

**CITY OF WARRENVILLE
COMMUNITY DEVELOPMENT
COMMITTEE OF THE WHOLE
REGULAR MEETING
Monday, November 10, 2025, at 7:00 p.m. at City Hall
28W701 Stafford Place**

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

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

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CITIZENS COMMENTS

E. OFFICIALS AND STAFF COMMENTS

F. BUSINESS OF MEETING

1. Consideration of Column Pipe Replacement at Country Ridge Water Tower (Z. Jardine)
2. Consideration of City Code Amendments for Short Term Rentals (A. Emery)
3. Consideration of Annual Fee Ordinance (A. Emery)
4. Consideration of a Property Tax Appeal Intervention Policy and Resolution (C. White)
5. Consideration of City Code Amendment for Public Art Murals (A. Emery)
6. Consideration of VFW Post 8081 Sponsorship Request for gravestone marker foundation at Warrenville Cemetery (C. White)
7. Consideration of Potential Amendment to the FY26 CD Work Plan (A. Emery)
8. Review and File information report on 2024 TIF District School and Library District Reimbursement Payments (FYI)
9. Review and File Bi-monthly Code Enforcement Activity Report (FYI)

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

10. Review and File FY 2026 Community Development Work Plan Program Report (FYI)

G. MISCELLANEOUS

H. CLOSED SESSION

I. ADJOURN

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

C. White – City Administrator **Cristina White**

A. Emery – Community and Economic Development Director **Amy Emery**

Z. Jardine – Utility Maintenance Superintendent **Zach Jardine**

ADA ACCOMMODATION NOTICE: Requests for accommodations should be submitted to the Assistant City Administrator at (630) 836-3035 or amorgan@warrenville.il.us at least 48 hours in advance of the meeting. PLEASE SHUT OFF ALL ELECTRONIC DEVICES AS THEY INTERFERE WITH THE SOUND TRANSMISSION IN THE CITY COUNCIL CHAMBERS. THANK YOU!

CITY OF WARRENVILLE

MEMORANDUM

TO: Mayor Johnson and City Council
FROM: Amy Emery, AICP, Community and Economic Development Director ^{AE}
SUBJECT: SUMMARY OF AGENDA ITEMS FOR NOVEMBER 10, 2025
COMMUNITY DEVELOPMENT COMMITTEE MEETING
DATE: November 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 the agenda items or this summary.

F. BUSINESS OF MEETING

1. Column Pipe Replacement at Country Ridge Water Tower

During a routine maintenance visit at the Country Ridge water tower, staff noticed a leak requiring replacement of a deteriorated 10-inch riser pipe. The existing pipe has reached the end of its service life and currently has holes with temporary repair bands in place to keep the tower operational. Maguire Iron, Inc. is the City's contractor for inspecting and painting the water towers. Staff is proposing to have Maguire complete the replacement, installing a new Schedule 40 steel riser pipe with updated components to improve reliability and safety. The total cost of the project is \$149,500. While this project was not anticipated, there is sufficient funding within the FY 26 Water Capital portion of the Enterprise Fund. This repair is essential to ensure the continued integrity of the water tower and maintain dependable service to the community.

Committee Action Requested: Recommend that the City Council approve the contract with Maguire Iron, Inc. for the riser pipe replacement at the Country Ridge water tower in the amount of \$149,500.

Staff Recommendation: Utility Maintenance Superintendent Jardine recommends this action

Budgetary Impact: There are sufficient funds in the FY 26 Enterprise Fund.

Other Resources Required: Staff time to coordinate the work and provide excavation to the base elbow connection as needed.

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

2. Consideration of City Code Amendments for Short Term Rentals (Attachment)

In late 2024, Airbnb sent out information to the City Council to encourage municipalities across the country to regulate short term rentals (STRs). This action prompted a review of existing STRs in Warrenton and a discussion with City Council in March 2025 about regulatory options and priorities. City Council directed staff to prepare regulations to allow STRs, with restrictions, to require registration and licenses (including an annual life safety inspection), and to apply taxes similar to hotels. On October 23, 2025, the Plan

Commission considered supporting zoning amendments and invited Warrenville operators to attend. Three operators attended the meeting. They offered suggestions related to minimum night stays and the taxation collection period.

Included in the back-up agenda materials is a memo providing additional information and ordinance language incorporating the recommendations of the Plan Commission related to the zoning code and proposed business registration, licensing, and taxation requirements. Staff will make a brief presentation and answer questions at the meeting.

Committee Action Requested: Recommend the City Council approve an ordinance amending the City Code to establish zoning definitions and allowances, registration, and licensing requirements for short-term rentals.

Staff Recommendation: Community and Economic Development Director (CEDD) Emery recommends this action.

Budgetary Impact: \$1500 in annual registration and licensing revenue. In addition, tax collection from overnight stays at a rate of 5%, consistent with hotel stays, will apply. Amount collected will vary depending on stays booked.

Other Resources Required: Not applicable.

Strategic Plan Goal: #3 Quality City Services – Building and Life Safety Codes

3. Consideration of Annual Fee Ordinance (Attachment)

In 2024, City Council approved its first Annual Fee Ordinance. In its initial form, fees for planning, zoning, engineering, building, and business licensing were included. Each year, fees are being moved from the City Code to the Annual Fee Ordinance such that overtime all fees will be located in the Annual Fee Ordinance. This approach promotes transparency and supports efforts to evaluate and manage fees comprehensively. The proposed 2026 Annual Fee Ordinance includes all the fees from 2025, plus new fees administered by Community Development established by ordinance approvals from City Council in 2025. The ordinance is structured to take effect in January of 2026.

The agenda back-up materials include the proposed 2026 Annual Fee Ordinance and Fee Schedule (Exhibit A to the Ordinance). Changes are highlighted for ease of review. CEDD Emery will make a brief presentation and answer questions at the meeting.

Committee Action Requested: Recommend to City Council approval of the 2026 Annual Fee Ordinance.

Staff Recommendation: CEDD Emery recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #3 Quality City Services – Building and Life Safety Codes

4. Consideration of Revisions to a Property Tax Appeal Intervention Policy (Attachment)

Occasionally, taxpayers seek to have the equalized assessed valuation (EAV) of their property reduced by appealing their assessments to the DuPage County Board of Review

or the State of Illinois Property Tax Appeal Board. Any reduction in EAV of property within the City can adversely affect the City's revenues. In order to intervene in certain assessment proceedings, the City Council must provide authorization by resolution. In 2011, the City Council approved resolution 2011-24, authorizing the City's former law firm to appeal on behalf of the City.

Included with the agenda backup material is a copy of resolution 2011-24, and a draft resolution authorizing the current City law firm, Elrod Friedman LLP, to intervene in such proceedings on behalf of the City after consultation with the City Administrator. There are no proposed changes to the current process to file an intervention. The City only considers intervening when the taxpayer seeks a reduction in the assessment of the property equal to or greater than \$100,000.

Committee Action Requested: Recommend City Council approve an updated property tax appeal resolution authorizing Elrod Friedman to intervene in certain tax appeal cases on behalf of the City.

Staff Recommendation: City Administrator White recommends this action.

Budgetary Impact: None.

Other Resources Required: None.

Strategic Plan Goal: #1 Energetic and Healthy Economy – Maintain and Diversify Revenues.

5. Consideration of City Code Amendment for Public Art Murals (Attachment)

On October 23, 2025, the Plan Commission recommended Zoning Ordinance text amendments to define and permit public art murals. In addition to these recommendations, in consultation with the City Attorney, staff is recommending supporting City Code amendments to establish a consistent application and notice process with review through the Tourism and Arts Commission. The amendments also include standards for materials, installation, and maintenance. Final approval is through the City Council. Included in the backup agenda materials is the proposed ordinance language. CEDD Emery will make a brief presentation and answer questions at the meeting.

Committee Action Requested: Recommend the City Council approve an ordinance amending the City Code and Zoning Ordinance for Public Art Murals

Staff Recommendation: CEDD Emery recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #2 Engaged and Connected Community – Spaces for Engagement

6. Consideration of VFW Post 8081 Sponsorship Request (Attachment)

Warrenville Memorial VFW Post 8081 has requested City Council Sponsorship for a program to replace headstone monument bases in need of repair or replacement for veterans buried at the Warrenville Cemetery. Included with the agenda backup material is a Council Sponsorship Application and estimate for the replacement of one monument base in the

amount of \$500. A representative of VFW Post 8081 will be present to answer any questions.

Committee Action Requested: Recommend the City Council approve the VFW Post 8081 Council Sponsorship Request for a gravestone marker foundation in the amount of \$500.

Staff Recommendation: City Administrator White recommends this action.

Budgetary Impact: The FY 2026 Budget General Fund includes funding for Council sponsorships.

Other Resources Required: None

Strategic Plan Goal: #2 Engaged and Connected Community – Unique Programs and Events

7. Consideration of a Potential Amendment to the FY 2026 Community Development Work Plan (Attachment)

The FY 2026 Community Development (CD) Work Plan includes the start of a series of items related to updating plans and zoning requirements for Cantera based on changing market conditions. The FY 2026 CD Work Plan items were identified as part of the 2024 Strategic Plan. Due to changing market and economic conditions, staff is bringing this item forward for additional review before commencing action. The agenda back-up materials include a memo describing Cantera development activity and potential alternative Work Plan items for discussion.

Committee Action Requested: To gauge interest in amending the FY 2026 Community Development Work Plan and four alternative options

Staff Recommendation: CEDD Emery recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: . Based on feedback received, staff will evaluate the resource allocations required to provide a recommendation for the November 24, 2025 Committee of the Whole Meeting.

Strategic Plan Goal: #1 Energetic and Healthy Economy – Economic Trends Monitoring

8. Review and File information report on 2024 TIF District School and Library District Reimbursement Payments (FYI)

Included with the agenda backup materials is a memorandum updating the City Council on the TIF District reimbursement payments the City issued to the Warrenville Library District and Wheaton Warrenville School District 200 for calendar year 2024. CEDD Emery will be available to address questions regarding this report at the meeting.

Committee Action Requested: For information purposes only.

Staff Recommendation: CEDD Emery recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #1 Energetic and Healthy Economy – Maintain and Diversify Revenues

9. Review and File Bi-monthly Code Enforcement Activity Report (FYI)

The Code Enforcement Activity Summary Report for the months of September and October is in the agenda backup materials. CEDD Emery will be available to address questions regarding this report at the meeting.

Committee Action Requested: For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #3 Quality City Services – Building and Life Safety Codes

10. Review and File the FY 2026 Community Development Work Plan Update (FYI)

The Community and Economic Development Department FY 2026 Work Plan identifies the specific projects and initiatives Department staff expect to advance during FY 2026. This document does not reflect any changes discussed related to agenda Item F7. Staff has been making steady progress on all items, including the T3-1 Pop-up Market, which remains as a Tier 3 item as no changes to other Tier items were required to pursue this task after grant funds were awarded from DuPage County. A spreadsheet to track progress on all the FY 2026 Community Development Work Plan items is included in the agenda backup materials.

Committee Action Requested: For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: Not applicable.

CITY OF WARRENVILLE

MEMO

To: Mayor, City Council, and City Administrator White
From: Zach Jardine, Utility Maintenance Superintendent
Subject: WATER TOWER RISER PIPE REPLACEMENT
Date: November 3, 2025



The existing 10-inch riser pipe in the water tower on Country Ridge Drive is leaking and needs to be replaced. The riser pipe connects the water stored in the tower to the distribution system.

There are currently holes in the riser pipe with temporary repair bands in place, allowing the tower to remain in service until a full replacement can be completed. The riser pipe is a critical structural and functional component of the tower, responsible for conveying water between the storage tank and the system below. Failure of this pipe could lead to significant service disruptions and costly emergency repairs.

Maguire Iron, Inc., the City's contracted tank maintenance provider, has submitted a proposal to remove the existing riser pipe and replace it with a new 10-inch Schedule 40 steel riser pipe, including a new dollar plate, bellows-type expansion joint, and 4-inch urethane foam frost jacket with metal cladding. The work also includes removing existing insulation and jacketing and reinstalling new protective coverings. Public Works staff will provide any required excavation at the base connection.

This project is necessary to ensure the long-term integrity and reliability of the water tower and maintain safe and dependable water service to residents and businesses.

Staff recommends waiving competitive bidding and approval of the \$149,500 contract with Maguire Iron for this work. While this specific project was not included in the FY 2026 budget, there is sufficient funding available in the Water Capital Fund to pay for it.

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

**CONTRACT BETWEEN
THE CITY OF WARRENVILLE
AND
MAGUIRE IRON, INC.
FOR WEST WATER RISER REPAIR/REPLACEMENT**

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A Supplemental Schedule of Contract Terms

ATTACHMENT B Proposal

CHANGE ORDER FORM

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

WAIVER OF LIEN TO DATE FORM

FINAL WAIVER OF LIEN FORM

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

In consideration of the mutual promises set forth below, the **City of Warrenville**, c/o City Hall, 28W701 Stafford Place, Warrenville Illinois 60555, a home rule municipal corporation ("Owner"), and **Maguire Iron, Inc.**, a South Dakota corporation ("**Contractor**"), make this Contract as of November 3rd, 2025, and hereby agree as follows:

ARTICLE I

THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "*Work*":

- A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, overnight accommodation or other travel expenses, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Work at the Work Site as defined in Attachment A attached to this Agreement and in accordance with the Proposal attached to this Agreement as Attachment B.
- B. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
- D. Taxes. Pay all applicable federal, state, and local taxes.
- E. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
- F. Quality/Standard of Care. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials and supplies. 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.

1.2 Term; Commencement and Completion Dates

Contractor must commence the Work not later than the "*Commencement Date*" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

compliance with this Contract not later than the "*Completion Date*" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "*Contract Time*."

1.3 Required Submittals.

Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("**Required Submittals**"). Such details shall include, but shall not be limited to, type and brand of finish, and all similar matters, for all components of the Work.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site; provided, however, in the event that Hazardous Substance are on the Work Site and the existence of Hazardous Substance was not disclosed to Contractor in writing prior to the submission of the Proposal attached as Exhibit B, Owner shall be responsible for the

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cost of any additional work required to abate and/or dispose of the hazardous materials as further set forth in Section 1.9 of this Contract.

