

**CITY OF WARRENVILLE
PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE
REGULAR MEETING
Monday, December 8, 2025, at 7:00 p.m.
City Council Chambers at City Hall
28W701 Stafford Place, Warrenville, IL 60555**

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

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

A G E N D A

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CITIZENS COMMENTS

E. OFFICIALS AND STAFF COMMENTS

F. BUSINESS OF MEETING

1. Consideration of Amendment to the Facility Use Agreement with Tunes of Glory (D. Grivetti)
2. Consideration of License Agreement with Ezee Fiber (P. Kuchler)
3. Consideration of Amendment No. 3 to Intergovernmental Agreement with Naperville for Sanitary Sewer Treatment Plant Upgrades (P. Kuchler)
4. Consideration of 2026 Road Program Design Engineering Contract with Engineering Resource Associates (J. Clark)
5. Informational Update of Enterprise Maintenance and Replacement Plan Projects (Z. Jardine)
6. Review and File Public Works Department FY 2026 Work Program and Decision Package Status Report (FYI)

G. MISCELLANEOUS

H. ADJOURN

PK\KHG

D. Grivetti = Executive Assistant / Deputy City Clerk **Dawn Grivetti**
P. Kuchler = Public Works Director **Phil Kuchler**
J. Clark = Capital Maintenance Superintendent **Jamie Clark**
Z. Jardine = Utility Maintenance Superintendent **Zach Jardine**

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!

Upcoming Meetings and Dates to Remember:

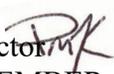
(please note, meetings/events occasionally get cancelled, rescheduled, or added – please confirm meeting dates and times on the City Website at <https://www.warrenville.il.us/calendar.aspx>)

Upcoming Meetings and Dates to Remember:

- | | | | |
|-----|-----------|-------------------|---|
| Dec | 09 | 6:30 p.m. | Bicyclist and Pedestrian Advisory Commission |
| | 11 | 5:30 – 7pm | Hometown Holidays Drive-thru |
| | 11 | 7:00 p.m. | Tourism and Arts Commission |
| | 15 | 7:00 p.m. | City Council |
| | 16 | 7:00 p.m. | Environmental Advisory Commission |
| | 16 | 7:00 p.m. | Inclusion, Diversity, Equity and Awareness Commission |
| | 18 | 7:00 p.m. | Plan Commission / Zoning Board of Appeals |
| | 23 | 7:00 p.m. | Board of Fire and Police Commissioners |
| | 24 | | Winter Holiday – City Offices Closed |
| | 25 | | Winter Holiday – City Offices Closed |
| | 31 | | New Year’s Eve – City Offices Closed |

CITY OF WARRENVILLE

MEMORANDUM

To: Mayor and City Council
From: Philip M. Kuchler, Public Works Director 
Subject: AGENDA SUMMARY FOR DECEMBER 8, 2025, PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE OF THE WHOLE MEETING
Date: DECEMBER 4, 2025

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

F. BUSINESS OF MEETING

1. Amendment to the Facility Use Agreement with Tunes of Glory (Attachment)

In 2021, the City entered into a four-year facility use agreement with Tunes of Glory Pipes & Drums, Inc. allowing weekly rehearsals at City Hall in exchange for two free community performances in the annual Independence Day Celebration Parade and Holly Days. The agreement is set to expire on December 31, 2025. Tunes of Glory has requested an amendment to extend the term of the agreement until December 31, 2030. As with all City Hall facility use agreements, City Council, Departments, and Advisory Commissions have first right of access to meeting rooms and retain the right to cancel or relocate a user if needed. Included with the agenda backup materials is the proposed resolution and first amendment to the facility use agreement with Tunes of Glory.

Committee Action Requested: Recommend the City Council pass a resolution approving the first amendment to the facility use agreement with Tunes of Glory Pipe & Drums, Inc.
Staff Recommendation: Executive Assistant / Deputy Clerk Grivetti recommends this action.

Budgetary Impact: Not applicable

Other Resources Required: Not applicable

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

2. License Agreement with Ezee Fiber (Attachment)

Several fiber-internet companies have recently contacted towns in northeastern Illinois about installing fiber-optic lines. Warrenville staff members have received inquiries from four of these companies. The City Attorney's firm, which also represents other suburban towns, created a sample license agreement for them to use. City staff shared this agreement with the different fiber companies, and Ezee Fiber is the first company to agree to its terms. The license agreement included with the agenda materials explains how Ezee Fiber will apply for permits to install fiber-optic service throughout the entire city. Public Works Director Kuchler will present this item at the meeting and an Ezee Fiber representative will be in attendance to answer questions.

Committee Action Requested: Recommend the City Council pass a resolution approving a public right-of-way use license agreement between the City of Warrentville and Ezee Fiber Texas, LLC for installation of fiber-optic communication facilities.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: Not applicable.

Other Resources Required: Significant staff time to administer the right-of-way permit process for various Ezee Fiber construction projects.

Strategic Plan Goal: Not applicable.

3. Third Amendment to Naperville IGA for Sewer Treatment Plant Upgrades (Attachment)
Warrentville and Naperville have an agreement where Warrentville pays Naperville to treat its wastewater. Warrentville's wastewater makes up about 9% of everything treated at Naperville's plant. Naperville has begun major upgrades to the plant, which are expected to cost about \$233 million. Warrentville's share of that cost, including financing, is estimated to be about \$24.3 million. Because the original agreement did not cover a situation like this, staff and attorneys from both cities created a Third Amendment to the agreement. This amendment, included in the agenda materials, explains how Warrentville will pay Naperville \$1.25 million each year for 20 years. Public Works Director Kuchler will present this item at the meeting and a Naperville representative will be in attendance to answer questions.

Committee Action Requested: Recommend the City Council pass an ordinance approving the Third Amendment to the Intergovernmental Agreement with the City of Naperville for wastewater utility services regarding certain planned capital improvements.

Staff Recommendation: Public Works Director Kuchler and Finance Director Dahlstrand recommend this action.

Budgetary Impact: The FY26 Budget includes \$1.25 million to make the first payment to the City of Naperville.

Other Resources Required: Staff time to coordinate with Naperville staff.

Strategic Plan Goal: Not applicable.

4. 2026 Road Program Design Contract with Engineering Resource Associates (Attachment)
City staff is proposing road improvements for the east-side streets located between Galusha Avenue and Warrentville Road, from east of Winfield Road to West Street, as part of the 2026 Road Program. The engineering work for this project will include preparing bid documents, such as plans, specifications, and cost estimates that meet State Motor Fuel Tax requirements. The consultant will also need to coordinate with the Illinois Department of Transportation (IDOT) before putting the project out for bids. Construction is expected to take place in the summer of 2026.

Staff followed the City's Qualifications Based Selection process and negotiated this contract with Engineering Resource Associates, Inc. (ERA). ERA has successfully assisted the City with design and construction observation on several projects in the last fifteen years. They are also based in Warrentville, so their proximity to the construction site is an advantage for being able to mobilize and respond to issues in a timely manner. Staff has

had positive experiences on previous projects with the engineer who will be assigned to this project. Staff has reviewed the proposal for this project and determined it is fair and consistent with contracts for other similar projects.

Committee Action Requested: Recommend the City Council pass a resolution approving a Professional Services Agreement with Engineering Resource Associates, Inc. for Design Engineering Services relating to the 2026 Road Program

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

Budgetary Impact: Sufficient funds are included in the FY26 Budget in the Capital Maintenance and Replacement Fund for this \$84,825 expense.

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

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

5. Update of Enterprise Maintenance and Replacement Plan Projects

Utility Maintenance Superintendent Jardine will provide an update on the status of the new water tower construction, the new water treatment plant construction, Supervisory Control and Data Acquisition (SCADA) upgrades for lift stations, wells and water towers, and the water and sanitary sewer work included with the DuPage County Forest Preserve construction project on Mack Road.

Committee Action Requested: None. For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

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

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

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

Committee Action Requested: None. For informational purposes only.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: Not applicable.

PK/KHG

RESOLUTION NO. R2025-__

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FACILITY USE AGREEMENT WITH TUNES OF GLORY PIPE & DRUMS, INC.

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 and Tunes of Glory Pipes & Drums, Inc. ("**Tunes of Glory**") entered into that certain "Facility Use Agreement" dated October 18, 2021 ("**Agreement**"), permitting Tunes of Glory to rehearse at City Hall, subject to certain conditions and restrictions; and

WHEREAS, the City and Tunes of Glory desire to extend the term of the Agreement for an additional five years ("**First Amendment**"); and

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

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

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

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

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the First Amendment.

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

PASSED THIS ____ day of _____, 2025.

APPROVED THIS ____ day of _____, 2025.

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
FIRST AMENDMENT

**FIRST AMENDMENT TO THE FACILITY USE AGREEMENT WITH
TUNES OF GLORY PIPES AND DRUMS, INC.**

THIS FIRST AMENDMENT (“*First Amendment*”) is made and entered into as of the _____ day of _____, 2025, by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation, (“**City**”) and **TUNES OF GLORY PIPES AND DRUMS, INC.**, an Illinois corporation (“**Tunes of Glory**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this First Amendment, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. The City and Tunes of Glory have previously entered into that certain agreement, titled “Facility Use Agreement,” dated October 18, 2021, permitting Tunes of Glory to rehearse at City Hall, subject to certain conditions and restrictions (“**Agreement**”).

