

**CITY OF WARRENVILLE
CITY COUNCIL
REGULAR MEETING
Monday, January 19, 2026 at 6:30 p.m.
City Hall Council Chambers
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.

AGENDA

I. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance

II. PUBLIC COMMENTS

III. OFFICIALS AND STAFF COMMENTS

- A. Mayor
- B. Aldermen
- C. Clerk
- D. Treasurer
- E. Administrator
- F. Attorney

IV. CONSENT AGENDA – OMNIBUS VOTE

- A. Ordinance O2026-03, amending the temporary use permit for 3S580 River Road approved pursuant to ordinance O2025-30 to allow the establishment of a temporary loading zone for up to 12 months
- B. Resolution R2026-02, approving a professional services agreement with Engineering Enterprises, Inc for five-year review and revisions to the City's Risk and Resilience Assessment and Emergency Response Plan
- C. Resolution R2026-03, approving certain minutes of certain closed meetings of the City Council for release
- D. Re-appointment of James Martina to the Plan Commission and Zoning Board of Appeals for a term expiring April 30, 2029

- E. Re-appointment of Katharin Ebbesen to the Plan Commission and Zoning Board of Appeals for a term expiring April 30, 2029
- F. Appointment of David Koldoff to the Environmental Advisory Commission for a term expiring on April 30, 2027
- G. Expenditures for invoices paid up to January 7, 2025, in the amount of \$109,602.97
- H. Expenditures for invoices due on or before February 2, 2026, in the amount of \$777,577.92
- I. Minutes of City Council Meetings
 - 1) December 15, 2025, City Council Closed Session meeting
 - 2) January 5, 2026, City Council regular meeting
 - 3) January 5, 2026, City Council Closed Session meetings 1 and 2

V. REGULAR AGENDA

VI. PRESENTATIONS AND DISCUSSION ITEMS

- A. Consideration of amended intergovernmental agreement between the City of Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the provision of paratransit services (K. Hernandez-Galvan)
- B. Consideration of an Enterprise Fleet Management Lease for two replacement vehicles (J. Clark)
- C. Consideration of a professional services agreement with Engineering Enterprises, Inc. for the preparation of bid documents for Central 2 Basin Sanitary Sewer Maintenance (Z. Jardine)
- D. Consideration of an intergovernmental agreement with the Warrenville Park District regarding a stormwater management easement at Sesquicentennial Park (D. Romero)
- E. Consideration of professional services agreement with Engineering Enterprises, Inc. for preliminary engineering of Water System Emergency Interconnect (Z. Jardine)
- F. Consideration of the FY 2027 Tourism and Arts Commission (TAC) Grant Recommendations (K. Dahlstrand)
- G. Consideration of the Warrenville Historical Society request for Director/Curator Funding grant (K. Dahlstrand)

VII. INFORMATIONAL REPORTS

- A. Receive and file the Commercial Vacancy Report from July 2025 to January 2026
- B. Receive and file Administration Department FY 2026 Work Plan and Decision Packages status report
- C. Receive and file Finance Department FY 2026 Work Plan and Decision Packages status report
- D. Receive and file Police Department FY 2026 Work Plan and Decision Packages status report
- E. Receive and file minutes of the Bicyclist and Pedestrian Advisory Commission meeting held on December 9, 2025

VIII. CLOSED SESSION

Discussion of topics which fall under the following exception to the Illinois Open Meetings Act:

- 5 ILCS 120/2 (c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- 5 ILCS 120/2 (c) (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.

IX. ADJOURN

CW/drg

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>)

Jan	20	7:00 p.m.	Environmental Advisory Commission
	20	7:00 p.m.	Inclusion, Diversity, Equity, and Awareness Commission
	20	6:30 p.m.	Police Pension Board
	22	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	26	6:30 p.m.	Department Budget Presentations
Feb	02	6:30 p.m.	City Council Regular Meeting
	09	6:30 p.m.	Department Budget Presentations
	10	6:30 p.m.	Bicyclist and Pedestrian Advisory Commission
	10	7:00 p.m.	Environmental Advisory Commission
	12	7:00 p.m.	Tourism and Arts Commission
	17	6:30 p.m.	City Council Meeting (Tuesday)

CITY OF WARRENVILLE

MEMORANDUM

TO: Mayor and City Council 
FROM: Cristina White, City Administrator
SUBJECT: SUMMARY OF AGENDA ITEMS FOR JANUARY 19, 2026 CITY COUNCIL
REGULAR MEETING
DATE: JANUARY 15, 2026

Please contact the City Administrator with questions pertaining to agenda items by noon on the day of the meeting.