When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

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1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

In the event that Hazardous Substance are on the Work Site and the existence of Hazardous Substance was not disclosed to Contractor in writing prior to the submission of the Proposal attached as Exhibit B, Owner shall be responsible for the cost of any additional work required to abate and/or dispose of the hazardous materials. For the purpose of this Section 1.9, "Hazardous Substance" shall mean any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law. For the purposes of this Section 1.9, "Environmental Law" means any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any governmental agency with jurisdiction, existing as of the Commencement Date and as amended thereafter, relating to:

- i. the protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or

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- ii. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition; provided, however, if there is any sandblasting involved in the Work, Owner will be responsible for collection and disposal of any and all blast media.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section. Notwithstanding the above, and only while completing exterior painting of the water tower, Contractor will exercise reasonable care and caution to avoid, but will not be responsible for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the water tower. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) prior to the commencement of exterior painting of the water tower shall be the responsibility of the Owner.

1.12 Subcontractors and Suppliers

- A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and

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liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

- B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 RESERVED

1.15 Owner's Right to Terminate or Suspend Work for Convenience

- A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.
- B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

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ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

- A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.
- B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

- A. Inspection. Until Payment for the Work, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.
- B. Re-inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

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- C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

- A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.
- B. Length of Warranty; Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within two years after full Payment for the applicable Work as set forth in Attachment B or as required by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV

FINANCIAL ASSURANCES

4.1 Bonds

Prior to commencing the Work, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Bonded Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

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4.1 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner 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 Owner may impose in the exercise of its sole discretion, however the Work may not begin until such policies are submitted. Such policies shall be in a form, and from companies, acceptable to Owner 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 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 Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as provided in this Contract shall not be limit on the Contractor's obligation under this Section 4.3.

ARTICLE V

PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the not-to-exceed amount of **\$149,500.00** ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

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5.3 Progress Payments

- A. Payment in Installments. The Contract Price shall be paid in installment payments as scheduled and set forth in Attachment B ("*Progress Payments*").
- B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request shall be submitted upon the completion and Acceptance by the City of the Work as set forth in Attachment B and in accordance with Section 5.4 of this Agreement. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
- C. Prevailing Wages, Certified Payroll Required. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("*Act*"). Contractor and each subcontractor must pay the prevailing wage as determined by the Illinois Department for each trade or craft. If the Illinois Department of Labor revises the prevailing wages to be paid, the revised rates will apply to this Contract. Contractor and each subcontractor must comply with all of the provisions of the Act, including filing certified payrolls on a monthly basis with the Illinois Department of Labor, in accordance with Section 5 of the Act. Contract and each subcontract must furnish a copy of the payrolls to the Owner. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that they know to be false is a Class B misdemeanor. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Owner and its officers and agents and to the Director of the Illinois Department of Labor and their deputies and agents and (ii) at all reasonable hours at a location within the State.
- D. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Acceptance and Payment

- A. Notice of Completion. When the Work is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection of the applicable Work ("*Notice of Completion*"). Contractor's Notice of Completion

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shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

- B. Punch List and Acceptance. The Work shall be accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of acceptance of the Work ("**Acceptance**").
- C. Payment. As soon as practicable after Acceptance, Contractor shall submit to Owner a properly completed Pay Request for the applicable Work in the form provided by Owner ("**Pay Request**"). Payment shall be made not later than 60 days after Owner approves the Pay Request. The acceptance by Contractor of each Progress Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work completed under the Contract.

5.5 **Liens**

- A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.
- B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("**Lien**") and that no right to file any Lien exists in favor of any person whatsoever.
- C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its

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sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

- D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

- A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.
- B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5-106 A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

- A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however,

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that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

- B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

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- B. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
- C. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
- D. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- E. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
- F. Upon termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work or Materials provided or performed prior to such assignment.
- G. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- H. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract. Owner shall be obligated and pay all non-disputed invoices for Work and Materials through date of termination or suspension.

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ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of

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

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

City of Warrenville
c/o Department of Public Works
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler

with a copy to:

Elrod Friedman LLP
350 N. Clark Street, 2nd Floor
Chicago, Illinois 60654
Attention: Brooke Lenneman

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

Maguire Iron, Inc.
4408 Lynhurst Road
Springfield, Illinois 62711
Attention: Darin Clarke

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

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7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is 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 Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

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

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

7.12 Compliance with Patents

- A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.
- B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors' or any other person or to regulate the Work, the Work Site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

[Signature Page Follows]

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

CITY OF WARRENVILLE

By: _____

By: _____

Julie Clark

Cristina White

Title: City Clerk

Title: City Administrator

Attest/Witness:

MAGUIRE IRON, INC.

By: _____

By: _____

Title: Scott Jones/Secretary

Title: Gene Jones Jr./CEO

STATE OF ~~ILLINOIS~~ South Dakota)

) SS

COUNTY OF Minnehaha)

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER RISER/REPLACEMENT**

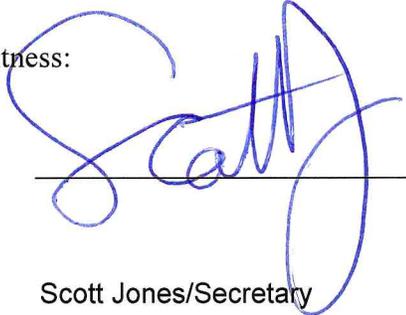
CONTRACTOR'S CERTIFICATION

Gene Jones Jr. (Contractor's Executing Officer), being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor 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 Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 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.

DATED this 3rd day of November, 2025.

Attest/Witness:

By: 

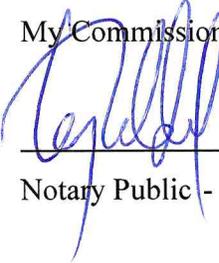
Title: Scott Jones/Secretary

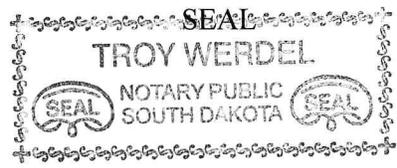
Contractor Name: Maguire Iron, Inc.

By: 

By: Gene Jones Jr./CEO

Subscribed and Sworn to before me this 3rd day of November, 2025
My Commission expires 8/29/2031


Notary Public - Troy Werdel



**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER PAINTING AND INSPECTION**

deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

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

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

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

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

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

Signed and sealed this 3rd day of November, 2025

Attest/Witness:

By: _____

Title: Scott Jones, Secretary

Attest/Witness:

By: Matthew Schmidt

Title: N/A

PRINCIPAL: Maguire Iron, Inc.

By: _____

Title: Gene Jones Jr., CEO

SURETY: The Cincinnati Insurance Company

By: Mary Jo Dingwall

Title: Mary Jo Dingwall, Attorney-In-Fact



CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER PAINTING AND INSPECTION

Bond No. 3325131

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: Maguire Iron, Inc., 1610 N. Minnesota Avenue, Sioux Falls, South Dakota 57104, as Principal, hereinafter called Contractor, and
The Cincinnati Insurance Company
P.O. Box 145496, Cincinnati, OH 45250-5496

_____, organized and existing under the laws of the State of Ohio _____, and located in Illinois, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of \$ *Seventy-One Thousand Five Hundred and 00/100 (\$71,500.00)*, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *November 3, 2025*, with Owner entitled "Contract Between the City of Warrenville and Maguire Iron, Inc. for West Water Tower Painting and Inspection" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit

**CONTRACT BETWEEN THE CITY OF WARRENVILLE AND MAGUIRE IRON, INC.
FOR WEST WATER TOWER PAINTING AND INSPECTION**

to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

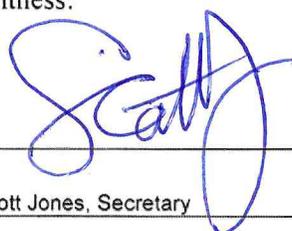
Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

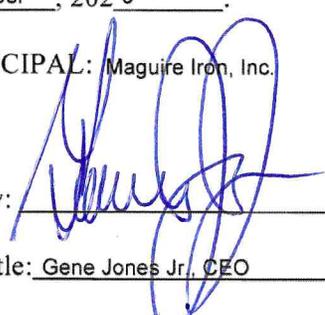
Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications;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

Signed and sealed this 3rd day of November, 2025.

Attest/Witness:

PRINCIPAL: Maguire Iron, Inc.

By: 

By: 

Title: Scott Jones, Secretary

Title: Gene Jones Jr., CEO

Attest/Witness:

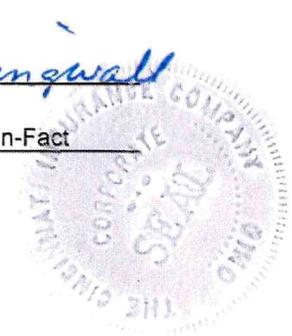
SURETY: The Cincinnati Insurance Company

By: 

By: 

Title: N/A

Title: Mary Jo Dingwall, Attorney-In-Fact



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____
to me known, who is being by me duly sworn, did depose and say that he/she resides in _____
and that he/she is a member, manager, or officer of the limited liability company of _____
_____ and that he/she is duly authorized to execute the foregoing instrument in the name of and
for the limited liability company.

Notary Public, _____
County, _____
My Commission Expires _____

(Notarial Seal)

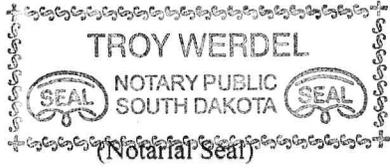
CORPORATE ACKNOWLEDGEMENT

STATE OF South Dakota)
COUNTY OF Minnehaha)

On this 3rd day of November, 20 25, before me personally appeared Gene Jones Jr.
to me known, who is being by me duly sworn, did depose and say that he/she resides in Minnehaha Co.
and that he/she is the CEO of the Maguire Iron, Inc.
corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said
corporation; and that he signed his/her name thereto by like order.

Troy Werdel

Notary Public, Troy Werdel
County, Minnehaha
My Commission Expires 8/29/2031



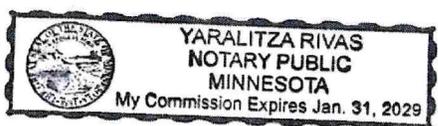
ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 3rd day of November, 20 25, before me personally appeared Mary Jo Dingwall
to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact
of the The Cincinnati Insurance Company, a corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corporation.

Yaralitz Rivas

Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2029



(Notarial Seal)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Jonathon Diessner; Mark N. Kampf; Rocklyn C. Bullis; Yaralitzia Rivas; Mary Jo Dingwall; Matthew Schmidt and/or Daniel A. Kampf

of Burnsville, Minnesota

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

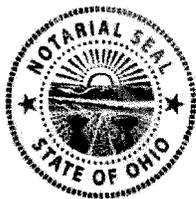


STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 3rd day of November, 2025



Ed H.

City of Warrenville

MEMORANDUM

TO: Mayor, City Council, and City Administrator White
FROM: Amy Emery, Community & Economic Development Director AÆ
SUBJECT: SHORT-TERM RENTAL REGULATIONS
DATE: November 6, 2025

The purpose of this memo is to provide information about short-term rentals (STR) in Warrenville, including locations, zoning recommendations from the Plan Commission and proposed registration and licensing requirements.

Background

STR can be generally defined as a residential unit that is rented wholly or partly (e.g., single floor or bedroom) for less than 30 consecutive days. STRs are an alternative to a traditional hotel room. Communities and regions with significant tourism activity often allow and have a considerable number of STRs.

At the March 10, 2025 Community Development Committee of the Whole Meeting, in response to regulatory toolkit information distributed by Airbnb to all elected officials in DuPage County, staff provided a report to City Council of existing Warrenville STRs and discussed options for regulation. At present, STRs are not listed as a permitted or special use in the Zoning Ordinance and are not explicitly regulated by the City of Warrenville. Research from Comparable Communities showed a diverse range of regulatory practices with several communities prohibiting STRs entirely, others allowing STRs subject to various regulations, and others with ordinances that did not explicitly reference STRs (similar to the City's current situation).

City Council Direction

Through discussion at the March 10, 2025 Community Development Committee of the Whole Meeting, the Committee recommended that staff prepare an ordinance to allow STRs, with required registration or licensing to understand where units exist, require safety inspections, and amend the City's existing hotel operators tax to apply fairly and consistently to STRs. It is worth noting, these recommendations are also all supported by the Airbnb toolkit materials to regulate STRs to promote neighborhood compatibility.

The City has identified 12 existing STRs regularly listed on Airbnb that would be eligible for licensing under the proposed Code amendments (See Attachment 1). The City has not received complaints regarding these STRs and they all have positive visitor reviews. STRs provide multiple benefits, including, without limitation, providing an additional source of income for property owners and creating alternate options for short-term accommodation in the City, but can become problematic without regulation intended to minimize STRs impact on their neighboring long-term residents. Requiring the owners of STRs to obtain licenses and comply with regulations intended to address parking, noise, and life safety concerns proactively addresses concerns and mitigates any negative impact to nearby properties.

Allowing STRs subject to regulations is directly related to two of Warrenville's Strategic Plan Goals:

- #1 Energetic and Healthy Economy
- #5 Safe and Healthy Neighborhoods

Proposed Zoning Regulations

In consultation with the City Attorney, after reviewing regulations of Comparable Communities, and the recently approved DuPage County STR Ordinance, Zoning Ordinance text amendments have been prepared to amend Table 3A Permitted and Special Uses in All Zoning Districts to permit STRs. These items were reviewed by the Plan Commission during a Public Hearing held on October 23, 2025 (See summary minutes provided as Attachment 2). The Plan Commission recommended that the Zoning Ordinance be amended to allow STRs as a permitted use in all residential districts, subject to a condition that the two-night minimum stay requirement be explicitly listed in the Zoning Ordinance.

The Plan Commission also recommended that STRs be permitted in the Transitional Office District as a part of their deliberation on October 23, 2025. Consideration of STR in the Transitional Office District was not specifically noticed prior to this Public Hearing. To accommodate this recommendation, staff will separately notice the permitting of STRs in the Transitional Office District for consideration by the Plan Commission on December 4, 2025. There are currently no STR on properties in Warrenville zoned Transitional Office.

Also on December 4, 2025, a Public Hearing will be held to amend the Cantera Development Control Regulations to permit short term rentals in multi-use areas. There are currently four (4) STR in Cantera. The notice posted for the October 23, 2025 Plan Commission Public Hearing included an amendment to the Cantera Development Control Regulations, which would accommodate these units. Prior to the Public Hearing, staff spoke with representatives from the Cantera Association who expressed no objection to the STR requirements as proposed. The specific units in Cantera were noted in the staff report and discussed at the October 23, 2025 Plan Commission Public Hearing. However, the staff memo omitted the language specifically referencing action to amend the Cantera Development Control Regulations. To ensure clarity in this matter, it will be re-noticed and considered specifically by the Plan Commission.