B. The parties have agreed to amend the Agreement in order to extend the term of the Agreement for an additional five years.

SECTION 2. AMENDMENT TO SECTION 2.A.2. Section 2.A.2 of the Agreement provides that the Tunes of Glory may use the permitted locations for rehearsal until December 31, 2025. Section 2.A.2 of the Agreement is hereby amended to extend the term of the Agreement until December 31, 2030.

SECTION 3. INTERPRETATION; RELATIONSHIP TO THE AGREEMENT.

A. Definitions. Unless specifically provided otherwise in this First Amendment, the words and phrases used in this First Amendment shall have the meanings ascribed to them in the Agreement.

B. Conflicts. This First Amendment is intended to modify and amend the Agreement. Therefore, to the extent that the terms and provisions of this First Amendment conflict with or are inconsistent with the Agreement, the terms and provisions of this First Amendment shall control.

C. Survival of Agreement Terms. Except as specifically modified in this First Amendment, all terms, conditions, and provisions of the Agreement shall remain in full force and effect; provided, however, that any other provision of the Agreement shall be deemed to be modified as necessary to give practical effect to the provisions of this First Amendment.

D. Validity of Agreement and First Amendment. The parties acknowledge and assert that the Agreement and this First Amendment are valid and enforceable, and the parties hereby waive any current or future claims against the validity and enforceability of the Agreement and First Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment pursuant to all requisite authorizations as of the date first above written.

ATTEST:

CITY OF WARRENVILLE, an Illinois home rule
municipal corporation

By: _____

By: _____

Its: City Clerk

Its: City Administrator

ATTEST:

TUNES OF GLORY PIPES & DRUMS, INC., an
Illinois corporation

By: Kathleen Monahan-Sarno

By: Timothy Heywood

Its: Pipe Major

Its: Vice President

**PUBLIC RIGHT-OF-WAY USE LICENSE AGREEMENT
BETWEEN THE CITY OF WARRENVILLE AND EZEE FIBER TEXAS, LLC FOR
INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

THIS AGREEMENT is entered into on _____, 2025, ("**Effective Date**") by City **OF WARRENVILLE**, an Illinois home rule municipal corporation ("**City**") and Ezee Fiber Texas, LLC, a Delaware Limited Liability Company ("**Licensee**").

RECITALS

WHEREAS, the City owns and maintains the public rights-of-way identified and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the City maintains standards for construction of utility facilities within its public rights-of-way, which are set forth in Title 7, Article 5, titled "Construction of Utility Facilities in the Public Rights-of-Way", of the Warrenville City Code ("**City Code**"), as the same may from time to time be amended ("**PROW Construction Regulations**"); and

WHEREAS, the Licensee has requested that the City enter into this Agreement to memorialize the parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively, the "**Fiber Facilities**") both underground and above ground only on existing utility poles, within portions of the City's public rights-of-way; and

WHEREAS, the Licensee, which has been certified by the Illinois Commerce Commission as a Local Exchange Carrier (LEC), is not delivering, and does not intend to deliver, cable television services, but rather intends to provide fiber optic telecommunications services; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the City is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the City's public rights-of-way identified in **Exhibit A** ("**Approved PROW Locations**"); and

WHEREAS, the City has determined that it is useful to the City and its residents to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations with regard to the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved PROW Locations; and

WHEREAS, the Licensee is authorized to enter into and perform and assume all of its obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The Recitals are incorporated into this Agreement as substantive terms of this Agreement.

SECTION 2. GRANT OF RIGHT-OF-WAY USE LICENSE. For and in consideration of the terms of this Agreement and compliance with all federal, State of Illinois, and City local laws and regulations, including, without limitation, the PROW Construction Regulations, as

well as the Supplemental Requirements for Public Right-of-Way Fiber Installations (“**Supplemental Requirements**”) attached to this Agreement as **Exhibit B**, the City hereby grants to the Licensee a non-exclusive revocable license (“**License**”) to construct, install, operate, maintain, repair, and replace (collectively, “**Installation**”) the Fiber Facilities in the Approved PROW Locations. The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any City public rights-of-way, but is a license only for the use and occupancy of the Approved PROW Locations for the limited purposes stated in this Agreement. The License does not grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the City. The Licensee acknowledges the jurisdiction of the City to regulate its public rights-of-way and agrees to comply with the PROW Construction Regulations and the Supplemental Requirements.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access City public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the PROW Construction Regulations and the Supplemental Requirements.

SECTION 3. DESCRIPTION OF FIBER FACILITIES.

A. Facility Specifications. The Fiber Facilities for which the License is granted are composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Fiber Facilities are depicted in **Exhibit C** (“**Facility Specifications**”).

B. Changes to Type or Scope of Facilities. The License is granted only for Fiber Facilities matching the Facility Specifications and the Approved PROW Locations. If the Licensee desires to expand the Fiber Facilities into any additional locations or install Fiber Facilities differing from those depicted in the Facility Specifications, then the Licensee must request, in advance and in writing, the approval of the City for that expansion or alternative or additional equipment. The additions, alterations, or expansions must be documented in an addendum to this License Agreement approved by resolution of the City Council.

SECTION 4. CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.

A. Construction Within and Use of Public-Rights-of-Way; Permits.

1. **Construction Within and Use of Public Rights-of-Way.** All construction within the City rights-of-way must comply with the PROW Construction Regulations, the Supplemental Requirements, and other applicable laws, ordinances, and regulations. The Licensee must not interfere with property of City and other authorized users of the Approved PROW Locations or any other public rights-of-way. This Agreement does not authorize the Licensee to use, enter upon, or otherwise encroach on, any privately-owned property except if within a City easement or compatible municipal utility easement identified within the list of Approved PROW Locations.

2. **Permits.** The Licensee must secure all required permits, including City permits, for the Installation of the Fiber Facilities prior to commencing Installation of the Fiber Facilities. The Licensee also must post a Security Fund with the City in the forms and amounts required by the PROW Construction Regulations and the Supplemental Requirements.

3. **Fees.** The Licensee is not required to pay any additional fees to the City under this Agreement, so long as: (a) the Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), and (b) the Licensee timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5-1 *et seq.*) to the State of Illinois. If at any time the Licensee is no longer a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act or the City no longer imposes a tax pursuant to the Simplified Municipal Telecommunications Tax Act, then the Licensee must pay all applicable and required City fees, taxes, and other compensation required by the City in exchange for the License.

B. Installation and Maintenance of Fiber Facilities.

1. The Licensee must maintain the Fiber Facilities in a good and safe condition at all times and in compliance at all times with applicable federal, State of Illinois, and City regulations, including, without limitation, the PROW Construction Regulations and the Supplemental Requirements.

2. The Parties acknowledge and agree that this License is granted in consideration for the Licensee's promise to provide telecommunications services to those properties adjoining and adjacent to the Approved PROW Locations. The Licensee must complete construction of the Fiber Facilities at the Approved PROW Locations and offer telecommunications service to adjoining properties within eighteen (18) months. Failure to complete installation during this time period is grounds for revocation of the License.

C. Property Restoration and Repairs.

1. **Obligation to Restore and Repair.** Licensee must restore all areas disturbed by the Licensee's Installation of the Fiber Facilities in full compliance with both the PROW Construction Regulations and this Agreement, including the Supplemental Requirements ("**Restoration**").

2. **Failure to Restore and Repair.** If the Licensee fails to perform any required Restoration within the required time period, then the City may undertake the Restoration, at the Licensee's expense, using the City's own forces or third-party forces. The Licensee must reimburse the City for all costs and expenses incurred by the City related to the Restoration, including reasonable administrative costs, within 21 days after receipt of an invoice of those costs and expenses from the City. The invoice must include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the City within the 21-day period, then the City may issue a notice to the Licensee that the City will (i) reimburse itself from the Security Fund and (ii) terminate this Agreement if payment is not received within 14 days after the date of that notice. If the Licensee fails to pay the City within that 14-day period, then the City may immediately terminate this Agreement.

D. Duty to Provide Information. Within 15 days after receipt of a written request from the City, Licensee must furnish any information requested that is necessary, as determined by the City, for the City's management of the public right-of-way and reasonably related to the subject matter of the Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the City.

SECTION 5. LIABILITY AND INDEMNITY AND INSURANCE.

A. No Liability for Damage to Fiber Facilities. Unless directly and proximately caused by a willful, intentional, or malicious act of the City, the City will not be liable for, and the Licensee expressly waives all claims it may have against the City for, any and all damage to or loss of the Fiber Facilities. Licensee must contact JULIE and ascertain the presence and location of existing aboveground and underground facilities within the rights-of-way to be occupied by Fiber Facilities as required by Section 7-5-16.E of the PROW Construction Regulations. The City will provide City records to Licensee to assist in the location of City-owned infrastructure within the rights-of-way; provided, however, the City makes no warranty regarding the accuracy of these records and is not responsible for any conflicts or errors that result from Licensee's reliance on the records.