IV. CONSENT AGENDA – OMNIBUS VOTE

A. Ordinance O2026-03 – Amending Permit for 3S580 River Road (Attachment)

A business located at 3S580 River Road has no Code-compliant onsite parking. A temporary use permit allows the business to satisfy the minimum parking required by the Zoning Ordinance entirely on another nearby property. A request was made to allow a loading zone on a designated portion of the property for up to one year until a Code-compliant parking area is constructed onsite. As directed by City Council, included with the agenda backup material is an ordinance amending the temporary use permit to allow a temporary loading zone for up to 12 months.

Council Action Requested: Pass ordinance O2026-03, amending the temporary use permit for 3S580 River Road approved pursuant to ordinance O2025-30 to allow the establishment of a temporary loading zone for up to 12 months.

Staff Recommendation: Not applicable.

Budgetary Impact: None.

Other Resources Required: None.

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

B. Resolution R2026-02 – EEI Agreement for Risk Assessment (Attachment)

The City is required to review and update the Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) every five years to maintain regulatory compliance and ensure the continued safety and reliability of the City's water and wastewater systems. Included with the agenda backup material is a resolution and agreement with Engineering Enterprises Inc. (EEI) for the completion of the required five-year review and revision of the plan to reflect current system conditions, regulatory requirements, and best practices. Optional enhancements may include coordination of a cybersecurity assessment with the City's SCADA integrator and facilitation of a virtual tabletop exercise for Utility Division staff using the EPA's Tabletop Exercise Tool to evaluate the effectiveness of the ERP. This work supports emergency preparedness, system resilience, and protection of public health and safety.

Council Action Requested: Pass resolution R2026-02, approving a professional services agreement with Engineering Enterprises, Inc for five-year review and revisions to the City's Risk and Resilience Assessment and Emergency Response Plan.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: This work will be split between FY 2026 and FY 2027. Sufficient funds are included in the Water and Sewer Fund budget to cover the \$15,000 FY 2026 expense, and the remaining \$27,602 will be included in the FY 2027 Water and Sewer Fund budget.

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

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

- C. Resolution R2026-03 – Release of Certain Closed Session Minutes (Attachment)
The Illinois Open Meetings Act requires the City Council to periodically review and make determinations with regard to closed session minutes. The Council determines whether (1) the need for confidentiality still exists as to all or part of the minutes, or (2) that the minutes or portions thereof no longer require confidential treatment and can be made available for public inspection. 5 ILCS 120/2.06(d).

Following the review of past closed session meeting minutes, the City Attorney is recommending the release of certain minutes of certain closed session meetings. Included with the agenda backup material is a resolution with a list of closed session minutes approved for release.

Council Action Requested: Pass resolution R2026-03, approving certain minutes of certain closed meetings of the City Council for release.

Staff Recommendation: City Administrator White recommends this action.

Budgetary Impact: None

Other Resources Required: Staff time to coordinate release of minutes.

Strategic Plan Goal: Not applicable.

- D. Re-Appointment of James Martina to the PC/ZBA
City Code requires members of the Plan Commission and Zoning Board of Appeals (PC/ZBA) to be appointed by the Mayor with the advice and consent of the City Council. James Martina has served on the PC and ZBA since November 2023, when he was appointed to fill Carla Sanfilipp's unexpired term, which expired on November 16, 2025. He has agreed to continue for a term expiring April 30, 2029.

Council Action Requested: Approve the re-appointment of James Martina to the Plan Commission and Zoning Board of Appeals for a term expiring April 30, 2029.

Staff Recommendation: Not applicable.

Budgetary Impact: None.

Other Resources Required: None.

Strategic Plan Goal: Not applicable.

- E. Re-Appointment of Katharin Ebbesen to the PC/ZBA
City Code requires members of the Plan Commission and Zoning Board of Appeals to be appointed by the Mayor with the advice and consent of the City Council. Katharin Ebbesen has served on the Plan Commission since December 2024, and the Zoning Board of Appeals since May 2025, when she was appointed to fill Bob

Vavra's unexpired term, which expires on November 16, 2025. she has agreed to continue for a term expiring April 30, 2029.

Council Action Requested: Approve the re-appointment of Katharin Ebbesen to the Plan Commission and Zoning Board of Appeals for a term expiring April 30, 2029.