Proposed Registration and Licensing Requirements:

In addition to the Zoning Ordinance text amendments, the City Attorney, with input from staff, has prepared amendments to the City Code to require a STR license and impose additional regulations (See Attachment 3) including:

- On-site parking regulations
- Signage restrictions
- Minimum number of nights per stay (2 nights)
- Limits on the number of licenses granted to a single individual or entity (no more than 2)
- Limits to the number of licenses issued per zoning lot

- Required letters of approval from Homeowners Associations
- Liability insurance
- Application of the City's Hotel Operators Tax to STRs, which require the facilitators (e.g. Airbnb) to collect and remit the tax

The proposed regulations respect the goals established by City Council in March 2025 to (1) ensure that STRs are safe, (2) respect owner's rights, and (3) minimize impact to neighborhoods.

STR Operator Feedback

To engage STR operators in Warrenville, in addition to standard notification requirements, staff contacted each operator through on-line reservation software (e.g., VRBO, Airbnb, booking.com) in an attempt to ensure any active Warrenville STR operator was aware of the regulations being considered. Three operators attended the October 23, 2025 Plan Commission Hearing. While the focus of the hearing was on the zoning definition and permitted districts, a draft copy of the licensing regulations were included in the packet to solicit STR operator feedback. Operators present had no objection to required registration and licensing. The operators did ask for consideration for single night rentals and quarterly tax reporting.

With respect to duration of stay, staff continues to recommend a two-night minimum. This is a common requirement among communities in the region which permit STRs to limit the overall impact to the neighborhood. The limit also serves as an effective deterrent to rentals for parties. DuPage County is the most recent in the immediate area to have adopted STR regulations. The DuPage County ordinance includes a two-night minimum. The proposed Warrenville Ordinance would be consistent.

With regard to tax reporting cycles, STRs are being taxed in the same manner, timing, and rate as hotels, since STRs, from a tax perspective, are defined as hotels, creating separate schedules for tax collection is not recommended. Given the proportionate share of taxes paid by hotel operators, as compared to STR operations, it is very important not to impact established hotel tax collection practices to maintain stability and consistency for those operators. Additionally, third-party services like Airbnb, VRBO, and booking.com will collect and send taxes directly to taxing bodies (rather than the individual STR owners) so the impact of this requirement should be minimal to Warrenville STR owners.

Summary

While the City has not received any complaints related to existing operators, staff appreciates that STRs are still a relatively new and evolving use. The proposed regulations will help to ensure their continued compatibility to the surrounding neighborhood and safety for occupants. Staff will monitor license volumes and report to City Council when (and if) the number of units increases to 24, including a corresponding evaluation of any associated code or police activity, to consider if additional regulations are warranted.

Recommendation

Recommend the City Council approve of an ordinance amending the City Code to establish zoning definitions and allowances, registration, and licensing requirements for short-term rentals.

ATTACHMENT 1

TABLE 1: WARRENVILLE SHORT TERM RENTAL INVENTORY					
UNIT TYPE	# BEDROOMS	Whole Unit?	LOCATION	COST/NIGHT	Years in Business/reviews/ratings
Apartment (top floor of home with independent entrance)	2	Y	29W522 Batavia Rd	\$125	3 Months 20 reviews 4.85 rating
Townhouse	4	Y	Torch Parkway	Varies - \$570	2 years 92 reviews 4.69 rating
Townhouse	4	Y	Torch Parkway	Varies - \$575	10 Months 88 reviews 4.39
Townhouse	4	Y	Torch Parkway	Varies - \$609	2 years 140 reviews 4.94 rating
Townhouse	4	Y	Torch Parkway	Varies - \$609	6 months 7 reviews 5.00 rating
Bedroom for Rent*	1	N	Townline Rd	\$45	6 years 78 reviews 4.95 rating
Bedroom for Rent*	1	N	Townline Rd	\$42	6 years 136 reviews 4.93 rating
Home (Pole Building Conversion)	2	Y	Galusha	\$172	3 years hosting 10 reviews 5.0 rating
Lower-Level Studio	1	Y	Elizabeth Ave	\$90	8 years hosting 97 reviews 4.88 rating
Home for Rent	3	Y	Lakeview Dr	\$433	11 months hosting 19 reviews 4.95 rating
Home for Rent**	3	Y	Curtis Ave	N/A	N/A
Home for Rent**	3	Y	Townline Rd	N/A	N/A
Home for Rent	2	Y	Batavia Rd	\$320	New listing 1 review 5.0 rating

*2 Bedrooms in Basement for Rent. It has separate entrance from upper level. Kitchen and half bath facilities shared.

** Short-term rentals not found on booking websites

ATTACHMENT 2

CITY OF WARRENVILLE
PLAN COMMISSION/ZONING BOARD OF APPEALS
DRAFT Minutes of Regular Meeting
Held on October 23, 2025
At Warrenville City Hall
28W701 Stafford Place

* * *

C. NEW BUSINESS

1. City of Warrenville/ Zoning Text Amendments / Short-Term Rentals (Public Hearing)

Review and discussion of Zoning Ordinance text amendments to permit “short-term rentals” as a permitted use in all residential zoning districts.

CHAIRMAN COSGROVE MADE A MOTION TO OPEN THE PUBLIC HEARING. SECONDED BY COMMISSIONER CLEMENS. CHAIRMAN COSGROVE ASKED FOR A VOICE VOTE. MOTION PASSED UNANIMOUSLY. MOTION CARRIED.

Staff Presentation:

Director Emery explained that Warrenville historically has not regulated short-term rentals and currently has fewer than a dozen active locations. No nuisance or police complaints have been received. The initiative originated after Airbnb distributed a 2024 “Short-Term Rental Regulation Toolkit” to DuPage County officials, prompting City Council discussion. The Council directed staff to draft an ordinance that defines and licenses short-term rentals, requires safety inspections, and requires payment of hotel/motel tax for parity with hotels. Staff outlined proposed standards that include annual license and inspection (\$75), monthly tax remittance, allows whole or partial dwelling rentals for fewer than 30 days, and prohibits use of detached accessory structures (garages, barns). Director Emery clarified that long-term leases (30+ days) remain unaffected and that HOAs may impose stricter restrictions (e.g., Cantera Point’s HOA ban on short-term rentals).

PC/ZBA Questions and Comments:

- Chairman Cosgrove asked if hotel/motel tax could be remitted quarterly rather than monthly; staff will review this option with the Finance Department.
- Commissioner Smillie asked whether short-term rentals are effectively commercial uses. Chairman Cosgrove clarified they remain residential.
- Commissioners discussed whether to allow rental of portions of dwellings versus whole homes. Staff noted banning portions may penalize responsible, owner-occupied operators.
- The Commission discussed which zoning districts to include, ultimately supporting Transitional Office (TO) as an appropriate buffer zone.
- Members supported a two-night minimum stay requirement to discourage “party houses.”
- Staff confirmed detached garages and barns cannot be rented; ADUs are not yet eligible. ADU’s are on the work plan to be discussed in 2027.

Public Testimony:

Julie Mojica (property manager)

- described her units as professionally cleaned, quiet, and highly rated (4.92+ “Superhost”). She opposed mandatory two-night minimums, noting one-night stays often serve stranded travelers or visiting families.

Lynn Burgess (long-time operator)

- screens every guest, enforces strict house rules, and serves families attending weddings or college visits. She supports quarterly tax remittance, if possible, and owner-operated models, not corporate hosts.

Kimberly Puhr (long-time operator)

- rents two lower-level suites for visitors, with strict occupancy limits and security cameras. She has met a variety of guests. She is very grateful as this income allows her to remain in her home.

Steve Alesch (resident)

- requested the definition of a zoning lot (a single parcel under common ownership) and the difference between the R-1 through R-6 zoning districts. Chairman Cosgrove explained the different residential zoning districts.
- asked if the Zoning Code was available to the public. Chairman Cosgrove responded yes, online, in person at City Hall, at the library also.
- asked how HOA enforcement interacts with the City Code. Staff clarified that the HOA’s are private and may impose stricter rules.

CHAIRMAN COSGROVE MADE A MOTION THAT THE PLAN COMMISSION RECOMMEND CITY COUNCIL APPROVAL OF THE SHORT-TERM RENTAL ZONING ORDINANCE TEXT AMENDMENTS AS OUTLINED IN THE OCTOBER 23, 2025, COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT AS MODIFIED TO INCLUDE THE TRANSITIONAL OFFICE (TO) ZONING DISTRICT AND A TWO-NIGHT MINIMUM STAY REQUIREMENT. SECONDED BY COMMISSIONER CLEMENS. CHAIRMAN COSGROVE REQUESTED A VOICE VOTE. THE MOTION PASSED WITH ONE NAY (SMILLIE). MOTION CARRIED.

COMMISSIONER TULLIER MADE A MOTION TO CLOSE THE PUBLIC HEARING. SECONDED BY COMMISSIONER CLEMENS. CHAIRMAN COSGROVE REQUESTED A VOICE VOTE. MOTION PASSED UNANIMOUSLY. MOTION CARRIED.

* * *

DRAFT SHORT-TERM RENTAL CODE AMENDMENTS

ZONING CODE AMENDMENTS

13. DEFINITIONS

* * *

SHORT-TERM RENTAL: A dwelling unit or portion of a dwelling unit that is available for rent by transient guests for a period shorter than 30 consecutive days. The term “short-term rental” does not include boarding, lodging, or rooming houses, nursing homes, motels, hotels, bed and breakfast, or tourist homes, as such terms are defined in this Section 13; or (ii) the rental of a dwelling unit pursuant to a rental agreement executed in conjunction with a contract to sell the dwelling unit.

Table 3A: Permitted and Special Uses in All Zoning Districts

Uses listed are also Permitted or Special Uses in all higher-numbered districts with same letter designation.

Uses listed are also Permitted or Special Uses in all higher-numbered districts with same letter designation.

* Indicates uses allowed only along arterial streets designated in Comprehensive Plan.

** Conditional use only. See Section 7 - F.

*** The following list of Home Occupations uses shall be allowed in the TO zoning district provided that in aggregate no more than 25% of the gross floor area of the building, up to a maximum of 1,000 square feet, is occupied by one or more of these uses:

- a. art, photography, painting, sculpting or crafts studio,
- b. dressmaking, sewing, and tailoring,
- c. teaching of music or dancing to no more than 4 pupils at one time,
- d. other teaching or tutoring, limited to 6 pupils at one time,
- e. hair styling and cutting,
- f. repair of small appliances.

**** Massage establishment uses must also obtain a massage establishment business license and comply with the additional regulations provided in Title 3 Chapter 26 of the City Code Massage Establishments.

******* Short-term rentals are permitted in the R-1, R-2, R-3, R-4, R-5, and R-6 districts only pursuant to a short term rental license required by and compliance with the additional regulation set forth in Title 3, Chapter 31 of this Code, including, without limitation, the two-day minimum stay requirement.**

* * *

Land Use	Most Restrictive (Lowest Numbered) Districts Use is a Permitted Use In	Most Restrictive (Lowest Numbered) Districts Use is a Special Use In
* * *	* * *	* * *
<u>Short-term Rental*****</u>	<u>R1</u>	=
* * *	* * *	* * *

CITY CODE AMENDMENTS

3-10-1: BUSINESS REGISTRATION AND LICENSES REQUIRED:

A. It shall be unlawful to maintain, operate or conduct any business or establishment or to do business or engage in any activity or occupation, **including, without limitation, home-based businesses and home occupations as defined in Section 3-10-2** in the City without having first obtained a business registration (and, as applicable, a separate license for certain businesses as required by this Title 3), unless Municipal registration or licensure of the business has been preempted by State law.

B. Any person shall be subject to the requirement for a business registration (and, as applicable, a separate license) if, by himself or through an agent, employee or partner, he holds himself forth as being engaged in the business or occupation, solicits patronage therefor, actively or passively, or performs or attempts to perform any part of such business or occupation in the City.

NEW SECTION WITHIN TITLE 3 – CHAPTER 31
SHORT-TERM RENTALS

3-31-1:DEFINITIONS:

For the purposes of this Chapter, the following definitions apply unless context clearly indicates or requires a different meaning:

DWELLING UNIT – See definition provided in the Warrenville Zoning Ordinance, Title 10, Chapter 13 of this Code.

SHORT-TERM RENTAL - See definition provided in the Warrenville Zoning Ordinance, Title 10, Chapter 13 of this Code.

3-31-2:RESERVED.

3-31-3:LICENSE REQUIRED:

- A. License Required: No person may maintain or conduct the business of operating a short-term rental in the City without having a valid license issued by the City.
- B. License Term: A short-term rental license will be valid for an annual period commencing on January 1 and terminating on December 31 of that same year, unless terminated or revoked.
- C. Non-Transferable: The license is not transferable to another person or location, even if the other person intends to operate the same short-term rental at the location used by the licensee.
- D. License Applicant: Only the owner of the dwelling proposed to be used as a short-term rental may apply for and receive a license.
- E. License Application: An application for a short-term rental license must include the following:
 - 1. The full name and contact information of the applicant;
 - 2. The full name and contact information of the manager who will conduct the day-to-day business of the short-term rental, including, without limitation, interacting with guests and arranging for maintenance and cleaning, if different than the owner;
 - 3. The location and proof of ownership of the short-term rental unit;
 - 4. The full name and valid contact information for a person or company who will serve as an emergency 24-hour contact. The 24-hour emergency contact must be able to respond, or send a representative to respond, to the short-term rental unit within 15 minutes when contacted by the City or

- other emergency responders;
5. A floor plan noting all emergency exits, the number of bedrooms, and the location and number of parking spaces;
 6. If the proposed short-term rental is subject to a home owners association or condominium association, a letter from the board of the association consenting to the location and operation of the short-term rental;
 7. Payment of the nonrefundable annual license fee in the amount set forth in Annual Fee Ordinance.
- F. Inspection Required: Upon receipt of a complete application, the City Code Enforcement Officer, or their designee, will conduct a life safety inspection of the proposed short-term rental. Any life safety violations must be brought into compliance before a license will be issued.

3-31-3: ADDITIONAL REGULATIONS.

- A. Application Information to Remain Current: If any information provided in the license application has changed, the licensee must notify the City in writing within 14 days, provided, however, that the emergency contact information must be updated within 24 hours.
- B. Compliance; Inspection Required: Short-term rentals must comply with all applicable laws and regulations, including, without limitation, the City Zoning Ordinance, City Code (including building, electrical, plumbing, and property maintenance regulations), and the City Fire Code. Short-term rentals are subject to inspection by the City Code Enforcement Officer, or their designee, and the Warrenville Fire Protection District throughout the license period.
- C. Gatherings Prohibited: A short-term rental must be used for lodging purposes only, and may not be used for parties, weddings, conferences, meetings, or other events, regardless of the number of attendees.
- D. Insurance: An insurance policy for the short-term rental that covers the short-term rental use of the property in the minimum amount of \$1,000,000 per occurrence and a minimum amount of \$2,000,000 aggregate is required. The policy must include a provision requiring 30 days' advance notice to the City prior to cancellation or lapse of the policy. The licensee must maintain the insurance required under this section in full force and effect for the duration of the license period for each short-term rental location. This requirement cannot be satisfied by insurance coverage provided by a short-term rental platform, including without limitation, Airbnb, VRBO, and others. A Certificate of Insurance must be provided as part of the license application.
- E. Guest Log: The licensee must keep a log of all renters' names, permanent addresses, phone numbers, and the dates for each short-term rental booking period. Upon request, the licensee must provide a copy of this log to the City for

inspection.