B. Indemnification. To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the PROW Construction Regulations, the Licensee will hold harmless, indemnify, and defend the City and all of its officials, officers, employees, attorneys and agents (collectively, "***Indemnified Parties***") from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively "***Claims***" and each a "***Claim***"), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors the Agreement, Installation of the Fiber Facilities, the Licensee's use of the City's public rights-of-way, or the provision of services over the Fiber Facilities.

C. No Limitation or Subrogation. The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either party and will not be subject to subrogation. The Licensee, as to its own acts or omissions, will, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

D. Insurance. The Licensee must comply with, and maintain insurance in accordance with, the insurance requirements contained in the PROW Construction Regulations or the Supplemental Requirements at all times when Installation is taking place and when any part of the Fiber Facilities is located within any City public right-of-way.

E. Security. The Licensee must provide a "Security Fund" in compliance with the PROW Construction Regulations and the Supplemental Requirements.

SECTION 6. TERM; TERMINATION.

A. Term of Agreement. The term of this Agreement is five years, beginning on the effective date ("***Initial Term***"). Following the Initial Term, this Agreement will automatically renew for successive five-year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal ("***Renewal Terms***"), unless either party provides notice to the other party that it does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, and upon notice from the City, the Licensee must remove its Fiber Facilities from all City rights-of-way, or those portions designated by the City, and complete the Restoration of all the rights-of-way as required by this Agreement.

B. Termination of Agreement.

1. Automatic Termination. If Licensee has not obtained a permit for the installation of the Fiber Facilities from the City within the timeframe required in the Supplemental Requirements set forth on Exhibit B, this Agreement and the License will automatically terminate and be of no further force and effect.

2. Termination by Licensee. Subject to the conditions stated in this Section 6.B.1, the Licensee may terminate this Agreement at any time and for any reason upon 30 days advance written notice to the City of its intention to terminate; provided, however, that all unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, Restoration, or any other obligation, will survive termination, and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

3. Termination by City. Subject to the conditions stated in this Subsection B, the City may terminate this Agreement for any of the following causes as set forth below:

a) Failure to completely cure one of the following within 30 days after receipt of written notice by the City:

1) A material violation of any term of this Agreement and the Licensee's that identifies the violation.

2) Failure to provide the required traffic control during Installation; and to respond to requests from the City to correct such deficiencies within a reasonable time.

3) Failure to perform any Restoration as required pursuant to Section 4 of this Agreement.

4) Installation of the Fiber Facilities is contrary to the plans and specifications approved by the City or outside the scope of the License approved by this Agreement.

b) Immediately upon the occurrence of any of the following:

1) The material failure of Licensee to comply with all applicable federal, State of Illinois, or local laws, ordinances, rules, and regulations including the PROW Construction Regulations and the Supplemental Requirements.

2) The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application.

4) The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

5) The Licensee transfers this License without the City approval required under this Agreement.

6) The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within 30 days after they were ceased.

7) Any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.

As part of the termination of this Agreement by the City, the City will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the City's public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within 90 days after the date of termination, or as otherwise agreed to by the City, and the Licensee must restore all disturbed public rights-of-way to the standards in the ROW Construction Regulations. The Licensee must transfer to the City all rights, title, and interest to all portions of the Fiber Facilities that remain via a bill of sale; provided, however, that even in the absence of a bill of sale, the parties explicitly agree that ownership in any Fiber Facilities abandoned in place after the termination or expiration of this Agreement and any deadline provided to remove them will automatically transfer to the City.

SECTION 7. ENFORCEMENT.

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

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party, the prevailing party in the judicial proceeding is entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Transfer or Assignment of Agreement. This Agreement is binding on, and inures to the benefit of the City and the Licensee their successors and assigns. Except as stated in this Section 8, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the City, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement.

B. Complete Agreement; Amendments. This Agreement represents the entire agreement between the City and the Licensee. This Agreement may be amended only in writing with the signatures of properly authorized representatives.

C. Incorporation of Exhibits. Exhibits A through C are hereby incorporated as substantive provisions of this Agreement.

D. Governing Law; Venue. This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the parties will be in the 18th Judicial Circuit Court in DuPage County, Illinois, or the United States District Court for the Northern District of Illinois.

E. Taxes. Nothing contained in this Agreement will be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the City's public rights-of-way or its operation of the Fiber Facilities.

F. No Waiver. The waiver by a party of a particular breach of this Agreement or the failure of a party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver of any other breach or a bar from enforcing any other term.

G. Conflict. In the event of a conflict between this Agreement, the PROW Construction Regulations, or the Supplemental Requirements the term or provision that is stricter or more protective of the City controls.

H. Notice. A notice under this Agreement must be in writing and will be deemed to be served effectively when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices must be addressed as follows:

If to City: City of Warrenville
 3S258 Manning Avenue
 Warrenville, IL 60555
 Attn: City Administrator
 Email: cwhite@warrenville.il.us

With a copy to: City of Warrenville
 3S346 Mignin Drive
 Warrenville, IL 60555
 Attn: Public Works Director
 Email: pkuchler@warrenville.il.us

If to Licensee: Ezee Fiber Texas, LLC
 5959 Corporate Dr., Ste. 2000
 Houston, Texas 77036
 Attn: Legal
 Email: legal@ezeefiber.com

I. Good Faith Cooperation. The Licensee and the City agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications

of this Agreement then the Licensee and the City will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the City otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

J. Force Majeure. The City and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the City and the Licensee have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
Mayor

ATTEST:

EZEE FIBER TEXAS, LLC D/B/A EZEE FIBER

By: Gunn Duncan
Title: SVP, Government Affairs

By: [Signature]
Its: General Counsel

Provide a summary of the project phasing plan and anticipated construction schedule that includes the following:

- **A general plan for each phase (the proposed exhibit A has two areas marked Phase 1 and Phase 2) – we are looking for an indication of where work will start, in which direction it will progress, etc.**
 - We will start in Phase One, near the cabinet location, and we'll work our way out from there.
- **A general time frame for how long each phase will take to complete.**
 - Phase One is approximately 320,000 ft and would take around 4-6 months to complete. This accounts for weekends, holidays, and inclement weather.
- **The anticipated start date of the project and the total amount of time you anticipate it will take to complete both phases.**
 - 2-4 weeks after the first permit approval, we would begin work
- **Whether Ezee Fiber anticipates that it will work continuously in the City until the project is complete, or whether there will be periods of time where no work is taking place.**
 - We will work continuously, depending on the weather.
- **How many permits will be applied for and open at once (keeping in mind that a single permit can authorize work that would support between 100-250 service connections).**
 - We will submit as many permits as they will allow, but would like to start four segments at a time, at least, to spread out drills.

The image below shows our phased plan approach. This correlates with the construction boundaries depicted in our KMZ file.

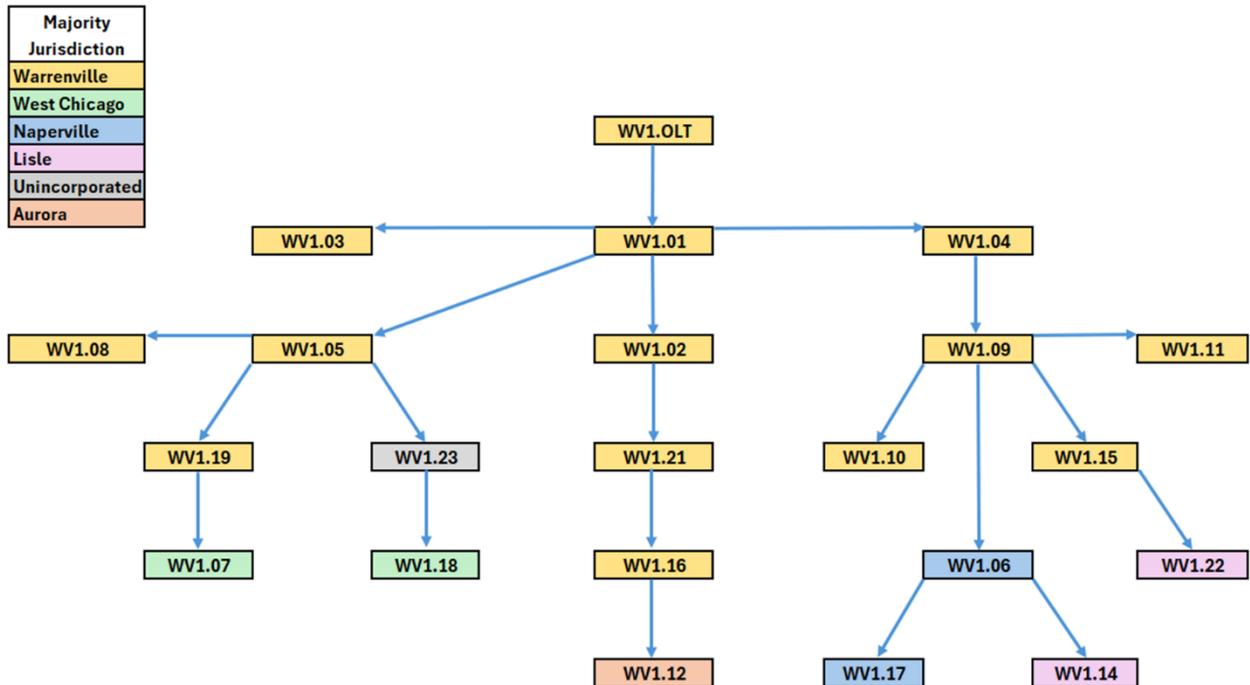


EXHIBIT A

EXHIBIT B

SUPPLEMENTAL REQUIREMENTS **FOR PUBLIC RIGHT-OF-WAY FIBER INSTALLATIONS**

The following requirements are supplemental to, and shall be read in concert with, the requirements of the City's PROW Construction Regulations. In the event of a conflict between the PROW Construction Regulations and these Supplemental Requirements, the requirement that is stricter or more protective of the City governs.