Staff Recommendation: Not applicable.

Budgetary Impact: None.

Other Resources Required: None.

Strategic Plan Goal: Not applicable.

F. Appointment of David Koldoff to the EAC (Attachment)

The recent resignation of a member of the Environmental Advisory Commission (EAC) has created a new vacancy. The City Code states that the Mayor shall, with the advice and consent of the City Council, appoint a new member to fill the unexpired term of any member whose place has become vacant. Mayor Johnson, Community and Economic Development Director Emery, and EAC Liaison Lilley interviewed resident David Koldoff, and Mayor Johnson recommends his appointment to fill the vacant EAC position. Copies of Mr. Koldoff's volunteer application and resume are included with the agenda backup material.

Council Action Requested: Accept Mayor Johnson's recommendation and approve the appointment of David Koldoff to the Environmental Advisory Commission for a term expiring April 30, 2027.

Staff Recommendation: Not applicable.

Budgetary Impact: None.

Other Resources Required: None.

Strategic Plan Goal: N/A

G. Invoices Paid (Attachment)

Approve expenditures for invoices paid up to January 7, 2026, in the amount of \$109,602.97.

H. Invoices Due (Attachment)

Authorize expenditures for invoices due on or before February 2, 2026, in the amount of \$777,577.92.

I. Minutes of City Council Meetings (Attachments)

Approve minutes of the following City Council meetings:

- 1) December 15, 2025, City Council Closed Session meeting
- 2) January 5, 2026, City Council regular meeting
- 3) January 5, 2026, City Council Closed Session meetings 1 and 2

V. **REGULAR AGENDA**

VI. **PRESENTATION AND DISCUSSION ITEMS**

A. Amended IGA with PACE (Attachment) (K. Hernandez-Galvan)

In December 2025, the Suburban Bus Division of the Regional Transportation Authority (PACE) updated its intergovernmental agreements (IGAs) with DuPage County communities for paratransit services. The most notable change in the new

IGA between the City and PACE reduces PACE's share of the operating deficit from 75% to 50%, which applies retroactively to calendar year 2025. This change means the City will reach the subsidy limit sooner than in past years and will require an increase to the FY 2027 senior services budget. After reviewing the costs and benefits of the City's former ACORN Van Program and the Ride DuPage Program, staff concluded the program continues to provide a cost-effective service for the City's senior and disabled residents.

Included with the agenda backup material is an amended IGA and Asset Management Analyst Hernandez-Galvan's memo dated January 12, 2026, providing further detail. The IGA has been reviewed and approved by the City Attorney and PACE.

Council Action Requested: Direct staff to present a resolution approving an amended intergovernmental agreement between the City of Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the provision of paratransit services.

Staff Recommendation: Assistant City Administrator Morgan and Asset Management Analyst Hernandez-Galvan recommend this action.

Budgetary Impact: The FY 2026 Budget includes \$30,000, which staff now expects to increase to \$50,000. This increase will not require a budget amendment. Staff will be proposing \$66,000 for the FY 2027 Budget.

Other Resources Required: Staff time to receive and process resident applications.

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

B. Enterprise Lease for two vehicles (Attachment) (J. Clark)

Included with the agenda backup material are two individual lease quotes for hybrid F-150 pickup trucks for the Police and Public Works departments. The replacement of these vehicles is scheduled in the Capital Maintenance and Replacement Plan (CMRP) in FY 2026 and FY 2027. Staff is anticipating delivery to the City in the summer of 2026 (FY 2027). The lease payments do not begin until the City receives delivery of the vehicles. These vehicle replacements are part of the Enterprise Management Program approved by City Council in August 2024, but the Council still needs to waive competitive bidding for each one of the individual lease agreements. Staff is further requesting the City Council declare the two existing vehicles as surplus and authorize their disposal through an auction service.

Council Action Requested: Direct staff to present a resolution approving waiving competitive bidding and approving the lease of two pickup trucks through the Enterprise Fleet Management Program and authorizing for the disposal of the existing vehicles.

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

Budgetary Impact: The proposed FY 2027 Budget will include sufficient funding for the lease payments for these vehicles.

Other Resources Required: Staff time to coordinate replacement of the vehicle with Enterprise.