- F. **Maximum Occupancy:** The maximum number of occupants allowed per night will be calculated based on the number of bedrooms in the short-term rental unit. No more than two occupants are allowed per bedroom and no non-bedrooms (e.g. living rooms) may be used in the calculation of maximum occupancy regardless of sleeping accommodations provided in such rooms. No short-term rental may be occupied at any time by a number of persons in excess of the maximum permitted occupancy limit as set forth in this Code. Occupancy limits must be conspicuously posted near the entrance of all short-term rental.
- G. **Display of License:** A copy of the short-term rental license must be displayed in a visible location inside the short-term rental. The license number and issuance date must be listed on every listing advertising the rental of the short-term rental.
- H. **Minimum Stay:** A short-term rental must be rented for a minimum of two consecutive nights.
- I. **Maximum Number of Short-term Rentals Per Zoning Lot:** Only one short-term rental is allowed per zoning lot.
- J. **Maximum Number of Licenses Per Person:** A person may hold a maximum of two short-term rental licenses at one time.
- K. **Parking:** all vehicles associated with the short-term rental must be parked on the same zoning lot in off-street parking spaces that comply with the off-street parking regulations set forth in Title 10, Chapter 5 of this Code.
- L. **Nuisance Prohibited:** A short-term rental unit may not produce excessive noise, obnoxious odors, vibrations, glare, fumes or electrical interference detectable to normal sensory perception in accordance with the zoning ordinance performance standards set forth in Title 10, Section 9 of this Code.
- M. **Exterior appearance:** A short-term rental unit may not have any exterior alterations or additions, including signs, that identify or advertise the short-term rental as a short-term rental.

3-31-4: TAX IMPOSED.

All transactions for short-term rental units will be subject to the Hotel Operator's Tax imposed pursuant to Section 3-1-5 of this Code and must comply with all requirements therein.

3-31-5: ISSUANCE, DENIAL, SUSPENSION, RENEWAL, AND REVOCATION OF LICENSE:

- A. No person whose license has been revoked may apply for another short-term rental license for any location within the City for a period of one year following the date of the revocation.
- B. The renewal of a license shall follow the same provisions required for the issuance of a license under this chapter.

- C. Except as otherwise provided by this section, the provisions of Article 3, Chapter 10 of this Code shall apply to short-term rental applications, licensees, and licenses, including, without limitation, license issuance, renewal, denial, suspension or revocation.
- D. A short-term rental license may be suspended or revoked upon the discovery by the City Code Enforcement Official of life safety violations on the short-term rental property or inside the short-term rental.

3-31-6: RESERVED.

3-31-7: RESERVED.

3-31-8: PENALTY:

In addition to the suspension or revocation of any business license granted pursuant to this Chapter, any person (including, without limitation, the owner and the manager of the short-term rental) who violates or who intentionally or knowingly permits the violation of any section of this chapter may be subject to the general penalty set forth in Section 1-4-1 of this Code and in the Annual Fee Ordinance.

TAX AMENDMENTS

3-1-5: HOTEL OPERATOR'S TAX:

A. Definitions: As used in this section, unless the context otherwise requires, the following terms shall be defined as hereinafter set forth:

FACILITATOR: Any person or entity that provides a means through which a person may book a room in a hotel, including a short-term rental, regardless of whether payment is transferred through or processed by the facilitator.

HOTEL: Any building or buildings in which the public may, for a consideration, obtain living quarters, sleeping or housekeeping accommodations. The term includes inns, motels, tourist homes or courts, lodging houses, rooming houses and apartment houses. Any building or structure, or portion thereof, kept, used, maintained, advertised and held out to the public to be a place where lodging, apartments, suites, or other sleeping accommodations are offered for consideration to guests, including, without limitation, accommodations offered by online travel companies and/or facilitators. For the purposes of this Chapter 5, hotel or motel includes inns, motels, hotels, lodging houses, or short-term rentals, or any portions thereof.

ONLINE TRAVEL COMPANY: A person or entity that books, reserves, or rents hotel or motel rooms and makes other travel arrangements for consumers via the internet or other digital means. Online travel companies are considered facilitators, as defined in this section.

PERMANENT RESIDENT: Any person who occupied or has the right to occupy any room or rooms in a hotel for at least thirty (30) consecutive days.

PERSON: Any natural individual, firm, partnership, association, joint stock company, joint adventure, public or private corporation, limited liability company, or a receiver, executor, trustee, guardian or other representative appointed by order of any court.

ROOM OR ROOMS: Any room, living quarters, sleeping or housekeeping accommodations, or other lodging accommodation within a hotel and containing facilities for sleeping. (Ord. 3036, 10-3-2016; amd. Ord. O2019-07, 3-4-2019)

SHORT-TERM RENTAL: A dwelling unit, or portion thereof, used for overnight accommodation that is available for rent by transient guests for a period shorter than 30 consecutive days. For the purposes of this chapter 3-1-5 only, a short-term rental unit is a room.

B. Tax Imposed; Administration:

1. Tax Imposed: A tax is hereby imposed upon all persons, **including facilitators,** engaged in **or having sufficient proprietary interest so as to entitle the person to a portion of the gross receipts from** the business of renting, leasing, or letting rooms in a hotel in the City, including online travel companies **facilitators,** at the rate of five percent (5%) of the monies, revenues or any other consideration received from such renting, leasing or letting activities,

excluding, however, from the rental income calculation the proceeds of such renting, leasing or letting to permanent residents of that hotel.

2. Rules And Regulations: The City Finance Director may promulgate rules and regulations not inconsistent with the provisions of this section concerning the enforcement and application of this section. The terms "rules" and "regulations" include, but are not limited to, a case by case determination as to whether or not the tax imposed by this section applies.

3. Books And Records: Every person engaged in the business of renting, leasing or letting rooms in a hotel, including online travel companies **and facilitators**, shall keep accurate books and records of its business activity in the City. The books and records shall include original source documents and books of entry denoting the transactions that gave rise, or may have given rise, to any tax liability under this section.

It shall be the duty of every person engaged in the business of renting, leasing or letting rooms in a hotel, including online travel companies **and facilitators**, to keep accurate and complete books and records to which the City Finance Director, or his/her authorized representative, shall at all times have full access for inspection and auditing, which records shall include a daily sheet showing: a) the number of hotel or motel rooms rented in the City during the twenty four (24) hour period, including multiple rentals of the same hotel or motel room where such shall occur; and b) the actual hotel or motel monies, revenues or any other consideration collected with respect to rental activities for the date in question.

It shall be unlawful for any person to prevent, hinder or interfere with the city's finance director or his/her authorized representative in the discharge of his/her duties in the performance of this section.

4. Transmittal Of Tax Revenue:

a. The person engaged in the business of renting, leasing or letting rooms in a hotel within the city, including online travel companies **and facilitators**, shall file tax returns showing tax receipts received with respect to each hotel and motel room during each month commencing on and including the first day of each month, on forms prescribed by the city finance director. The returns shall be due on or before the fifteenth day of the succeeding calendar month.

b. At the time of filing said tax returns, the person engaged in the business of renting, leasing or letting rooms in a hotel within the city including online travel companies **and facilitators**, shall pay to the city finance director all taxes due for the period to which the tax returns apply. Any payment made by check which is returned to the city because of insufficient funds may result in the director requiring that future payments be made by cashier's check or money order.

c. If for any reason any tax is not paid when due, a penalty at the rate of one and one-half percent (1 1/2%) per thirty (30) day period, or portion thereof, from the day of delinquency shall be added and collected.

5. Collection: Whenever any person shall fail to pay any tax as herein provided, the city attorney shall, upon the request of the city finance director, bring or cause to be brought an action to enforce the payment of said tax on behalf of the city in any court of competent jurisdiction. (Ord. 3036, 10-3-2016)

C. Reimbursement: Persons subject to this tax may reimburse themselves for their tax liability for such tax by separately stating such tax as an additional charge, which charge may be stated

in combination, in a single amount, with state tax imposed under "the hotel operator's occupation tax act" 1 .

D. Limitation On Authority: Nothing in this section shall be construed to authorize the city to impose a tax upon the privilege of engaging in any business which under the constitution of the United States may not be made the subject of taxation by this state. (Ord. 859, 9-2-1986)

E. Distribution Of Revenue:

1. Applications shall be made on forms provided by the tourism and arts commission. Funding requests shall be in accordance with the application.

2. Any event or program for which a grant application is made must meet the following criteria:

a. It must be in accordance with 65 Illinois Compiled Statutes 5/8-3-14.

b. It must be permissible under both the state and federal constitutions. (Ord. 2316, 8-21-2006)

3. All completed applications shall be filed with the tourism and arts commission and with the director of finance and shall be first considered by the public safety and finance committee of the whole meeting in January. The city council reserves the right to request additional information to assist in its consideration of any application. (Ord. O2017-07, 3-6-2017, eff. 5-1-2017)

a. Applications will be due on the second Monday in September. Applications submitted after the filing deadline shall not be considered, except as provided in subsection E3c of this section.

b. The tourism and arts commission shall review the applications and shall make recommendations to the city council with respect to funding the event or program.

c. If there are "available funds" in a category (i.e., "nonawarded" funds as opposed to unspent awarded funds) at the end of the grant award cycle, the commission shall review and make recommendations to the council for "new programs" that meet the following criteria:

(1) The program must be a totally new event or program and not a new component of an existing program.

(2) Anyone who is eligible to apply under the existing regulations can apply for a "new" event.

(3) Applicants must submit applications and must comply with all other normal criteria.

If a "new" applicant applies but there are no "available funds", the commission shall invite the applicant to complete the application and receive the benefit of a commission "courtesy review", which will be geared toward giving the applicant feedback on an application to be submitted during the regular grant cycle.

4. The commission staff liaison shall review the applications to determine whether the application is complete and accurate and if it meets the criteria established in subsection E2 of this section. The application shall specify who will be served by such event or program; the nature and quality of the event or program; the city's ability to accommodate the event or program; the city services that will be required; and other sources of funds available for the grant program at the time of application.

5. Consideration of all applications and the award, denial, modification, amendment or restriction of each application shall be in the sole discretion of the city council. If a grant is awarded to any applicant, the applicant shall meet the following additional requirements:

a. Applications shall include the words "Funded partially or wholly by the City of Warrenville" on all printed material distributed in conjunction with the event or program.

b. Submission of any requests for advances not later than forty five (45) days prior to the event. Advances shall be granted only to those with treasury insurance or in order to settle an invoiced service or product.

c. Within forty five (45) days after the conclusion of the event, a final written report shall be filed, which shall include an analysis of the impact of the program or event on tourism and conventions or on the attraction of nonresident overnight visitors to the city, including the postal zip codes and/or postal addresses of attendees where practicable, and a complete and proper accounting of the use of grant funds. Attached to the final written report shall be the following:

(1) A full and proper accounting of all expenses incurred, including copies of all receipts, bills, charges or expenses of any nature incurred as a result of the event or program. If this information was previously filed with the city director of finance and information services at an earlier date pursuant to a reimbursement request under subsection E5b of this section, then such prior filing may be incorporated into the final written report by reference;

(2) A full and proper accounting of any and all revenues received by or pledged to the applicant during or pursuant to the event in the form of admission fees, concession fees, food and/or beverage sales, drawings, and any and all other revenues collected from whatever source for the benefit of the applicant, its agents, assignees or designees;

(3) If the applicant is awarded an advance of grant funds pursuant to a request filed under subsection E5b of this section, and should the full and proper accounting included as part of the final written report establish that the amount of the advance exceeds the actual expenses approved for reimbursement, then the applicant shall attach as part of the final written report a check payable to the City of Warrenville in an amount equal to the difference between the total expenses approved for reimbursement and the amount of the advance;

(4) Any and all outstanding invoices.

d. Comply with all other requirements established in this subsection E.

6. No further funding requests shall be considered by the City Council for any applicant until the applicant has complied fully and to the satisfaction of the City Council with all report and payment provisions set forth herein. The Director of Finance and Information Services shall deposit all payments to the City pursuant to subsection E5c(3) of this section into the City's Hotel/Motel Tax Fund in accordance with approved accounting practices utilized by the City at the time such payment is tendered.

7. The provisions of subsections E5a and E5b of this section shall not apply to the City or any entity or group which is a subsidiary part of the City, including committees, commissions or boards. (Ord. 2316, 8-21-2006)

8. Should the City Council determine that it is necessary or desirable to transfer Hotel Operator Tax funds for other City purposes, the City Council shall specify the amount of Hotel Operator Tax funds which shall thereupon be transferred to any other nonenterprise City fund as deemed appropriate and necessary. (Ord. 2440, 4-7-2008)

F. Penalty: Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any provision of this section shall, upon conviction thereof, be subject to any penalties prescribed in chapter 16, "Locally Imposed And Administered Taxes", of this title and, to the extent permitted by law, the general penalty provisions in title 1, chapter 4 of this Code. (Ord. O2019-07, 3-4-2019)

ORDINANCE NO. O2025 - [REDACTED]

**AN ORDINANCE ADOPTING THE 2026 ANNUAL FEE ORDINANCE
AND AMENDING VARIOUS SECTIONS OF
THE WARRENVILLE CITY CODE REGARDING THE ANNUAL FEE ORDINANCE**

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

WHEREAS, on February 5, 2024, the City Council adopted Ordinance No. O2024-05, amending the Warrenville City Code ("**City Code**") to authorize the adoption of an annual fee ordinance setting forth the applicable fees and charges due for the various licenses, permits and services authorized by this Code and by other ordinances of the City ("**Annual Fee Ordinance Regulations**"); and

WHEREAS, the City Council desires to adopt the annual fee ordinance setting forth the fees and costs to be charged by the City during the 2026 calendar year applicable to certain provisions of the City Code, including, without limitation, the Zoning Ordinance and Subdivision Regulations ("**2026 Annual Fee Ordinance**"); and

WHEREAS, the Mayor and the City Council have considered the recommendations of City staff and all of the materials, facts, and circumstances relating to the 2026 Annual Fee Ordinance and the City Code Amendments, and find that it is in the best interest of the City and the public to adopt the 2026 Annual Fee Ordinance, approve the City Code Amendments, and amend the City Code, in the manner provided 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. Adoption of 2026 Annual Fee Ordinance. The fees, charges, and rates contained in the 2026 Annual Fee Ordinance for the period beginning January 1, 2026 through December 31, 2026, attached to this Ordinance as **Exhibit A**, are hereby adopted pursuant to Section 1-10-1 of the City Code.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect on January 1, 2026 following its passage, approval, and publication in pamphlet form in the manner required by law.