Level of Service for Customers and Public Facilities

- **Municipal Facilities**: Licensee will provide fiber service to municipally-owned facilities free of charge under following conditions:
 - No connection/installation fees may be charged
 - No monthly service fees may be charged
 - No equipment sale/lease fees may be charged
 - No service cancellation fees may be charged
- **District 200 Facilities**: Licensee will install Fiber Facilities so that District 200 facilities located within the City (Hubble Middle School, Bower Elementary School, and Clifford A. Johnson Elementary School) are able to connect to and obtain fiber service. Licensee will consider offering free fiber service to the District 200 Facilities in the same manner in which it provides the service to the Municipal Facilities.
- **Cantera**: Licensee must install Fiber Facilities within Cantera that will enable the residential and commercial properties within Cantera to connect to and obtain fiber service.
- **Customers Service Terms**: Licensee will provide fiber service to customers within municipality under following conditions:
 - No connection/installation fees may be charged
 - No equipment sale/lease fees may be charged
 - Monthly fiber services charges must remain fixed for five years if customer does not elect to change level of service.
 - Most favored nation pricing – Licensee must offer all customers lowest service pricing it offers within the State of Illinois.
 - No service cancellation fees may be charged

Notification; Advertisement Requirements

- **Public Notification**: Licensee must provide notice to property owners and occupants anytime access or utility service to the property will be affected or interrupted and when the Licensee be working in the right-of-way directly adjacent to the property or through an easement on the property. All notices must be printed on the Licensee's letterhead and include the name, address, and telephone number of the Licensee's contact person. The notice must include the date and time work will begin, the anticipated length of the

interruption or closure. Notices must be distributed a minimum of 24 hours before access or other utilities will be affected. If this requirement is not met, work shall not commence. Additional notices may be required when weather or other unforeseen circumstances change the schedule. Use of City Logo; Seal; Name in Licensee Publications: Under no circumstances may the Licensee portray affiliation with the City in its publications or use the City's seal, logo, letter head or any other City-identifying marks in any of its notices, publications, or advertisements without the express, written, prior approval of the City Administrator.

Permit Application Requirements and Time Limits

- Minimum and Maximum Service Connections Per PROW Construction Permit:
 - No PROW construction permit may be issued to Licensee unless the installation covered by the permit will support a minimum of 100 service connections to residences or commercial units.
 - No PROW construction permit may be issued to the Licensee if the installation covered by the permit will support more than 250 service connections residences or commercial unit unless approved in advance by the City's representative. Exceptions will be made for installations that provide connection to multi-family buildings or multi-tenant commercial buildings.
- Deadline to obtain Permit: A permit must be obtained for the Installation of the Fiber Facilities within 90 days after the approval of the Agreement by the City Council.
- Time Limit on Permit Validity: No PROW construction permit will remain open beyond the time limits set forth below:
 - If work has not commenced on the installation, or if work has been commenced but has not been completed, within 180 days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required. If work had commenced, all ongoing work will cease, and the City will be authorized to commence site restoration, including reimbursement of its costs from the restoration deposit.
- Municipal Facilities: All PROW construction permit applications must identify all municipally-owned facilities that will be located within construction area and eligible for fiber installation.
- Security Fund: A security fund/restoration deposit in the amount of \$100,000 per permit will be required to be provided to the City as a precondition of the issuance of a PROW construction permit. The security fund may be made in the form of a cash deposit or a letter of credit in a form acceptable to the City. The Security Fund will be returned to the Licensee upon completion of installation, restoration, inspection and approval of the restored PROW and closing out of the permit by the City.
- Reimbursement of Municipal Third-Party Costs: Licensee will reimburse the City for any third-party consultants it requires to inspect permit applications, plans, or work sites for compliance with the ROW Construction Regulations and these supplemental requirements.

Supplemental Construction and Restoration Requirements

- Directional Boring or Jacking Required: All underground installations of Fiber Facilities must be conducted through directional boring or jacking rather than open trench installation.
- Location of Fiber Facilities:
 - All installation of the Fiber Facilities must be made in existing easements on either (i) private property (e.g. in back yards) where easements are available or (ii) within public rights-of-way.
 - When Fiber Facilities are installed on private property within easements, the Licensee must provide documentation evidencing the right to use the easement upon request from the City.
 - Where possible, Fiber Facilities should be installed to run parallel and same general location to other fiber/cable installations to keep “like with like.”
 - Fiber Facilities must be installed on the opposite side of the street as City water main.
 - Where Fiber Facilities are proposed to be installed parallel to City infrastructure, the Fiber Facilities must be installed at least five-foot horizontally from City infrastructure, including but not limited to storm sewer, sanitary sewer, electric conduit / wiring, street light, handhole, inlet, catch basin, manhole, fire hydrant, valve vault or box.
 - When crossing City infrastructure (mains and services), City infrastructure must be crossed perpendicular to the main or service, and the contractor must pothole the main or service crossing to the bottom of the fiber excavation depth before directional drilling.
- Trees:
 - Fiber Facility installation activities must be designed around and to avoid City parkway trees and completed in accordance with the City’s Tree Preservation Ordinance, Title 7, Chapter 7 of the Warrenville City Code. Excavations will not be allowed in the driplines of parkway trees.
 - Licensee must provide or pay for an arborist report regarding impact on trees in PROW that may be affected by construction and perform recommended protection methods for those trees.
- Televising of Impacted Municipal Utilities: Both before and after installation of the Fiber Facilities, the Licensee must televise each sanitary and storm sewer main with a view of the lateral lines. As part of closing out each permit for the Installation, the Licensee must provide the video footage to the City for the City’s review. Licensee must retain and hold the video footage until it has provided a copy of the video footage to the City.
- Conduits. The Licensee must label each conduit it installs, with clear indication of Licensee’s ownership of conduit, per City’s direction.
- Notice to Impacted Property Owners: Licensee will provide written notices, in the form of door hangers or physically posted letters, to notify private property owners of dates and scope of installation activities that will impact their properties. Such notices will provide property owners with email and telephone contact information for both the Licensee’s Representative and the installation contractor.
- Restoration Requirements

- Service connection to individual users must be buried within 7 days.
- Restoration must be completed within five business days after installation of Fiber Facilities on a block (from intersecting/ intercepting street to intersecting/ intercepting street) is completed.

EXHIBIT C

FIBER FACILITY SPECIFICATIONS

CITY OF WARRENVILLE

MEMO

To: Mayor, City Council, and City Administrator White
From: Public Works Director Kuchler *DK*
Subject: Naperville Treatment Plant Improvements – IGA Amendment No. 3
Date: December 3, 2025

The City of Warrenville has an intergovernmental agreement (IGA) with the City of Naperville to treat Warrenville's wastewater. Warrenville pays Naperville every month for this service. In the past, Warrenville's wastewater has made up about 9% of everything treated at Naperville's plant.

Naperville has started several projects to upgrade its wastewater treatment plant. The total cost of these upgrades is estimated at about \$233,118,779. Warrenville's share of this cost is about \$24,345,228, including financing. Because the original agreement did not contemplate how to handle a situation like this, staff and attorneys from both cities worked together to create Amendment No. 3 (attached), which explains how the payment plan will work. Amendment No. 3 includes Warrenville paying Naperville back over a period of 20 years. The annual payments are initially set at \$1.25 million.

To help cover these costs, Warrenville created a Naperville Wastewater Treatment Capital Improvement Volume Charge in 2023. This charge is added to customers' bills and will be used to repay Warrenville's share of the upgrade costs. The fee has not changed since it was created because it is currently enough to cover the expected expenses. When setting the fee, the City planned for TIF #3 and TIF #4 funds to pay for their portions of the costs.

Staff Recommendation

Staff is recommending that the City Council pass an ordinance approving the Third Amendment to the Intergovernmental Agreement with the City of Naperville for wastewater utility services regarding certain planned capital improvements.