[Signatures and Voting Record on Following Page]

{00133420.1}

Additions are bold and double-underlined; deletions are struck through.

PASSED THIS ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

{00133420.1}

Additions are bold and double-underlined; ~~deletions are struck through.~~

EXHIBIT A
2026 ANNUAL FEE ORDINANCE
SCHEDULE OF FEES

CITY OF WARRENVILLE ANNUAL FEE ORDINANCE 2026

BUILDING, PERMIT, PLAN REVIEW FEES

Code Section	DESCRIPTION	FEE	
8-20-1	GENERAL FEES		
	Reinspection Fees	75.00	After second failed inspection
	Minimum Permit Fees	75.00	
	Plan Review Fee		See below
	Temp Cert of Occupancy - Residential	150.00	
	Temp Cert of Occupancy - Commercial	300.00	
	Certificate of Occupancy - Residential	75.00	
	Certificate of Occupancy - Commercial	150.00	
	Plan Revisions	50.00	Discretionary - major revisions only
	Permit Fee Refund/Rescission Processing Fee	30.00	
	Outdoor Display Permit (Annual)	25.00	
8-20-1	RESIDENTIAL CONSTRUCTION		
	New Single-Family Home	Valuation *	Permit and plan review fees apply. Electrical, plumbing and other fees apply
	Residential Additions	Valuation *	Permit and plan review fees apply. Electrical, plumbing and other fees apply
	Multi-Family New Construction	Valuation **	Permit and plan review fees apply. Electrical, plumbing and other fees apply
8-20-1	COMMERCIAL CONSTRUCTION		
	Commercial New Construction	Valuation **	Permit and plan review fees apply. Electrical, plumbing and other fees apply
	Multi Family or Commercial Buildout, Addition or Interior Alterations	Valuation **	Permit and plan review fees apply. Electrical, plumbing and other fees apply
8-20-1	FENCES		
	Fences	100.00	Flat fee
8-20-1	DUMPSTER ENCLOSURE		
	Dumpster Enclosures	100.00	Flat fee
8-20-1	RETAINING WALL		
	Retaining Wall > 3'	125.00	Plus 3rd party review and inspection fees as applicable

8-20-1	PAVING, IMPERVIOUS SERVICES		
	Patios, sidewalks and stoops	100.00	Electrical not included, min. fees apply
	Driveways Residential (Single Family/Duplex)	100.00	Curb cut not included
	Commercial Parking Lot including Pavement Patching or Grinding/Resurfacing	125.00	Flat fee
	Re-Stripe Parking Lot	75.00	Flat fee
	Misc. paved surface, including sport courts	100.00	Flat fee
8-20-1	DECKS		
	Decks	150.00	Electrical not included, min. fees apply
8-20-1	ACCESSORY STRUCTURES		
	Detached Garages	325.00	Plumbing not included, min. fees apply; electrical included
	Sheds more than 50 sq. ft.	125.00	Electrical not included, min fees apply
	Gazebo/Pergola	125.00	Electrical not included, min fees apply
	Outdoor Fire pits	75.00	
	Temporary structures including Tents, cargo or shipping containers & membrane structures	100.00	Electrical not included, min fees apply
	Temporary Bleachers, Platform, Stage	100.00	Electrical not included, min fees apply
	<u>Temporary Construction Trailer</u>	<u>250.00</u>	<u>Electrical not included, min fees apply</u>
8-20-1	SIGNS		
	Signs (each)		
	Temporary Signs & Banners	100.00	Electric not included, min fees apply
	Non-Illuminated sign & sign panel replacement	75.00	
	Illuminated sign	125.00	Electrical included
8-20-1	IRRIGATION SYSTEMS		
	Irrigation Systems	100.00	heads or piping placed on City right-of-way requires right-of-way permit
8-20-1	REMODELING		
	Kitchen Remodeling	400.00	Plumbing and electric included
	Bathroom Remodeling	350.00	Plumbing and electric included
	Basement Remodeling	450.00	Electrical included, plumbing not included, min fee applies
	Combination Remodeling Permit	550.00	Plumbing and electric included

8-20-1	ELECTRICAL		
	Electrical Work	100.00 minimum	Includes 30 minutes of plan review and two inspections. CCO reserves
	Emergency Generator	100.00	

	Service Upgrade to 200 amps	100.00	the right to assess additional plan review at \$50/hr.
	Service Upgrade to 400 amps	100.00	
	Service Upgrade over 400 amps	150.00	
	Each Additional Meter	25.00	
	Service Panel or Sub-Panel	25.00	
	Temporary Electric Service	100.00	
	Electric Vehicle Charging Station (per charger or station)	75.00	No additional electrical fee
	Transformer	25.00	
	Underground Service	25.00	
	Exterior lighting fixtures		Included with sq. ft. calc for new construction, if standalone project min fee applies
	Theatrical type or other specialty lighting fixtures		Included with sq. ft. calc for new construction, if standalone project min fee applies
	Single family/Duplex New, Additions or remodels	\$0.055/sq. ft.	
	Multifamily (non-duplex) and commercial new, additions or remodels	\$0.06/sq. ft.	
8-20-1	PLUMBING		
	Plumbing Work	100.00 minimum	Includes 30 minutes of plan review and two inspections. CCO reserves the right to assess additional plan review at 50/hr.
	Water Heater Replacement	100.00	
	Rough and Final		
	Each fixture	10.00	
	Each building sewer, trailer park sewer or cesspool	50.00	
	Each private sewage disposal system	100.00	
	Each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	25.00	
	Rainwater systems - per drain (inside building)	10.00	
	For installation, alteration or repair of water piping or water-treating equipment, or both, each	5.00	
	For each water heater including vent	20.00	
	Each appliance or piece of equipment regulated by the plumbing code but not classified in other appliance categories, or for which no other fee is listed in this code	10.00	

8-20-1	ROOFING		
	Roofing Single Family/Duplex Residential	100.00	Flat fee

	Roofing Multi-Family	225.00	Flat fee
	Roofing Commercial	250.00	Flat fee
8-20-1	WINDOWS / DOORS		
	Windows/Doors	100.00	Flat fee
8-20-1	SIDING		
	Siding Replacement	125.00	Flat fee
8-20-1	SOLAR		
	Solar (Roof or Ground Mounted)	150.00	Flat fee
8-20-1	WATER SERVICE		
	Water Service Line Repair, Replacement or New Install (not associated with new construction)	75.00	Additional connection and meter fees (Water Dept.) apply, additional surcharges may apply
8-20-1	SEWER SERVICE		
	Sewer Service Line Repair, Replacement or New Install (not associated with new construction)	75.00	Additional connection fees (Water Dept.) apply, additional surcharges may apply
8-20-1	DRYWELLS		
	Drywells	75.00	
8-20-1	DRAIN TILE/SUMP PIT		
	Drain Tile/Sump Pit	75.00	Electrical included
8-20-1	HVAC		
	Single Family/Duplex Furnace and/or AC Unit Replacement	75.00	Flat fee
	Multi Family or Commercial HVAC or RTU	125.00	Per unit
	Fireplace	100.00	
8-20-1	RADON SYSTEM		
	Radon System (passive or power)	75.00	Flat fee
	FOUNDATION WORK		
	Foundation Only or Foundation Repair	150.00	
8-20-1	DEMOLITION		
	Demolition Accessory Structure (Shed)	75.00	does not include water or sewer disconnection
	Demolition Accessory Structure (Detached Garage)	100.00	does not include water or sewer disconnection
	Single Family/Duplex Demolition Principal Structure	250.00	includes water and sewer disconnection
	Demolition Multi Family or Commercial Primary Structure	400.00	includes water and sewer disconnection
	Demolition Multi Family or Commercial Interior	350.00	Not required with commercial interior rebuild permit

8-20-1	STRUCTURAL MODIFICATIONS		
	Structural Modification/Repair - Single Family/Duplex	Valuation *	Permit and plan review fees apply
	Structural Modification/Repair - Multi Family or Commercial	Valuation **	Permit and plan review fees apply
8-20-1	STORAGE TANKS		
	Storage Tank	100.00	
8-20-1	POOLS		
	Single Family or Duplex Swimming Pool, Spa or Hot Tub Above Ground	150.00	Flat fee
	Single Family or Duplex Swimming Pool, Spa or Hot Tub In Ground	250.00	Flat fee
	Commercial or Public Hot Tub, Spa or Pool	Valuation**	Permit and plan review fees apply. Requires coordination with DuPage County Health Department
8-20-1	TELECOMMUNICATION		
	Telecommunication Sites	Valuation **	Permit and plan review fees apply.
8-20-1	ACCESSIBILITY		
	Accessibility Modifications	100.00	
8-20-1	MOVING/SHORING		
	Shoring or Moving Any Building	150.00	Plus foundation if applicable, if structure is to be relocated in Warrenville additional new structure permit is required.
8-20-1	ELEVATOR		
	Elevator Modifications	150.00	Plus 3rd party review and inspection
8-20-1	VALUATIONS		
	* Single family and Duplex plan review \$50 up to 2,500 sf, \$75 for anything over 2,500 sf (area calculated using exterior dimensions of proposed structure.)		
	* Single family permit fees, \$6/\$1,000 construction cost. Minimum of \$75		
	** Attached single family (except duplex), Multifamily and Commercial. Plan review 65% of permit fee.		
	** Commercial/Multifamily Permit Fees:		
	\$75 for the first 2,500 then \$1.00 for each \$100 or fraction thereof up to and including \$5,000		
	\$100 for the first 5,000 then \$14.00 for each \$1,000 or fraction thereof up to and including \$25,000		
	\$380 for the first 25,001 then \$10.00 for each \$1,000 or fraction thereof up to and including \$50,000		
	\$630 for the first 50,000 then \$7.40 for each \$1,000 or fraction thereof up to and including \$100,000		
	\$1,000 for the first 100,000 then \$5.50 for each \$1,000 or fraction thereof up to and including \$500,000		
	\$3,200 for the first 500,000 then \$4.60 for each \$1,000 or fraction thereof up to and including \$1,000,000		
	\$5,500 for the first 1,000,000 then \$3.00 for each \$1,000 or fraction thereof		

OTHER PERMITS NOT OTHERWISE LISTED			
8-20-1	Other permits not otherwise listed	75.00	Minimum permit fee. Additional fees may apply
ZONING CERT AND CODE COMPLIANCE LETTERS			
8-21-1	Zoning Certification and Code Compliance Letters	100.00	Fee not applicable for owner occupied, single-family residential properties
<u>8-12-1</u>	<u>School Donation Fee</u>	<u>Varies</u>	
<u>8-12-1</u>	<u>Park Donation Fee</u>	<u>Varies</u>	
<u>8-12-1</u>	<u>Library Donation Fee</u>	<u>Varies</u>	

8-20-1.1	CASH PERFORMANCE BONDS		
Type of Construction	Single Family Residential	Attached Single Family Residential	Commercial
Construction of Driveway or Other Work in City Right-of-Way	400.00	400.00	400.00
Auger of City Paved Streets	10,000.00	10,000.00	10,000.00

PLANNING AND ZONING APPLICATION AND REVIEW FEES

Code Section	Case Type	Public Hearing Required	Residential Fee (R-1- R-6, 2 lots or fewer)	Standard Fees	
				Initial Application Fee	Resubmittal Fee
2.C Zoning Ordinance, 11-1-9 Appendix 1	Public Hearing Cases: <ul style="list-style-type: none"> • Text or Map Amendment • Special Use • Special District Site Plan Approval and Amendments • PUD Preliminary, Final and Combined Preliminary/Final Plan • PUD Major Amendment 	Yes	400.00	700.00	25% Application Fee
2.C Zoning Ordinance, 11-1-9 Appendix 1	Minor Changes to Conditional Uses or Minor Amendment to PUD	No	200.00	400.00	25% Application Fee
11-1-9 Appendix 1	Subdivision/Plat of Vacation	Yes	300.00	600.00	None
11-1-6.A.1	Subdivision/Plat of Vacation Consultant Services <u>Recovery of City Consultant Costs (See Section 2.C.2 of Zoning Ordinance)</u>	500.00 for all sites containing three acres or less, plus an additional fee of 500.00 per acre up to a maximum initial fee of 5,000.00. In the event the amount of the application fee is exhausted by such charges, the City, at its discretion, may require the payment of additional monies for such services.			
2.C Zoning Ordinance	Site Plan Review Fee	No	300.00	600.00	25% Application Fee
<u>2.C.2 Zoning Ordinance</u>	<u>Development Recoverable Cost Escrow</u>	<u>Assessed as determined by the Community and Economic Development Director</u>			
2.C Zoning Ordinance, 11-1-9 Appendix 1	Variance Only (including Minor Variance)	Yes	300.00	500.00	None
2.E Zoning Ordinance, 11-1-9 Appendix 1	Newspaper Notice and Recording Fee	NA	Direct Bill	Direct Bill	Direct Bill
2.E Zoning Ordinance, 11-1-9 Appendix 1	Sign Removal Fee (if needed)	NA	100.00	100.00	NA
8-12-4, 7-2-2, 11-1-6.H	Agreements (annexation, surety, easement, recapture, encroachment, etc.)	NA	200.00	400.00	25% Application Fee
	Technical Study and Report Review (Parking, Traffic, etc.)	NA	100.00	400.00	None
	Changes to Approved Landscape Plan	No	100.00	100.00	None

STORMWATER, ENGINEERING, AND UTILITY FEES

Code Section	DESCRIPTION	FEE	NOTES
8-13-3:A	STORMWATER APPLICATION FEES*		
	For existing single-family, multi-family and nonresidential properties <u>requiring</u> a Best Management Practice only.	150.00	
	For new single-family properties <u>not involving or impacting</u> floodplain or wetland areas, and <u>exempt</u> from Best Management Practices and detention requirements <u>and minor developments like general certifications, utility crossings, and other minor reviews.</u>	600.00	
	For new single-family residential properties <u>not involving or impacting</u> floodplain or wetland areas and <u>requiring</u> Best Management Practices	750.00	
	For new single-family residential properties and developments up to 1 acre in size <u>involving or impacting</u> floodplain or wetland areas or <u>requiring</u> detention or <u>requiring</u> Best Management Practices	950.00 ⁽¹⁾⁽²⁾	See Footnote.
<p>⁽¹⁾Single-family residential projects over 1 acre, there will be an additional \$600.00 per acre for each additional acre or portion thereof. The maximum applicable fee shall be 7500.00. ⁽²⁾For new large scale subdivisions with paid development fees, the permit fee will be \$300 per home.</p>			
	For attached single-family residential, multiple-family residential and nonresidential developments up to 1 acre in size <u>not involving or impacting</u> floodplain or wetland areas, and <u>exempt</u> from detention and Best Management Practice requirements	1000.00 ⁽³⁾⁽⁴⁾	See Footnote.
	For attached single-family residential, multiple-family residential, and nonresidential developments up to 1 acre in size <u>not involving or impacting</u> floodplain or wetland areas but <u>requiring</u> detention or Best Management Practice, and detention is provided in an on-site or off-site shared detention facility	1800.00 ⁽³⁾⁽⁴⁾	See Footnote.
<p>⁽³⁾For such developments over 1 acre, there will be an additional \$250 per acre for each additional acre or portion thereof. The maximum applicable fee shall be \$5,000.00. ⁽⁴⁾For new large scale subdivisions with paid development fees, the permit fee will be \$600 per building.</p>			
	For attached single-family residential, multiple-family residential and nonresidential developments up to 1 acre in size <u>involving or impacting</u> floodplain or wetland areas or <u>requiring</u> detention or Best Management Practice and detention is provided in an on-site or off-site shared detention facility	5000.00 ⁽⁵⁾⁽⁶⁾	See Footnote.
<p>⁽⁵⁾For such developments over 1 acre, there will be an additional \$250 per acre for each additional acre or portion thereof. The maximum applicable fee shall be \$10,000.00. ⁽⁶⁾For new large scale subdivisions with paid development fees, the permit fee will be \$600 per building.</p>			

8-13-3:E	Environmental Consulting Costs for Projects Involving Wetlands	Varies	Applicant responsible for all costs plus 25% for City administrative and executive services
<p>*Payments shall be made from the application fee for City services for the review of the document, issuance of the certification and inspection of installation of the stormwater facilities based on time spent by staff multiplied by the employee actual hourly rate or consultant's hourly rate. Consultants may add a charge for overhead and professional fee. An additional charge of twenty-five percent (25%) shall be added to the staff or consultant charge for City administrative and executive services. In the event the amount of the application or inspection fee is exhausted by such charges, the City, at its discretion, may require the payment of additional monies for such services.</p>			
	Wetland Verification Fees	300.00	
8-13-3:B	STORMWATER INSPECTION FEES		
	For subdivisions and nonresidential properties of 3 acres or less	500.00	
	For properties over 3 acres, plus 2.5 percent of the engineer's estimate of probable construction cost of the stormwater management, BMP, and erosion control improvements	500.00	
	Individual residential properties	250.00	
8-13-3:C	STORMWATER RECORDING FEES		
	Recording of declaration of stormwater facility maintenance agreement and covenant	76.00	

Code Section	DESCRIPTION	FEE	NOTES	
8-20-1	ENGINEERING FEES			
	Final Engineering Review and Inspection	Percentage of Cost of Required Public Improvements	Estimated Cost of Required Public Improvements	Final Engineering Review and Inspection Fee Required
			Less than \$2,500	7% of estimated cost; but not less than 150.00
			2500.00 to 10000.00	6% of estimated cost, but not less than 400.00
			10,000.00 to 25,000.00	5.5% of estimated cost, but not less than 1000.00
			25,000.00 to 50,000.00	5% of estimated cost, but not less than 1500.00
			50,000.00 to 100,000.00	4.75% of estimated cost, but not less than 3000.00
			100,000.00 to 200,000.00	4.5% of estimated cost, but not less than 5,000.00
			200,000.00 or more	4.25% of estimated cost, but not less than 10,000.00
	Required Surety (Letter of Credit, Bonds, or Cash Deposit)	110% of Approved Engineer's Cost Estimate of Public Improvements	This figure must include required landscaping	
	UTILITY FEES			
7-4B-5	Water Tap On Fee	Based on Domestic Water Service Size (See Notes)	Fee	Domestic Water Service Size
			1000.00	1" Diameter
			2150.00	1.5" Diameter
			5770.00	2" Diameter
			7525.00	3" Diameter
			15500.00	4" Diameter
			30100.00	6" Diameter
7-4B-6	Sewer Tap On Fee	Based on Domestic Water Service Size (See Notes)	Fee	Domestic Water Service Size
			1000.00	1" Diameter
			2150.00	1.5" Diameter
			5770.00	2" Diameter
			7525.00	3" Diameter
			15500.00	4" Diameter
			30100.00	6" Diameter
			46660.00	8" Diameter
72900.00	10" Diameter			
105000.00	12" Diameter			
7-4C-4D	Sewer Surcharge Fee	Varies		
8-12-1	School Donation Fee	Varies	NOTE: Moved to Building, Permit and Plan Fees Table	
8-12-1	Park Donation Fee	Varies		
8-12-1	Library Donation Fee	Varies		

BUSINESS REGISTRATION & LICENSE FEES

3-10-15	Late Renewal Fee	25.00	<p>Any renewal application filed up to 30 days after the due date (December 1) for such application.</p> <p>An additional 25.00 fee shall be assessed for each 30-day period thereafter during which fees remain due and unpaid, up to a maximum total of 100.00.</p>
3-10-15	Late Application Fee	25.00	<p>Any new application filed up to 30 days after the due date (10 days after receipt of application forms)</p> <p>An additional 25.00 fee is assessed for each 30-day period thereafter during which fees remain due and unpaid, up to a maximum of 100.00</p>
3-10-7	Replacement Fee	1.00	
	REGISTRATION TYPE	ANNUAL FEE	NOTES
			All Registrations Valid from January 1 thru December 31 unless otherwise noted
3-10-7	Home-Based Businesses	50.00	<u>Includes Short Term Rental Businesses</u>
3-10-7	Business	75.00	Required for all non-home-based businesses, excludes Contractors
8-1-3	Contractor	100.00	
	LICENSE TYPE	ANNUAL FEE	NOTES
			All Licenses Valid from January 1 thru December 31 unless otherwise noted.
7-3-2-2	Animal Use At City-Sponsored Event	15.00	No license may be submitted less than 2 days before city-sponsored event
4-4-5	Animal Kennel	80.00	
3-30-2	Drop-Off Bin	50.00	
3-9-7	Game Room – Class A	1000.00	20 amusement devices or more; Per 3-9-8 Taxes Required Per Device
	Game Room- Class B	500.00	11-19 amusement devices; Per 3-9-8 Taxes Required per Device
	Game Room – Class C	50.00	2-10 amusement devices; Per 3-9-8 Taxes Required per Device
3-6-2	Food - General Food Handler	25.00	
3-6-2	Food - Mobile Food Unit (incl. trucks)	100.00	
3-6-2	Food - Delivery Vehicle (Per vehicle)	5.00	
3-2-7	Liquor – Class A1	2200.00 initial 1300.00 renewal	Retail Sale; Consumption On-Site
3-2-7	Liquor – Class A2	3600.00 initial 2000.00 renewal	Retail Sale; Consumption On-Site w/Food Service Capacity not less than 100
3-2-7	Liquor – Class A3	1400.00 initial 800.00 renewal	Retail Sale; Consumption On-Site w/Food Service Capacity not less than 40

3-2-7	Liquor – Class A4	1100.00 initial 700.00 renewal	Catering
3-2-7	Liquor- Class A5	4000.00 initial 2500.00 renewal	Retail Sale; Consumption On-Site w/Food Service and Beer Manufacturing
3-2-7	Liquor – Class A6	2200.00 initial 1300.00 renewal	Private Parties Within Banquet Room
3-2-7	Liquor – Class A7	3800.00 initial 2200.00 renewal	Retail Sale in Specific Areas
3-2-7	Liquor – Class A8	3600.00 initial 2000.00 renewal	Retail Sale as Accessory Use to a Movie Theater
3-2-7	Liquor – Class B1	2400.00 initial 1400.00 renewal	Retail Sale of Liquor for Off-Site Consumption
3-2-7	Liquor- Class B2	3000.00 initial 1800.00 renewal	Tavern - Retail Sale for on- or off-site consumption
3-2-7	Liquor – Class B3	1300.00 initial 800.00 renewal	Retail Sall of beer, wine and bottled alcohol beverages for Off-Site Consumption
3-2-7	Liquor – Class B4	1300.00 initial 800.00 renewal	Microbrewery
3-2-7	Liquor – Class B4A	400.00 initial 235.00 renewal	Winery or Vineyard
3-2-7	Liquor – Class C	1100.00 initial 700.00 renewal	Corporate Event
3-2-7	Liquor – Class C1	200.00	Not-For-Profit Special Event
3-2-7	Liquor – Class D	50.00	24-Hour License
3-2-7	Liquor Class – Class E	700.00 initial 400.00 renewal	Available to B3 License Holders
<u>3-2-7</u>	<u>Liquor Class – Class F</u>	<u>200.00</u>	<u>Personal Care Establishment</u>
3-2-7	Liquor Class – Class V	1000.00 Initial 2000.00 renewal	Video Gaming
3-26-2	Massage Establishment	500.00 initial 100.00 renewal	Additional \$25 background check fee is required with any renewal
7-2-2	Outdoor Seating	50.00	Applicable for seating on Public Right Of Way. If City Council Review is required fee is 100.00
3-8-4	Raffle	50.00/raffle	Only available to religious, charitable, labor, fraternal, educational, or veterans organizations that have been in existence for at least five years
6-2-1	Scavenger	750.00	License is valid May 1 and expires April 30 of Following year
<u>3-31-2</u>	<u>Short Term Rental</u>	<u>75.00</u>	<u>License required for each reservable rental</u>
3-4-4	Solicitor	60.00	Valid for up to 60 days; Charitable Organizations Exempt
3-7-4	Taxi/Limousine	100.00	
3-20-3	Tobacco Dealer License	35.00 initial 10.00 renewal	
3-3-2	Video Gaming Terminal	1000.00	Fee is per terminal
3-28-4	Pavement Sealant Contractor License	100.00	

CODE ENFORCEMENT FEE SCHEDULE

Code Section	DESCRIPTION	FEE
1-4-1	GENERAL PENALTY	
6-3-3-B-9 (c)	Motor Vehicle Violation in Public Right Of Way	
6-6-4	Trees and Plants, Violation and Penalty	
7-2-2 M	Encroachments in Public Rights-of-Way, Violations	
7-2-4 B Sec 1 & 2	Depositing snow/materials on the street. Duty to reimburse the City	<p>B. Duty To Reimburse: It shall be unlawful for any party, individual, or corporation responsible for depositing materials on a permeable pavement street in violation of subsection A of this section to fail to reimburse the City, within sixty (60) days after the mailing of an invoice for the proper and professional cleanup of said illegal deposits. The City shall be reimbursed for all cleanup costs incurred by the City, including any costs associated with having a private contractor assist in the cleanup at the request of the City. An additional charge of twenty five percent (25%) shall be added to any private contractor invoices to cover City administrative and executive services. If City equipment is used to properly remove illegal deposits and clean the permeable pavement roadway, the reimbursement fee for said work will be calculated as follows:</p> <ol style="list-style-type: none"> 1. One hundred fifty dollars (\$150.00) per hour per piece of City equipment (i.e., Bobcat, street sweeper, etc.) used to respond to the incident (a 1 hour minimum shall apply); plus 2. Seventy-five dollars (\$75.00) per hour per City public works employee that responds to the incident. A one hour minimum per employee shall apply. (Ord. 2499, 4-6-2009)
7-3-1-3	Bond Required for Cerny Park Use	<p>Before a permit may be issued to a resident group of twenty-five (25) or more persons, a cash bond in the amount of fifty dollars (\$50.00) shall be deposited with the city clerk. Before a permit shall be issued to a nonresident group of twenty-five (25) or more persons, a cash bond of five hundred dollars (\$500.00) shall be deposited with the city clerk.</p> <p>Said bond shall be forfeited to the city if any rule or regulation governing the use of the park is violated by the group or any member thereof. The bond shall be returned only upon the delivery to the city clerk of a special release from the community development department stating that the group complied with all applicable rules and regulations in its use of the parks. (Ord. 1969, 3-18-2002)</p>

7-4D-11(B)	Discharge into Storm Sewers	Any person convicted of a violation of any section or provision of this Code, where no other penalty is expressly set forth, shall be fined a sum of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00). (Ord. O2017-75, 12-4-2017)
7-4D-12 (E)	Discharge into Storm Sewers	
8-20-3	Penalties	

CITY OF WARRENVILLE

PROPERTY TAX APPEAL INTERVENTION POLICY

PURPOSE

The purpose of this policy is to establish a process intervening in real property tax assessment appeals, whether residential, commercial, or industrial, requesting a decrease in assessment of \$100,000 or more.

AUTHORIZATION

- Appeals before the DuPage County Board of Review: A letter from the City Administrator authorizing the City Attorney, or other law firm, to file interventions on behalf of the City is required. This letter is effective for one year.
- Illinois Property Tax Appeal Board (PTAB): A resolution approved by the City Council authorizing the City Attorney, or other attorney, to file interventions on behalf of the City is required.

POLICY ADMINISTRATION

The Executive Assistant / Deputy Clerk (EA/DC) under the supervision of the City Administrator (CA) will administer the policy.

PROCESS

FOR DUPAGE COUNTY BOARD OF REVIEW APPEALS (LEVEL 1)

- **NOTE: Requests to intervene must be filed with the Board of Review within 10 days after the postmarked date of notification.**
- Copies of real estate assessment appeals requesting a reduction in the property's assessment of \$100,000 or more received from the DuPage County Board of Review are directed to the EA/DC. (Note that the DuPage County Board of Review only notifies the City of appeals seeking a change in the assessment of \$100,000 or more.)
- Letters, petitions and envelopes displaying postmark dates are scanned and saved in the proper assessment year folder within the Property Tax Appeals folder in the Administration network drive.
- A map of the real estate parcel in question is created from the DuPage County GIS Parcel Viewer application and saved with the letter, petition and envelope (together, known as the "**Complaint**").
- Complaints for commercial/industrial property are emailed to the City Attorney upon completion.
- Complaints for residential property are directed to the CA for review and authorization prior to submission to the City Attorney. The CA will use discretion to determine if residential property complaints require intervention.
- Upon receipt, the City Attorney files a Request to Intervene Form with the DuPage County Board of Review. Unless directed otherwise, the City Attorney selects the option to waive the hearing.