ORDINANCE NO. O2025-

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF NAPERVILLE FOR WASTEWATER UTILITY SERVICES REGARDING CERTAIN PLANNED CAPITAL IMPROVEMENTS

WHEREAS, on April 5, 1982, the City and the City of Naperville (*“Naperville”*) entered into an intergovernmental agreement (*“Agreement”*) for wastewater utility services, including the use of Naperville’s wastewater treatment plant and related facilities (*“Water Treatment Facilities”*) for the treatment of wastewater generated in the City (*“Services”*); and

WHEREAS, on December 17, 1984, the City Council adopted Ordinance No. 0729, approving a first amendment to the Agreement to set forth certain classes of charges to be paid by the City to Naperville under the Agreement (*“First Amendment”*); and

WHEREAS, on September 7, 1994, the City Council adopted Ordinance No. 1345, approving a second amendment to the Agreement to add certain prepaid capital charges attributable to the Cantera Development under the Agreement (*“Second Amendment”*); and

WHEREAS, Naperville has identified the need to undertake certain major capital improvements to the Wastewater Treatment Facilities used to provide the Services (collectively, the *“Planned Capital Improvements”*); and

WHEREAS, the City and Naperville estimate that Warrenville’s share of the Planned Capital Improvements costs will be approximately \$24,345,228.00 (*“City Share”*); and

WHEREAS, the City and Naperville desire to enter into a third amendment to the Agreement (*“Third Amendment”*) to (i) set forth the payment structure pursuant to which the City will pay the City Share to Naperville; (ii) remove provisions related to certain City obligations that have been fulfilled (iii) remove charge adjustments and audit provisions that are no longer applicable; (iii) update and clarify provisions related to other capital improvements; and (iv) clarify reserve capacity for future development within the City; and

WHEREAS, pursuant to the Third Amendment, the City Share will, as the Planned Capital Improvements are completed, be trued up to reflect the actual costs rather than estimates; and

WHEREAS, the Third Amended provides that the City will make approximately 20 annual payments toward the City Share, with the first City Share annual payment, in the amount of \$1,250,000.00, due on or around January 1, 2026; and

WHEREAS, the City has budgeted sufficient funds to pay the first City Share annual payment during the 2025/2026 Fiscal Year and intends to budget for City Share payments in future fiscal years; and

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

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

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

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

SECTION 3: Execution. The City Administrator is hereby authorized to execute, on behalf of the City, the Third Amendment to the Agreement

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

PASSED THIS ____ day of _____, 2025.

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
THIRD AMENDMENT

**THIRD AMENDMENT TO AGREEMENT
FOR WASTEWATER UTILITY SERVICE BETWEEN
THE CITY OF WARRENVILLE AND THE CITY OF NAPERVILLE**

THIS THIRD AMENDMENT TO AGREEMENT is entered into this __ day of _____, 2025 by and between the CITY OF NAPERVILLE, an Illinois municipal corporation of DuPage and Will Counties, Illinois (hereinafter referred to as "Naperville"), and the CITY OF WARRENVILLE, an Illinois municipal corporation of DuPage County, Illinois (hereinafter referred to as "Warrenville"). Naperville and Warrenville may be referred to herein individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties entered into an Agreement for Wastewater Utility Service Between the City of Warrenville and the City of Naperville, dated April 5, 1982 (hereinafter referred to as the "Agreement"), and

WHEREAS, on December 18, 1984, the Parties entered into a first amendment to the Agreement (hereinafter referred to as the "First Amendment"), which First Amendment was approved by Naperville by ordinance on December 18, 1984, and by Warrenville by ordinance on December 17, 1984; and

WHEREAS, the First Amendment amended Section 6 of the Agreement to set forth certain classes of charges to be paid by Warrenville to Naperville under the Agreement, including variable charges, including for wastewater treatment and sludge disposal and interceptor sewer transport, and fixed monthly charges, including debt service payments for certain capital improvements and flow metering, billing, and interceptor inspections; and

WHEREAS, the First Amendment also amended Section 7 of the Agreement to provide an audit and true-up process for the classes of charges to be paid by Warrenville to Naperville under the Agreement; and

WHEREAS, on May 17, 1994, the Parties entered into a second amendment to the Agreement (hereinafter referred to as the “Second Amendment”), which Second Amendment was approved by Naperville by ordinance on May 17, 1994, and by Warrenville by ordinance on September 7, 1994; and

WHEREAS, the Second Amendment again amended and restated Section 6 of the Agreement in its entirety to add certain prepaid capital charges attributable to the Warrenville Development Property (now commonly referred to as the Cantera Development); and

WHEREAS, Warrenville has satisfied in full its obligations set forth in (i) Section 6.B.I of the Agreement, as amended by the Second Amendment (regarding debt services of original 10 million gallons per day plant construction and interceptor sewers); (ii) Section 6.B.II of the Agreement, as amended by the Second Amendment (regarding debt service of the 5 million gallons per day plant expansion); and (iii) Section 6.C of the Agreement, as amended by the Second Amendment (regarding prepaid capital charges attributable to Warrenville Development Property) (hereinafter referred to collectively as “Warrenville’s Satisfied Obligations”); and

WHEREAS, the terms related to variable charges set forth in Section 6.B.III of the Agreement, as amended by the Second Amendment, regarding “Other Local Capital Improvements” no longer represent the agreement of the Parties going forward (hereinafter referred to as “Other Local Capital Improvement Charges”); and

WHEREAS, Naperville has identified the need to make certain major capital improvements, including improvements to the Springbrook Plant to ensure compliance with nutrient removal regulations and the long-term capacity of the Springbrook Plant, and certain collection and pumping system improvements, as more specifically identified and described in Section 3 of this Third Amendment (hereinafter referred to collectively as “Planned Capital Improvements”); and

WHEREAS, Naperville estimates that the Planned Capital Improvements will cost approximately \$233,118,779 (hereinafter referred to as the “Planned Capital Improvements Costs”); and

WHEREAS, Naperville further estimates that Warrenville’s share of the Planned Capital Improvements Costs will be approximately \$ 24,345,228 (“Warrenville Share of Planned Capital Improvements Costs”); and

WHEREAS, the Parties mutually desire to further amend the Agreement to (i) remove provisions related to Warrenville’s Satisfied Obligations because they are no longer applicable; (ii) provide terms upon which Warrenville will pay the Warrenville Share of Planned Capital Improvements Costs to Naperville; (iii) update and clarify the Other Capital Improvement Charges; (iv) remove charge adjustment and audit provisions that are no longer applicable; and (v) clarify reserve capacity for future development within Warrenville; and

WHEREAS, the terms of the Agreement and all previous amendments are incorporated herein by reference in their entirety and shall remain in full force and effect except to the extent they are modified by the provisions contained herein; and

WHEREAS, Warrenville and Naperville are authorized by Section 10, Article VII of the Illinois Constitution of 1970 to enter into agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree that:

1. **Recitals.** The foregoing Recitals are incorporated herein by reference as if fully set forth in this Section 1.

2. **Acknowledgment of Satisfaction of Obligations.** The Parties agree that Warrenville has satisfied all of its obligations under Section 6.B. II and Section 6.C of the Agreement, as amended by the Second Amendment.

3. **Amendments to the Agreement.**

A. **Amendments to Section 6.B of the Agreement.** Section 6.B of the Agreement, as amended by the Second Amendment, is hereby amended and restated in its entirety and shall read as follows:

“B. Fixed Charges

I. Warrenville Payment for its Proportional Share of the planned capital improvements, which include the Springbrook Plant upgrades and collection and pumping system improvements specifically listed and described on Exhibit A, attached to and made a part of this Agreement (collectively, the “Planned Capital Improvements”):

(a) General Obligation: Warrenville will pay to Naperville Warrenville’s proportional share of the actual costs incurred by Naperville to construct the Planned Capital Improvements (hereinafter referred to as the “Warrenville’s Proportionate Share”) over a 20-year term.

For the purposes of this Section 6.B.I the Planned Capital Improvements Costs include costs incurred by Naperville necessary for and directly attributable to the completion of the Planned Capital Improvements, including financing costs (including fees, charges, and interest), and design, engineering, and construction costs. The Planned Capital Improvements Costs do not include, and Warrenville shall have no responsibility for, legal, administrative, salary or benefit costs

for Naperville employees, or other fees or costs unless approved in writing by the Parties pursuant to an amendment of this Agreement.

Warrenville's Proportional Share shall be calculated by multiplying the total actual costs incurred by Naperville for the Planned Capital Improvements Costs by [the percentage of total wastewater flow attributable to Warrenville in the then-current year divided by the total wastewater treated at the Springbook Plant in the then current-year (hereinafter referred to as "Warrenville Proportional Share Rate")].

- (b) Annual Payments. It is understood that Naperville will complete the Planned Capital Improvements in several projects spread over several years, but that the Planned Capital Improvements will be completed in their entirety by December 31, 2034.