Approved by City Council: _____
 Draft: 10-16-2025

- The County sends a notice of hearing or a notice of stipulated assessment to the City Attorney. In most cases, the Township Assessor and the taxpayer agree to a stipulated assessment, which is usually a compromise between the original assessment and the assessment requested in the appeal. If a settlement cannot be reached, a hearing is scheduled. The CA, in consultation with the City Attorney, determines whether the City Attorney should appear at the hearing.

FOR STATE OF ILLINOIS PROPERTY TAX APPEAL BOARD APPEALS (LEVEL 2)

- NOTE: *Interventions must be filed with PTAB within 60 days after the postmarked date on the notification*
- These are appeals from the decision of the DuPage County Board of Review
- Forward entire Complaint to CA and City Attorney for review and direction on intervention.
- Contact representatives of other taxing bodies to coordinate response. Note that school districts usually take the lead on these interventions.
- In order to file an intervention before PTAB, the City must submit evidence it wants PTAB to consider when evaluating the appeal.
- The CA determines if intervention is warranted after discussing the appeal with the other taxing districts.

RECORD RETENTION

Retention of this record series is three years following settlement.

Approved by City Council: _____
Draft: 10-16-2025

RESOLUTION NO. R2025-XX

**A RESOLUTION APPROVING AND AUTHORIZING
CITY INTERVENTION IN CERTAIN TAX APPEAL CASES**

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 requires revenue funds in order to provide high-quality governmental services; and

WHEREAS, the Illinois real property tax is a major source of the City's revenue; and

WHEREAS, from time-to-time, tax payers seek to have the equalized assessed valuation of their properties reduced by appealing their assessments to the DuPage County Board of Review or the State of Illinois Property Tax Appeal Board; and

WHEREAS, any reduction in equalized assessed valuation of properties located within the City can adversely affect the City's revenues; and

WHEREAS, in order to intervene in certain assessment proceedings, the City Council must provide authorization by resolution; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to authorize the intervention by the City in certain tax assessment proceedings where the revenues to be received could be jeopardized or adversely affected;

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: Authorization of Elrod Friedman LLP. The law firm of Elrod Friedman LLP ("**City Attorney**") is hereby authorized to file interventions in real property tax assessment proceedings on behalf of the City. The City shall only authorize intervention if (1) the taxpayer is seeking a reduction in the assessment of property equal to or greater than \$100,000; and (2) the City Administrator, after consultation with the City Attorney, determines that intervention is warranted in a particular case.

SECTION 3: Reporting on Assessment Status. City Attorney shall report to the City on the status of all tax assessment cases in which the City has intervened upon request by the City Council.

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

[VOTING RECORD AND SIGNATURES ON FOLLOWING PAGE]

PASSED THIS ____ day of _____, 2025.

APPROVED THIS ____ day of _____, 2025.

AYES: ____ NAYS: ____ ABSENT: ____ ABSTAIN: ____

MAYOR

ATTEST:

CITY CLERK

ZONING ORDINANCE TEXT AMENDMENTS

13. DEFINITIONS

* * *

PUBLIC ART MURAL: A large painting or other work of visual art professionally applied directly on the side exterior wall of a building that (i) is visible from a public right-of-way or other public property; (ii) does not contain any hidden or overt text, logos, symbols, slogans or trademarks; and (iii) does not identify or advertise a business, product, service, event, institution, organization, location, or individual. A public art mural is not a sign, as defined in Section 8-14-9 of the City Code.

Table 3A: Permitted and Special Uses in All Zoning Districts

Uses listed are also Permitted or Special Uses in all higher-numbered districts with same letter designation.

Uses listed are also Permitted or Special Uses in all higher-numbered districts with same letter designation.

* Indicates uses allowed only along arterial streets designated in Comprehensive Plan.

** Conditional use only. See Section 7 - F.

*** The following list of Home Occupations uses shall be allowed in the TO zoning district provided that in aggregate no more than 25% of the gross floor area of the building, up to a maximum of 1,000 square feet, is occupied by one or more of these uses:

- a. art, photography, painting, sculpting or crafts studio,
- b. dressmaking, sewing, and tailoring,
- c. teaching of music or dancing to no more than 4 pupils at one time,
- d. other teaching or tutoring, limited to 6 pupils at one time,
- e. hair styling and cutting,
- f. repair of small appliances.

**** Massage establishment uses must also obtain a massage establishment business license and comply with the additional regulations provided in Title 3 Chapter 26 of the City Code Massage Establishments.

***** **Public art murals are permitted in the R-1, R-2, R-3, R-4, R-5, and R-6 only when located on a zoning lot already used for a park, playground, or forest preserve and open to the public. Public art murals must be installed in accordance with the additional regulations set forth in Title 8, Chapter 22 of the City Code.**

* * *

Land Use	Most Restrictive (Lowest Numbered) Districts Use is a Permitted Use In	Most Restrictive (Lowest Numbered) Districts Use is a Special Use In
* * *	* * *	* * *
Public Art Mural*****	R1 B2 O1 TO M1	
* * *	* * *	* * *"

CITY CODE AMENDMENTS

CHAPTER 22

PUBLIC ART MURALS

8-14-1: PURPOSE:

Public art murals, as defined in Section 13 of the Warrenville Zoning Ordinance, can enhance the character and aesthetics of public spaces as well as embody walls with history, storytelling, and placemaking that distinguish the City from other communities. The purpose of this chapter is to allow the installation of public art murals pursuant to reasonable conditions and restrictions.

8-14-2 – PERMIT REQUIRED:

Public art murals are prohibited in the City unless installed pursuant to a permit issued by the City in accordance with this chapter.

8-14-3 – PUBLIC ART MURAL STANDARDS.

No permit may be issued for a public art mural unless the public art mural complies with the following standards:

- A. The public art mural must be located on a lot where public art murals are permitted pursuant to Table 3A of the Warrenville Zoning Ordinance.
- B. No more than one public art mural is permitted per building and the mural must be confined to only one wall.
- C. No more than one public art mural is permitted per zoning lot.

- D. Public art murals may only be installed on secondary facades and may not be installed on facades facing primary street frontages.
- E. Public art murals must be at least 64 square feet in size.
- F. A public art mural may not extend more than six inches from the plane of the wall it is placed upon and must be entirely located on zoning lot.
- G. Public art murals must be sealed with anti-graffiti and UV resistant coating immediately upon completion of the mural.
- H. Public art murals material medium must be compatible with the surface and/or substrate so as not to degrade or damage the underlying surface (e.g., mineral paint formulated for masonry should be used on masonry or concrete walls rather than acrylics)
- I. A public art mural may not have or include electrical or mechanical components or use any moving structural elements, flashing, lighting, or other elements that result in movement or the appearance of movement or change in the mural image.
- J. Public art murals may be illuminated by downlighting that is turned off and back on not more than once every 24 hours provided that the illumination must comply with the performance standards contained in 10-9.I of the Warrenville Zoning Ordinance.
- K. Public art murals may not contain known gang symbols or depict an offensive act, utterance, gesture or display that creates a clear and present danger of a breach of peace or imminent threat of violence.
- L. Public art murals may not depict material harmful to minors.

8-14-4 - APPLICATION.

A public art mural permit application must be submitted to the Community Development Department that includes, without limitation, the following information and documents:

- A. A color rendering of the proposed mural, including dimensions and a site rendering of the proposed wall or facade upon which the mural would be installed or affixed.
- B. An aerial map providing the location where the proposed mural would be installed and photographs of the site location and its immediate surroundings.
- C. A narrative that includes a written description of the proposed mural, the project timeline, budget and funding sources.
- D. Resume or biography for each artist involved in the design and application of the mural that includes a list of examples of their previous mural projects work and the location of each project.
- E. A maintenance and removal plan that includes:
 - 1. the proposed timeline or lifespan of the mural;

2. information explaining the proposed wall preparation, materials, installation process, protective coating; and
3. statement attesting that the protective coating will be applied in order to preserve the integrity of the building, structure and mural.
4. an explanation for how the mural may be removed without damaging the surface of the exterior wall.

F. A mural maintenance and removal agreement, in a form prepared by and acceptable to the City, executed by the artist and property owner, that, among other things, contains a waiver of the Visual Artists' Rights Act, 17 U.S.C. §§ 106, 106A and 113, as amended, executed by the artist. The maintenance and removal of mural agreement must be recorded against the property on which the mural is located and must provide for a minimum mural maintenance period of five years. The property owner must agree to be ultimately responsible for the maintenance and removal of the mural.

G. An affidavit attesting that the notice required by Section 8-14-5 was provided and a copy of the letter mailed to the neighboring properties.

H. A letter from the property owner consenting to installation of the public art mural.

I. The application fee, in the amount set forth in the Annual Fee Ordinance.

8-14-5 – NOTICE REQUIRED.

At least 21 days before the Tourism and Arts Commission meeting at which the application will be considered, the applicant must send written notice by first class mail to the record title owner or the tax payer of record listed on the DuPage County Assessors Office, if different, of each property located on both sides of the same block where the public art mural will be installed. The written notice must contain the address of the mural, a rendering of the proposed mural and its location on the building, and the date and time of the Tourism and Arts Commission meeting at which the application will be considered.

8-14-6 – APPROVAL PROCEDURE.

A. Application. An application must be filed in accordance with Section 8-14-4.

B. Action by the Community Development Department: Upon receipt of an application for a public art mural permit, the Community Development Department will review the application and, if complete, and proposed to be in a location permitted by Table 3A of the Warrenville Zoning Ordinance, will transmit the application to the Tourism and Arts Commission for its review and recommendation.

C. Action by the Tourism and Arts Commission: The Tourism and Arts Commission will consider the application at a public meeting of the commission in accordance with the review criteria set forth in Subsection 8-14-5.E and transmit its written recommendation to the City Council.

D. Action by the City Council: The City Council will consider the application at a scheduled public meeting and will either approve or disapprove the issuance of the public art mural permit by resolution.

E. Review Criteria for Public Art Murals: The Tourism and Arts Commission and the City Council will recommend approval of or approve (as applicable) the public art mural permit if the public art mural comports with the following criteria:

1. The public art mural complies with the standards set forth in Section 8-14-3.
2. The public art mural will have sufficient durability and structural integrity to remain in good condition for at least five years.
3. The public art mural satisfies the purpose of this chapter because it
 - a. Includes history, storytelling, or placemaking content, themes, or inspiration; or
 - b. Is inspired by, educates about, or advocates for at least one attribute or aspect of the City and its residence, including, without limitation, its vibrancy, diversity, or traditions; and
 - c. Is consistent with and enhances the family-friendly character of the City's public spaces.
4. The public art mural will not create a danger for motorists or pedestrians, nor will it limit the use or enjoyment of an adjacent property or any property with a clear line of sight to the public art mural.

8-14-6 – MAINTENANCE AND REMOVAL REQUIRED.

A. The public art mural permittee and the owner of the property on which a public art mural is located must maintain the public art mural in good and safe condition such that it maintains its original color vibrancy, does not have any flaking, torn, peeling, or otherwise deteriorating surfaces, and is not defaced or altered such that it no longer conforms with the originally approved design.

B. If the public art mural is not maintained in accordance with subsection A of this section or if it is no longer desired by the property owner, the mural must be fully removed such that no remnant of the mural remains and the exterior wall to which it had been affixed is in good and clean condition.

8-14-7 – RESERVED.

8-14-8 – PENALTY.

Any person who violates any of the provisions of this chapter shall be subject to a fine as provided in section 1-4-1 of this code for each offense. Each day on which a violation exists shall constitute a separate and distinct offense.

City of Warrentville

Council Sponsorship Application Check List

DOCUMENTS THAT MUST BE INCLUDED WITH APPLICATION:

- Proof of current 501 (c) 3 status
- Completed Council Sponsorship Application form
- Any additional documentation to support request

DOCUMENTATION DUE WITHIN 60 DAYS AFTER THE DONATION:

- If the sponsorship is for an advertisement in a program book (to promote community and economic development, or public safety), a copy of the booklet must be submitted to the Administration Department within 60 days of receipt of the sponsorship.

FOR OFFICIAL CITY USE ONLY BELOW THIS LINE

Council Sponsorship Review

Program Name: Warrentville Memorial VFW Post 8081

Program Date: N/A

City Administrator's Review Date: October 17, 2025

Application Complete: Yes No

Sponsorship Funds Available: Yes No (*Finance Department Verified*)

Approved
Forward to Committee of the Whole for consideration

Denied
Reason: _____

CITY COUNCIL SPONSORSHIP SUMMARY

City Council Meeting Date: _____ Approved Denied

Cash Sponsorship Amount: \$ _____

Requisition Process Date: _____ P.O. # _____

John B. Reynolds Memorials & Cemetery Management, Inc.
636 E. Washington St., West Chicago, IL 60185
Office: (630) 231-6854 Fax: (630) 231-6897
Jbreynolds68@gmail.com

September 2025

The estimated cost of the installation of a concrete foundation and a 4" apron for headstone of Henry Joseph Tiedeman in Warrenville Cemetery is \$500.00.

With sincere appreciation,
John Reynolds

CITY OF WARRENVILLE

MEMORANDUM

TO: Mayor Johnson, City Council, and City Administrator White
FROM: Amy Emery, Director of Community and Economic Development *ACEW*
SUBJECT: FY 2026 COMMUNITY DEVELOPMENT WORK PLAN
DATE: November 6, 2025

This memo has been prepared to consider a potential amendment to the FY 2026 Community Development Work Plan.

Background Information

As the City's Strategic Plan was being prepared, Cantera was facing many concerning conditions including the closure of McDonalds, Honey Berry Café, and potential closing of Cinemark Theater. Notable commercial vacancies at the time included the tenant spaces once occupied by California Pizza Kitchen, Skippy's, and Bank of America. Hotel operators were reporting performance measures lagging still from Covid impacts. Staff received steady inquiries from real estate brokers trying to market vacant office buildings and struggling to find interested tenants. In addition, building managers were reaching out to express concern that while they still had many areas under lease, the tenants were not actually using the spaces since many staff were working remotely. As such, they expected significant increases in vacancies going forward. Drafted in this environment, the Warrenville Strategic Plan and adopted FY 2026 work plan includes the following:

“Develop and release an RFP/RFQ to solicit consultant services to facilitate update to the Cantera Subarea Plan and Zoning Regulations. “

The Strategic Plan also lists corresponding Work Plan Items in FY 2027 and FY 2028 to complete the updated Cantra Subarea Plan update and develop the corresponding Zoning Regulations. This represents a very significant project expected to take considerable staff resources, consulting services, and community engagement.