Warrenville agrees to pay the Warrenville Proportional Share by making up to 20 annual installment payments (each hereinafter referred to as a "Annual Payment") on or around January 1 of each year commencing in 2026 and ending in 2046 (hereinafter referred to as the "True Up/Payment Date"); provided, however, that Warrenville shall not be penalized in any manner for making early Annual Payments or for fulfilling its obligation to pay the Warrenville Proportional Share before 2046.

- (c) First Annual Payment. Naperville has prepared a detailed, itemized, estimate of the costs it will incur to complete the Planned Capital Improvements, which estimate is attached to and made a part of this Agreement as Exhibit B (hereinafter referred to as the "Total Cost Estimate").

The first Annual Payment due on or around January 1, 2026 shall be \$1,250,0000, which is the amount Warrenville anticipates it will collect annually from utility account holders through the assessment of its Naperville Wastewater Treatment Capital Improvement Volume Charge.

- (d) True Up; Subsequent Annual Payments. Prior to each True Up/Payment Date, including January 1, 2026, Warrenville and Naperville will review and revise the Total Cost Estimate by replacing estimated costs with actual costs that are, at that time, known, to arrive at an updated Total Cost Estimate ("Updated Total Cost Estimate"); provided, however, that Naperville will notify the Warrenville City Administrator as soon as practical after receiving notice that the Total Cost Estimate will increase.

- (1) If the Updated Total Cost Estimate is less than the Total Cost Estimate, then the Annual Payment due the following year (January 1, 2027 and so on) will continue to be \$1,250,000.
- (2) If, on the other hand, the Updated Total Cost Estimate is greater than the Total Cost Estimate, the next Annual Payment will be calculated by finding the Warrenville Proportional Share by multiplying the [Updated Total Cost Estimate less the Annual Payments already paid] by the Warrenville Proportional Share Rate to arrive at an updated estimated Warrenville Proportional Share. The Annual Payment would then be updated by dividing the estimated Warrenville Proportional Share by the number of years remaining in the 20-year payment term.
- (3) Alternatively, if the Total Cost Estimate has increased due to a discrete, additional cost, Warrenville may, at its sole election, opt to pay its total Warrenville Proportional Share of that discrete cost in a lump sum with the next Annual Payment rather than recalculate all future Annual Payments as described in Section 6.B.I.(d)(2) above.

Warrenville will continue to make Annual Payments to Naperville until it has paid the full Warrenville Proportionate Share of the total actual Planned Capital Improvements Costs.

II. Other Local Capital Improvements:

Naperville may determine, from time to time, that other capital improvements to the wastewater utility facilities providing service to Warrenville are necessary. For the purposes of this Section 6.B.II, "Other Capital Improvements" mean capital improvements other than those specifically identified in Section 6.B.I of this Agreement. Warrenville will pay to Naperville the Warrenville proportional share of the total actual engineering, design, and construction costs of the Other Capital Improvements as follows:

- (a) Naperville must notify Warrenville of any Other Capital Improvements at least 12 months before any payment by Warrenville for the Other Capital Improvement would be required.
- (b) Warrenville may, at its sole election, either:
 - (i) include the Other Capital Improvements as part of the Planned Capital Improvements and adjust the Planned Capital Improvements Costs accordingly and pay its proportional share of the Other Capital Improvements as part of its Annual Payment for the Planned Capital Improvements; or

- (ii) pay its proportional share of the cost of the Other Capital Improvements over a five-year term in five equal annual installment payments, using the formula below:

For the purposes of this Section 6.B.II(b)(ii), Warrenville’s proportional share shall be calculated by multiplying the total estimated cost of the Other Capital Improvements by the Warrenville Proportional Share Rate, defined in Section 6.B.I of this Agreement. At least 12 months prior to deadline to make the final annual payment for the Other Capital Improvement, Warrenville’s final proportional share of the *actual* cost of the Other Capital Improvement will be calculated. The final payment for the Other Capital Improvement will be adjusted so it is equal to the amount necessary to bring Warrenville’s payment total to the actual total cost of the Other Capital Improvement.

- (c) Warrenville shall not be penalized in any manner for making early payments or for fulfilling its obligation to pay its share of the Other Capital Improvements early.

III. Reserved.

IV. Flow Metering, Billing & Interceptor Inspection:

A fixed monthly payment equal to the prior five year annual average costs for the Total Expense divided by 12 months.

The Total Expense shall be the sum of the costs for:

- (a) calibrating of and repairs to the master meter;
- (b) reading the master meter and preparing the monthly invoice for Warrenville; and
- (c) labor, material, and transportation to inspect the interceptors multiplied by Warrenville ration described in Section 6.A-II of this Agreement titled “Interceptor Sewer Transport Charge.”

B. Amendments to Section 6.C of the Agreement. Section 6.C of the Agreement, as amended by the Second Amendment, is hereby amended and restated in its entirety as follows:

“C. Reserved Capacity for Future Warrenville Development.

- I. In addition to the capacity guaranteed by Section 15 of the Agreement, Naperville agrees to provide 10,000 P.E. (Population Equivalent) of capacity for additional development within Warrenville’s corporate boundaries, including, without limitation, development within the Warrenville Development Property (also referred to as Cantera) (the “Option”). As of June 1, 2025,

Warrenville has reserved 8,743 P.E. of the Option. The Option is not a reservation of capacity but represents Warrenville's prior right to purchase capacity under the terms of this Agreement. A portion of the Option will be considered reserved only when Warrenville pays the costs associated with such portion of the Option as set forth in 6.C.II below.

- II. Warrenville will have the right to reserve all or a portion of the remaining Option by payment of the cost in effect at the time of the reservation as set forth on the schedule attached hereto as Exhibit C, attached to and made a part of this Agreement. In the event that Naperville does not have the capacity to provide all of the Option requested by Warrenville, Naperville agrees to provide that portion for which it does have capacity, and agrees to provide the balance thereof within two-and-one-half years from the date of the request.
- III. In the event Warrenville reserves capacity through the Option as set forth in this Section 6.C, Warrenville may make the necessary payments to Naperville in up to 10 annual installments plus interest on the unpaid balance of such payments at the municipal borrowing rate for obligations of Naperville with similar maturities (or if Naperville finances the construction of an additional expansion to the Springbrook Treatment Plant, the actual interest rate incurred by Naperville therefore). The total of such payments and interest shall be paid in equal annual amounts commencing on the date 90 days after the reservation is made on the first nine anniversaries thereof, unless paid sooner. Warrenville will not be penalized for satisfying its obligations under this Section 6.C.III in less than 10 years."

C. Amendments to Section 7 of the Agreement. Section 7 of the Agreement, as amended by the First Amendment, is hereby amended as follows:

- 1. All references to "Fixed Monthly Charges" are amended to read "Fixed Charges"; and
- 2. Section 7(c) is hereby deleted in its entirety and reserved for future use.

4. Severability. In the event any provision of this Third Amendment to the Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the said Agreement. The remainder of the Agreement shall be construed as if not

containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

5. **Amendments.** This Third Amendment to the Agreement may be amended by written agreement of the Parties.

6. **Counterpart Execution.** For convenience, this Third Amendment to the Agreement may be executed in counterparts, each of which shall be deemed to be an original and all such counterparts when taken together shall constitute one and the same document.

7. **Authorized Execution.** The undersigned warrant and represent that have read and understand this Third Amendment to the Agreement and that they are authorized to execute said Agreement.

IN WITNESS WHEREOF, the Parties by their signatures acknowledge they have read and understand this Third Amendment to the Agreement and intend to be bound by its terms.

CITY OF NAPERVILLE

CITY OF WARRENVILLE

By: Douglas Krieger
City Manager

By: Cristina White
City Administrator

Exhibit A: Planned Capital Improvements

WW002 - Ultraviolet Disinfection and Non-Potable Water System Improvements	
	This project involves the engineering design, IEPA permitting and construction of an ultraviolet light disinfection system for wastewater effluent from Springbrook Water Reclamation Center. Springbrook is required by IEPA to disinfect wastewater effluent prior to releasing it to the DuPage River. The existing disinfection system is currently a chlorination/de-chlorination system that is nearing the end of its useful life. UV disinfection was chosen as the preferred disinfection method. It has the lowest life-cycle cost, as well as the best non-cost score. This method does not involve shipping, storing or dosing of chemicals.
WW042 - Biosolids Holding Tank	
	This project is for the construction of the second Biosolids Holding Tank at the Springbrook Water Reclamation Plant. The first tank was completed in FY2016. The second tank will provide operational flexibility and redundancy with construction planned for FY2025.
WW046 - Influent Pump Station and South Plant Forcemain Improvements	
	This project involves engineering design for replacement of obsolete pumps with diminished capacity that are unable to be repaired. In addition, this project will configure the influent pump station for a future 50/50 flow split between the North and South plants, as well as design a forcemain to convey additional flow to the South plant.
WW048 - South Plant Return Activated Sludge & Grit Removal Improvements	
	This project will provide for the installation of RAS (Return Activated Sludge)/Grit improvements at the South Plant. The existing aerated grit removal process is original to the South Plant construction and allows large amounts of grit to pass through the process, causing problems downstream, and does not provide for automatic removal and classification. A new vortex-type grit removal system will be designed along with a grit washer classifier. The new grit system shall be sized to accommodate both existing conditions as well as the proposed expansion of South Plant capacity for a 50/50 flow split. Also included in this project are RAS pumping improvements to support South Plant expansion.
WW045 - South Plant Capacity Upgrades	
	This project proposes to design and construct capacity improvements and upgrades to the South Plant, including aeration and clarifier improvements. Additional aeration capacity will be constructed, reaching a total of four three-pass basins, four additional high speed turbo blowers and new membrane diffusers for the new basins. The South Plant aeration basins will be configured for MUCT biological phosphorus removal, including baffle walls, mixers and recirculation pumps. In addition, three additional 115' diameter secondary clarifiers will also be constructed.
WW057 - Nutrient Removal and North Plant Upgrades	
	This project will reconfigure the existing aeration tanks in the North Plant for MUCT biological phosphorus removal, associated submersible mixers, recirculation pumps and replacement of the existing mechanical aeration system with high-speed turbo blowers and fine bubble diffusers. The existing mechanical aerators are 15-40 years old, and sourcing parts for maintenance and repairs is difficult. This project will also add sidestream fermentation and a chemical phosphorus removal backup system.
WW050 - Cloth Media and Disc Filters	
	The existing underground sand filters serving as tertiary filters for the North plant are near the end of their useful life. The South plant does not currently have tertiary filters. It is anticipated that a lower than 0.5 mg/L phosphorus limit will be imposed on Springbrook Water Reclamation Center in the future and that this will be achieved through chemical polishing and tertiary filtration. Cloth media disc filters are anticipated to provide tertiary filtration due to their compact footprint and ease of media replacement.
WW047 - Springbrook Interceptor Improvements (Phase 1)	
WW070 - Springbrook Interceptor Improvements (Phase 2)	
WW071 - Springbrook Interceptor Improvements (Phase 3)	

Exhibit A: Planned Capital Improvements

WW072 - Springbrook Interceptor Improvements (Phase 4)	
	The Springbrook (T01) Interceptor is one of two IEPA permitted interceptors that transport wastewater from the Water Utilities sanitary collection system to the Springbrook Water Reclamation Center. This major asset was installed in 1975 and, after a recent MSI (Multi Sensor Inspection), the Springbrook interceptor is in need of major repairs and rehabilitation. This project is a multi-year project, needing several phases to compete. Included in this project is the replacement of manholes in the Dragon Lake Forest Preserve, rehabilitation of the remaining manholes, CIP lining of the interceptor, and by-pass pumping
WW053 - Northwest Wastewater Pump Station Improvements / Upgrades	
	As part of the water utility's ongoing rehabilitation and renewal of its critical infrastructure, this project will provide for upgrades and improvements to major components at Northwest Wastewater Pump Station.
WW065 - North Pump Station Improvements	
	This project includes the replacement of pumps, piping, valves, and automation equipment for the North Pump Station.

Effective Date:

1-Jan-26

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR THE 2026 ROAD PROGRAM: ROADWAY REHABILITATION**

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

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

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: design engineering services for roadway improvements to various City streets, including facilitating project meetings and coordination; conducting field surveys; performing boundary measurements; preparing easement exhibits for inclusion in easement agreements; preparing engineering base plans, specifications construction cost estimates, and bid documents; and assisting City with bidding process (collectively, the **“Services”**).

B. Services. The Consultant has submitted to the City a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement, but in no event later than December 31, 2025 (**“Time of Performance”**).

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

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

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

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

cooperate with the City in the performance of the Services to complete the Work and with any other Consultants engaged by the City.

H. Compliance with Laws and Grants.

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

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

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$84,825.00 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

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

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

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

submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Change Orders.

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

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

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

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

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

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

SECTION 3. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 4. TERM OF AGREEMENT.

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

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

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

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

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

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

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

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

SECTION 6. WARRANTY.

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

SECTION 7. CONSULTANT REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

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

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

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

SECTION 9. DEFAULT.

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

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

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

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 4.B of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

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

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Jamie Clark, Capital Maintenance Superintendent
E-mail: jclark@warrenville.il.us

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

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

Engineering Resource Associates
3s701 West Avenue, Suite 150
Warrenville, Illinois 60555
Attention: Brian Dusak, PE
Email: bdusak@eraconsultants.com

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

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

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

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

J. Venue. Exclusive jurisdiction with regard to any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the 18th Judicial Circuit Court of DuPage County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18th Judicial Circuit Court of DuPage County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written

agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

PROPOSAL

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO CITY]

[WILL INCLUDE SCHEDULE]



Sent via email to jclark@warrenville.il.us

November 6, 2025

Mr. Jamie Clark
 Capital Maintenance Superintendent
 City of Warrenville
 3s346 Mignin Drive
 Warrenville, IL 60555

Subject: Proposal for Design Engineering Services – 2026 Road Program

Dear Jamie:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for providing design engineering services for the roadway rehabilitation as part of the 2026 Road Program within the City of Warrenville, Illinois. This proposal is based upon your request for proposal and our experience on similar projects.

Project Understanding

The City of Warrenville is planning to perform road improvements along the following roadway segments as shown below using a combination of Motor Fuel Tax (MFT) and local funds.

Street Name	From	To	Length (ft)
Haylett Avenue	Galusha Avenue	Central Avenue	730
Tinker Avenue	Galusha Avenue	Central Avenue	760
Elizabeth Avenue	Galusha Avenue	Warrenville Road	1,280
Virginia Avenue	Galusha Avenue	Central Avenue	760
Lorraine Avenue	Galusha Avenue	Warrenville Road	1,530
Wilbur Avenue	Central Avenue	Warrenville Road	870
Melcher Avenue	Galusha Avenue	Old Warrenville Road	1,800
West Avenue	Galusha Avenue	South Terminus	1,410
Central Avenue	Haylett Avenue	Virginia Avenue	1,050
Central Avenue	Melcher Avenue	West Avenue	260
Total Length			10,450

The City now desires to retain ERA to provide design engineering services for this project. Tasks will generally include field survey, base plan preparation, roadway improvement plan sheets, and preparation of plans, specifications, and estimates in accordance with MFT requirements. Work will also include coordinating with the Illinois Department of Transportation (IDOT) to obtain approval prior to bidding the project. It is anticipated that this work will be completed in advance of a bid letting next spring so construction may commence during the summer of 2026.

Scope of Services

ERA will provide engineering services in accordance with the following anticipated work plan.

- Project Meetings and Coordination** – The proposed improvements are anticipated to be simple. General project coordination will be performed via emails and phone calls. One meeting is anticipated with the City.

WARRENVILLE
 3S701 West Avenue, Ste 150
 Warrenville, IL 60555
 ☎ (630) 393-3060

CHICAGO
 10 S. Riverside Plaza, Ste 875
 Chicago, IL 60606
 ☎ (312) 474-7841

CHAMPAIGN
 2416 Galen Drive
 Champaign, IL 61821
 ☎ (217) 351-6268

MILWAUKEE
 342 N. Water Street, Ste 600
 Milwaukee, WI 53202
 ☎ (414) 238-9189

2. **Field Survey** – This task consists of a targeted survey within the project limits. Full topographic survey is not anticipated; however, sufficient data will be collected within roadway limits to develop proposed pavement improvement details and at intersections to analyze for ADA compliance. Driveways, sidewalks, and structures within the project limits will be located. The survey will be done utilizing DuPage County benchmarks and in state plane ground coordinates (NGVD 88 vertical and USGS NAD 83 horizontal). Survey information will be downloaded directly into our AutoCAD-based electronic drafting system.
3. **Boundary Measurement** – ERA will perform boundary measurement and calculations for the parcels that may need easement acquisition for road widening at the intersection of Haylett Avenue and Central Avenue.
4. **Easement Exhibits** – ERA will prepare and provide a separate Easement Exhibit for each of the anticipated four (4) parcels affected. The Easement Exhibits will show the location, width, and dimensions of the proposed easement area. The Easement Exhibits provided by ERA are intended to be used as attachments to easement agreement documents prepared separately by others.
5. **Base Plans** – Information compiled from the field survey will be combined to produce base plans at a scale of 1" = 20' horizontal. Base plans will be prepared using our AutoCAD-based system conforming to City of Warrenville graphic standards. Base plans on 24" x 36" sheets will be submitted to the City for review and comments.
6. **Plans, Specifications, and Estimates** – This task includes the preparation of design plans in accordance with the City of Warrenville standard format and MFT requirements. The plan set will include the following sheets:
 - a. Cover Sheet, Location Map, and Index of Sheets 1 Sheet
 - b. Legend, General Notes, Summary of Quantities 1 Sheet
 - c. Typical Sections 1 Sheet
 - d. Proposed Improvements 15 Sheets
 - e. Construction Details 2 Sheet
 - Total 20 Sheets**

Plans and specifications will be submitted for review and approval to the City and IDOT at the 90% and 100% bid documents stages of completion. ERA will be responsible for preparing and compiling the contract documents in accordance with MFT requirements. This task also includes the preparation of a final engineer's opinion of probable construction cost for the proposed improvements.