Current Conditions

Much has changed since the Strategic Plan was approved in Cantera. The level of activity demonstrates that some things have changed since adoption of the Strategic Plan. Notable activities include:

- Opening of new dining choices - Simply South, Fusion Social, Madurai Kitchen, and Sankalp
- Phoenix Cinemas took over operations from Cinemark
- Northwestern Medical construction of a cancer center addition and parking garage
- Zoning approvals for new residential – Riverview West and Cantera Point
- Opening of Green Veterinary Clinic
- Hotel performance returning to pre-covid levels with focus on recreational travel and events
- Permitting for Orion Stem School – an innovative facility for middle- and high-school education

- Relocation of OSI Group Global Headquarters to 27201 Bella Vista Parkway
- Increasing demand for in-person office work (vs. remote) creating opportunities for leasing
- Steady inquiries to Community Development for reuse of the former McDonalds site, US Bank, and vacant office buildings.

FY 2026 Community Development Work Plan Considerations

Staff has identified two options to consider with respect to the FY 2026 Community Development Work Plan considering existing development conditions.

- 1) Proceed with the adopted and approved FY 2026 Community Development Work Plan. Staff can proceed with preparation of the RFP/RFQ and FY 2027 Budget Decision Packages for associated consulting services. Cantera is a critical economic activity hub for Warrenville. Much has changed in the development pattern, market conditions, and community need. A planning effort is still valuable, even though the need may be less urgent.
- 2) Amend the FY 2026 Community Development Work Plan to delay the Cantera Project and replace it with another item. If there is interest in an amendment, staff has identified the following options for discussion. Committee feedback is requested for staff to prepare an updated FY 2026 Community Development Work Plan to present as part of the 6-Month Strategic Plan Update scheduled for the November 24, 2025 Committee Meeting.
 - Planning for Opportunity Sites (focused primarily on public properties) to appreciate market opportunities, community priorities (e.g., affordable housing), and, in some cases, facilitate sales of surplus sites.
 - IL Route 59 Corridor Plan. A significant amount of development has occurred with TIF #4, but market conditions continue to challenge investment. A corridor plan would update land use assumptions, evaluate market conditions, identify strategies and tools to revitalize and connect newer and established commercial areas to enhance the overall corridor appearance and promote continued investment and commercial occupancy.
 - Based on the results of the Homes for a Changing Region Plan, develop accessory dwelling unit regulations. This is an approved Strategic Plan Priority for FY 2028 and could be initiated in FY 2026 instead of Cantera Point. The project would extend through FY 2027.
 - Sign Code Rewrite. There is a need to update the Warrenville Sign Code to address, among other items, content neutrality restrictions established by the Supreme Court. The scope of this work is beyond a typical text amendment and will require communication, education, and collaboration with local businesses. Given the technical nature of the amendments, consulting services will likely be required to provide necessary visuals and regulatory tools.

Recommendation

To gauge interest in amending the FY 2026 Community Development Work Plan and four alternative options. Based on feedback received, staff will evaluate the resource allocations required to provide a recommendation for the November 24, 2025 Committee of the Whole Meeting.

CITY OF WARRENVILLE

MEMORANDUM

TO: Mayor Johnson, City Council, and City Administrator White
FROM: Amy Emery, Director of Community and Economic Development *AEW*
SUBJECT: 2024 TIF REIMBURESMENT PAYMENTS TO SCHOOL AND LIBRARY DISTRICTS
DATE: November 6, 2025

This memo has been prepared to update the City Council on the TIF# 3 and TIF #4 reimbursement payments the City issued to the Warrenville Library District and Wheaton Warrenville School District 200 for calendar year (CY) 2024. The reimbursement payments were issued in November 2025.

Background

The State of Illinois TIF Act requires municipalities to reimburse school and library districts for increased costs each incur annually as a result of the additional residential population associated with new housing units within active TIF districts that have received some form of municipal TIF assistance. The TIF Act provides a detailed methodology for calculating the amount of TIF reimbursement due each year.

CY 2024 TIF Reimbursement Details

TIF #3: The Stafford Place Project is the only TIF assisted housing development in this TIF District.

At the end of CY 2024, 54 people reside in the 27 homes in this development. School District 200 reported that five (5) students from Stafford Place attended District 200 schools in CY 2024. This is an increase of one (1) student since CY2023. These 27 homes generated \$311,358.00 in TIF revenue in CY 2023 (an increase of \$15,819 from CY 2022).

Based on the above facts and figures, the City issued the following TIF #3 reimbursement payments for CY 2024:

- School District 200: \$75,974.85 (an increase of \$18,439.77 from CY2023)
- Warrenville Public Library District: \$6,227.00 (an increase of \$316.00 from CY2023)

TIF #4: The Lexington Trace and Everton Projects are the two TIF assisted housing developments located in this TIF District. All Everton and Lexington units are constructed and occupied.

All of the units in Lexington Trace Unit 1, 2, and 3 are completed and occupied. The 295 townhome units (29 buildings) received occupancy permits. An estimated 295 people live in these townhomes. School District 200 reported that eleven (an increase of four) students from these townhomes attended District 200 schools in CY 2024. These townhomes generated \$1,189,169 (an increase of \$262,625.06 from CY 2023).

At the end of CY 2024, all units of the Everton Project had received occupancy permits. An estimated 669 people live in these townhomes and apartments. School District 200 reported that 38 students (increase of 0 from CY 2023) from Everton attended District 200 schools in CY 2024. Everton generated \$2,012,213.00 in TIF revenue in CY 2024 (a decrease of \$24,239 from CY 2023 attributed to reappraisal of the apartment buildings).

Based on the above facts and figures, the City issued the following TIF #4 reimbursement payments for CY 2024:

- School District 200: \$759,748.50 (increase of \$112,478.85 from CY2023)
 - Warrenville Public Library District: \$ 64,028.00 (increase of \$4,355.00 from CY2023)
-



WARRENVILLE

COMMUNITY DEVELOPMENT DEPARTMENT

September – October 2025

**BI-MONTHLY
CODE ENFORCEMENT ACTIVITY
SUMMARY REPORT**

Prepared by: John Cumpek, Code Enforcement Officer
November 3, 2025

September and October Code Enforcement Activity Summary

General Activity

- 78 new cases were opened in this reporting period. 357 cases total for reporting year 2025.
- 96 signs were removed from the City’s right-of-way during the September/October reporting period. 695 signs have been removed from the right-of-way in 2025.
- Nine instances of work without a permit have been addressed to residents and contractors in this reporting period. There have been 32 total instances in 2025.
- Five properties were posted as uninhabitable due to water shut off because of non-payment of utility bills. In 2025 there have been 23 properties posted as do not occupy.
- 21 building-related inspections were conducted by Code Enforcement staff. 40 inspections have been conducted by code enforcement staff in 2025.
- 11 grass and weed complaints were investigated this reporting period.
- Seven complaints have been received during this reporting period via the citizen portal. 51 complaints via the citizen portal in 2025 have been received.

Enforcement Cases by Category

Category	September	October	Filed	Closed
Accessory structure in disrepair	1	0	1	1
Accumulation of rubbish/garbage	2	1	3	2
Building address not visible	0	0	0	0
Building permit required	6	3	9	2
Early/late trash/recycling/brush	1	1	2	2
Grass/weeds exceeding eight inches	6	2	8	5
Illegal right of way obstruction - sign	8	9	17	17
Inoperable vehicle	0	0	0	0
Items in right of way	1	0	1	1
No business license	1	0	1	0
Open burning	0	0	0	0
Other	13	18	31	17
Parking on unimproved surface	0	1	1	0
Sign concern	0	0	0	0
Sump pump discharge too close to property line	0	0	0	0
Water shut off	1	3	4	4
TOTAL	40	38	78	51

Close rate 65 percent

Administrative Adjudication Hearings Summary

Two citations were heard during the September-October recording period.

30W249 Bedford Court	Resident	10/15/2025	AA-1561	Dismissed*
4405 Winfield Road	Fusion Social	10/15/2025	AA-1560	Dismissed**

*The citation was dismissed when evidence of resident parking commercial vehicles in a residential neighborhood ended.

**The citation dismissed after property came into compliance.

The next Administrative Adjudication Hearing is scheduled for November 19, 2025.

18th District Court Summary

Code enforcement staff is moving forward in the case against the property located at 2S463 Riverside Avenue at the 18th District Circuit Court of DuPage County on November 20, 2025. On this date the City of Warrenville will be bringing a motion for an injunction against the property owner so that a more thorough inspection can be carried out.

Other Updates

A long-standing code enforcement case which originated as part of a special use granted in 2016 has been resolved. In 2021 code enforcement staff investigated the property located at 3S450 Route 59 for possible violations of their special use agreement. It was discovered that in addition to the violations of the special use agreement work had been performed at the property without permits. After multiple years of communication with the property owner’s representative and efforts of the Community Development Department the property has been brought into compliance. The City has also received \$5,000.00 in collected fines.

FY 2026 Community Development Department Work Plan

(last revised by AE 9/4/2025)

INTRODUCTION

The Community Development Department consists of eight (8) full-time positions and two (2) part time positions responsible for Planning, Zoning, Building, Code Enforcement, Development Engineering, Stormwater and Flood Plain Management, Economic Development, and Geographic Information Systems. The Department also provides administrative and engineering support to the Public Works Department. The Work Plan does not identify normal and typical work Department staff perform on an ongoing basis. Rather, it identifies those special projects or assignments in which staff is involved, in addition to normal activities such as processing private building/development applications and assisting in the design, bidding and construction of the Annual Road Program.

TIER ONE (HIGHEST PRIORITY) INITIATIVES

Item	Project / Program / Activity	Expected Completion Date	Status	City Plans	
T1-1	BS&A ERP Software Testing, Rollout, Refinements (All)	10/31/2025	Rollout Complete	SP Goal #3 Quality City Services - Effectiveness of Financial Policies	
City Property Development					
* Old Town Redevelopment Site #2 (AKA, Citgo Property) Phase I Redevelopment (KH)					
T1-2	Market Site based on RFP Released in FY25	12/31/2025	RFP Process Complete	Strategic/Ec. Dev. Plan, OT/CC Sub. Plan, TIF #3 Plan, SP Goal #2 Engaged and Connected Community - Spaces for Community Engagement	
T1-3	Once Developer identified, define terms of sale, prepare purchase and sale and development agreements, commence entitlement approval process	4/30/2026	Negotiations Underway		
* SDRS#1 (NEC Route 56 and Route 59) (AE)					
T1-4	Facilitate Entitlement Process, Plan Review and associated milestones identified in Purchase and Sale Agreement Approved in FY25	1/30/2026	Developer Opted not to Continue		
Mack Road Bridge Replacement and Trail Project (KH/PK)					
T1-5	Complete Property/Easement Acquisition (CD 22.04)	4/30/2026	Eminent Domain filed for 4 properties	Bikeway Implementation Plan /SP Goal #3 Quality City Services - Maintain and Replace City Infrastructure	
T1-6	Coordinate Construction (CD 24.01)	4/30/2027	Not Started		

TIER TWO (IMPORTANT) INITIATIVES

Item	Project Description	Expected Completion Date	Status	Other City Plans
T2-1	Enhance Business Registration/Licensing to further engage directly with local businesses (EDS)	4/30/2026	Initial Newsletter Released in June; Back to School Promo; Holly Days	SP Goal #1 Energetic & Healty Economy - Business Retention and Expansion
T2-2	Survey Registered Home Based Businesses to assess needs and priorities (EDS)	10/31/2025	Complete	SP Goal #2 Engaged and Connected Community - Unique Programs and Events
T2-3	Research and consider Adoption of commercial façade and/or interior buildout improvement grant program; Consider Opportunity for test case (EDS)	4/30/2026	Not Started	SP Goal #1 Energetic & Healthy Economy - Business Retention and Expansion
T2-4	Coordinate Zoning Text Amendments - Including Review of PZ/ZBA Terms and NonConforming Use Standards, EV Readiness amendments, etc. (JM)	4/30/2026	Completed Noted Items; Short Term Rental and Misc. Updates Under Development	SP Goal #3 Quality City Services - Deliver Services Sustainably
T2-5	Evaluate and adopt update to the building code to maintain current requirements for construction, safety and inspection (ML)	4/30/2028	Move to FY28 based on past approval cycles and timing with BCGES	SP Goal #3 Quality City Services - Building and Life Safety
T2-6	Facilitate EAC communication strategy targeted to new residents (DR)	1/30/2026	Not Started	SP Goal #3 Quality City Services - Sustainability
T2-7	Development of ADA Transition Plan (KHG/DR)	4/30/2026	Outreach Wrapping Up	SP Goal #3 Quality City Services - Building and Life Safety
T2-8	Develop internal policy to allocate available sanitary capacity and continued coordination with Naperville for Cantera	4/30/2026	Intergovernmental Communication Scheduling to Share Engineering Info	SP Goal #3 Quality City Services- Deliver Services Sustainably and Maintain and Replace City Infrastructure
Route 59 Sidewalk/Path Improvement Project (KH/PK)				
T2-9	Final Engineering Design (CD 23.03)	4/30/2027	Moved to FY27	Bikeway Implementation Plan
T2-10	Complete Property/Easement Acquisition (CD 24.06)	4/30/2027	Moved to FY27	

TIER THREE (DESIRABLE) INITIATIVES

Item	Project Description	Expected Completion Date	Status	Other City Plans
T3-1	Expand Phase I pop-up shop program efforts (EDS)	4/30/2026	Received Grant; Site Plan Complete; Zoning Approved; Working toward Fall Preview	SP Goal #2 Engaged and Connected Community - Unique Programs and Events/ED Plan
T3-2	Prepare and issue RFP for new market-based master district plan and refined zoning regs for Cantera. (AE/JM)	4/30/2026	Hold for Review	SP Goal #2 Engaged and Connected Community - Spaces for Community Engagement
T3-3	Develop a standardized economic development report to release semi-annually	1/30/2026	Not Started	SP Goal #1 Energetic & Healthy Economy - Economic Trends
T3-4	Develop Comprehensive Engineering and Public Infrastructure Specifications Manual (DR/KH/PW)	4/30/2026	Not Started	SP Goal #3 Quality City Services - Maintain and Replace City Services
T3-5	Evaluate, prioritize, and initiate Fair Housing Actions to support Community Development Block Grant (e.g., education program on fair housing, community outreach, etc.) (JM)	4/30/2026	Not Started	SP Goal #5 Safe and Healthy Neighborhoods - Promote Housing Options
T3-6	Assist Dupage County with Ferry Creek Restoration Watershed Planning	4/30/2026	DuPage County applying for an IEPA Watershed Study Grant. If approved, after plan complete, apply for additional grants for implementation work	SP Goal #3 Quality City Services- Sustainability

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

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

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

Tier Three –Desirable and valuable initiatives, but not items the Department expects to advance to any significant degree with existing or budgeted resources in upcoming FY. Third tier elements of the Department’s annual Work Program. It is unlikely the City will experience any measurable or lasting negative impacts if these items

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

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

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

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