7. **Bidding Assistance** – ERA will provide bidding assistance for the project. This work includes coordinating advertising of the project through the BHFx plan room, answering bidder's questions, preparing addenda, attending a pre-bid meeting, and tabulating bids.

Project Schedule

The City of Warrenville intends to provide a notice to proceed in December 2025. After notice to proceed, the consultant will start with data acquisition and survey tasks. It is anticipated that the data collection will be completed by the end of 2025, so ERA and the City may work towards finalizing bid documents in advance of a spring 2026 letting date.

Fees

ERA proposes to provide engineering services described in this proposal on an hourly, not to exceed basis according to the attached engineering fees. Our proposed multiplier rate for this project is 2.85 times direct hourly payroll rates. Direct costs will be charged at the actual cost incurred with no markup.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis.

If you have any questions, please contact me at 630.393.3060x1003 or bdusak@eraconsultants.com.

Respectfully submitted,
ENGINEERING RESOURCE ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Brian Dusak". The signature is fluid and cursive, with the first name "Brian" and last name "Dusak" clearly distinguishable.

Brian Dusak, PE
Principal



3s701 West Ave, Suite 150
 Warrenville, IL 60555
 Phone: 630-393-3060
 Fax: 630-393-2152
 www.eraconsultants.com

CLIENT: City of Warrenville
 PROJECT: Design Engineering - 2026 Road Program
 PROJECT LOCATION: Warrenville
 COUNTY: DuPage County

PAYROLL CLASSIFICATION	HOURLY RATE	TOTAL HRS	Project Meetings and Coordination			Field Survey			Boundary Measurement			Easement Exhibits		
			HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Professional Engineer IV	\$205.85	24.0	4	25.0%	\$51.46									
Engineering Technician VI	\$164.25	288.0	8	50.0%	\$82.13	140	77.8%	\$127.75				16	66.7%	\$109.51
Staff Engineer III	\$137.71	132.0	4	25.0%	\$34.43	40	22.2%	\$30.60						
Professional Surveyor II	\$190.79	16.0							8	50.0%	\$95.39	8	33.3%	\$63.59
Surveyor IV	\$146.32	8.0							8	50.0%	\$73.16			
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
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	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
	\$0.00	0.0												
TOTALS		468.00	16	100.0%	\$168.02	180	100.0%	\$158.35	16	100.0%	\$168.55	24	100.0%	\$173.10



3s701 West Ave, Suite 150
 Warrenville, IL 60555
 Phone: 630-393-3060
 Fax: 630-393-2152
 www.eraconsultants.com

CLIENT: City of Warrenville
 PROJECT: Design Engineering - 2026 Road Program
 PROJECT LOCATION: Warrenville
 COUNTY: DuPage County

Date: November 6, 2025
 Consultant: Engineering Resource Associates, Inc.
 Project Manager: Brian Dusak
 PP/PL No.: PL2510.62

PAYROLL CLASSIFICATION	HOURLY RATE	Base Plans			Plans, Specifications, and Estimates (PS&E)			Bidding Assistance					
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Professional Engineer IV	\$205.85				16	11.8%	\$24.21	4	25.0%	\$51.46			
Engineering Technician VI	\$164.25	80	100.0%	\$164.25	40	29.4%	\$48.31	4	25.0%	\$41.06			
Staff Engineer III	\$137.71				80	58.8%	\$81.00	8	50.0%	\$68.86			
Professional Surveyor II	\$190.79												
Surveyor IV	\$146.32												
	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
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	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
	\$0.00												
TOTALS		80	100.0%	\$164.25	136	100.0%	\$153.52	16	100.0%	\$161.38	0	0.0%	\$0.00

EXHIBIT B

INSURANCE COVERAGES

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

All employees will be included as insureds.

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

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

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

Coverages will include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

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

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

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

Worker's Compensation

Professional Liability

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

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

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

EXHIBIT C

CHANGE ORDER NO _____

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

1. Change in Contracted Services:

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

3. Change in Project Completion Date:

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

4. Change in Compensation:

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

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

[signature page follows]

CITY

CONSULTANT

Signature
Director of Community and
Economic Development

Signature
Name (Printed or Typed)

_____, 20____
Date

_____, 20____
Date

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

Signature
City Administrator

_____, 20____
Date

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

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

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

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

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

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

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

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

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

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

FY 2026 Public Works Department Work Plan

(last revised by PK on 12/3/2025)

F-6

INTRODUCTION

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

TIER ONE (HIGHEST PRIORITY) INITIATIVES				
Item	Project / Program / Activity	Expected Completion Date	Status	City Plans
Annual Road Program				
T1-1	2025 Road Program Construction (JC)	10/31/2025	Complete	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-2	2026 Road Program Bid Documents (JC/KH/DR)	2/28/2026		
T1-3	Construction of curb and gutter on west side of River Road. (JC)	10/31/2025	Complete	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Proposed Well No. 13, Water Tower, and Iron Filtration (Southwest District)				
T1-4	Construction of Water Tower at Thorntons site (ZJ/PK)	8/31/2025	Tower online, punchlist remains	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-5	Construction of Well No. 13 Water Treatment Building (including solar panels) (ZJ/PK)	9/21/2026	Walls under construction	
Mack Road Bridge Replacement and Trail Improvement Project (KH/PK)				
T1-6	Complete Property/Easement Acquisition (CD 22.04)	8/31/2025	Litigation	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-7	Coordinate Construction (CD 24.01)	11/30/2026	Waiting on Property Acquis.	
Implementation of New Software Solutions				
T1-8	BS&A ERP Software Implementation	7/15/2025	Software is live	Strategic Plan Goal #3 Quality City Services – Financial Policies
T1-9	Citizen Engagement Implementation	10/31/2025	Software is live	
Cerny Park (PK/JC/DE)				
T1-10	Construction of Cerny Park Improvements Project - Phase 1	10/31/2025	Punchlist items remain	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-11	Develop Bid Documents for Cerny Park Improvements Project - Phase 2	1/31/2026	Nearly 50% Complete	
Sanitary Sewer Maintenance Program (ZJ/PK)				
T1-12	Central 2 Basin, Phase 3 - Construction Contract and City Staff repairs (ZJ/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-13	East 1 & West 4 Basins, Phase 1 (ZJ/PK)	4/30/2026	Nearly complete (Utility Div. staff)	
T1-14	Participate in Citywide facilities study including building security needs	4/30/2026	Contract approved, kickoff in January	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T1-15	Traffic study to evaluate and standardize speed limits on City streets. (PK/JC/Police)	4/30/2026	Traffic Counts to occur in October	Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Speed Limits
T1-16	Waste Franchise Agreement Renewal or RFP (Groot contract expires 4/30/26) (KHG/AM)	4/30/2026		Strategic Plan Goal: #3 Quality City Services - Building and Life Safety Codes

TIER TWO (IMPORTANT) INITIATIVES

Item	Project Description	Expected Completion Date	Status	City Plans
T2-1	Evaluate the Enterprise Fleet contract and report on cost savings or performance of the program (JC/KHG/PK)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-2	Multi-Year Water System Valve Assessment Program (ZJ) (PUB 25.03)	4/30/2026	Year 2 to occur in Spring 2026	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Route 59 Sidewalk/Path Improvement Project (KH/PK)				Strategic Plan Goal: #2 Engaged and Connected Community – Spaces for Community Engagement Bikeway Implementation Plan
T2-3	Final Engineering Design (CD 23.03)	12/1/2026	No work in FY26	
T2-4	Complete Property/Easement Acquisition (CD 24.06)	12/1/2026	No work in FY26	
T2-5	Administration of Private Property Drainage Assistance Program (KHG/JC/KH/DR)	4/30/2026	No applications received	Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Legacy Private Infrastructure
T2-6	Conduct a water and sewer rate study (Finance/PK/ZJ) (PUB 26.05)	4/30/2026	Received 4 submittals	Strategic Plan Goal #3 Quality City Services – Financial Policies
T2-7	Additional water system modeling to evaluate pressure zones. (ZJ/PK) (PUB 26.04)	4/30/2026		Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-8	Water System Emergency Interconnect Engineering (ZJ/PK) (PUB 26.07)	4/30/2026	Started discussion with Aurora	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-9	SCADA System Upgrades (ZJ) (PUB 26.01)	4/30/2026	Works is ongoing	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-10	Development of ADA Transition Plan (KHG/DR)	4/30/2026	Working w/CMAP and consultant	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-11	Install Snow Melt System for Manning Avenue Entrance to City Hall (JC/DE) (PUB 26.06)	4/30/2026	Anticipate Spring Construction	Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
Shaw Drive Area Street Rehabilitation Project (JC/PK)				Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure
T2-12	Develop Bid Documents (JC/PK)	12/31/2025	Ongoing	
T2-13	Construction (JC/PK)	4/30/2026	Will occur in FY27	

TIER THREE (DESIRABLE) INITIATIVES

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

LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS

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

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

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

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

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

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

PROJECTS NOT INCLUDED IN FY 2026 WORK PLAN

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

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

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