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

C. PSA with EEI for Bid Document Preparation (Attachment) (Z. Jardine)

Staff is requesting the City Council approve professional design engineering services for the Central 2 Basin Manhole Rehabilitation Project. The proposed agreement with Engineering Enterprises, Inc. (EEI) includes project management, field data analysis, preparation of construction documents, cost estimates, and coordination necessary to rehabilitate sanitary sewer manholes identified as priorities in the Central 2 basin, as part of the City's ongoing Sanitary Sewer Maintenance Program. The work will support extending the service life of existing infrastructure, reducing groundwater infiltration, and improving overall system performance. EEI was chosen for this work because of their previous experience on the City's Sanitary Sewer Maintenance Program projects. They are in the best position to efficiently provide these services due to their past work on this program. Staff has reviewed the proposal and determined that the scope of work and fees are appropriate for this type of project.

Council Action Requested: Direct staff to present a resolution approving a professional services agreement with Engineering Enterprises, Inc. for design engineering services related to the Central 2 Basin Manhole Rehabilitation project at an upcoming City Council meeting.

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

Budgetary Impact: Sufficient funds are included in the FY 2026 budget in the Water and Sewer Fund for this project to cover the \$19,933 expense.

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

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

D. Park District Agreement for Stormwater Easement (Attachment) (D. Romero)

The Warrenville Park District (WPD) submitted a permit for the replacement of the existing volleyball court with a pickleball court at Sesquicentennial Park. The addition of the pickleball court triggers the need to install a post construction best management practice (PCBMP) for stormwater as required under the adopted DuPage County Stormwater Management and Floodplain Ordinance. Furthermore, the ordinance stipulates the need for WPD to grant the City a stormwater management easement for the PCBMP. Included with the agenda backup material is a proposed agreement granting an easement between the City and WPD.

Council Action Requested: Direct staff to present a resolution approving an intergovernmental agreement with the Warrenville Park District regarding a stormwater management easement at Sesquicentennial Park.

Staff Recommendation: Community and Economic Development Director Emery and Civil Engineer Romero recommend this action.

Budgetary Impact: Not applicable.

Other Resources Required: Not applicable.

Strategic Plan Goal: #2 Engaged and Connected Community – Support unique programs that encourage community connection.

- E. PSA with EEI for Preliminary Engineering, Water System (Attachment) (Z. Jardine)
Included with the agenda backup material is a proposed agreement with EEI for preliminary design engineering for a water system emergency interconnect with the City of Aurora, including a meter vault and approximately 300 - 400 feet of new water main on Duke Parkway near Barkley Avenue. The agreement also includes conceptual evaluation of two potential routing options for a future water main loop between Ferry Road and Duke Parkway, including feasibility, coordination with impacted properties, and preliminary cost estimates. This work will support improved system redundancy, emergency preparedness, and long-term reliability of the City's water distribution system. EEI was chosen for this work because of their experience developing and updating the City's water system model. Staff has reviewed the proposal and determined that the scope of work and fees are appropriate for this type of project.

Council Action Requested: Direct staff to present a resolution approving a professional services agreement with Engineering Enterprises, Inc. for preliminary engineering of a water system emergency interconnect and Ferry Road water main loop at an upcoming City Council meeting.

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

Budgetary Impact: \$58,508 will be included in the FY 2027 TIF#4 budget.

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

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

- F. FY 2027 TAC Grant Award Recommendations (Attachment) (K. Dahlstrand)
The Tourism and Arts Commission (TAC) has reviewed the applications received for the FY 2027 Hotel Tax Grant program to ensure compliance with the program guidelines.

Included with the agenda backup material is a memo from TAC Chair Monica Johnson, dated January 6, 2026, detailing the TAC FY 2027 Hotel Tax Grant Awards funding recommendations with supporting documentation. Hard copies of the grant applications are available for review in a binder in the Alderman's Office at City Hall.

Council Action Requested: Direct staff to advance the Tourism and Arts Commission recommendation to award \$134,614 in Hotel Tax grant funding to various applicants for FY 2027 per the Tourism and Arts Commission memo dated January 6, 2026, with direction to include this funding in the FY 2027 Budget.

Staff Recommendation: Finance Director Dahlstrand recommends this action.

Budgetary Impact: \$134,614 in the proposed FY 2027 Hotel Tax Fund Budget.

Other Resources Required: Significant staff time to administer the grant program for each award recipient.

Strategic Plan Goal: #2 Engaged and Connected Community – Support unique programs and events that encourage community connection.

- G. Historical Society Director Grant (Attachment) (K. Dahlstrand)
Since FY 2010, the City Council has approved the Warrenville Historical Society's requests for funding from the Hotel Tax Fund, to cover the cost of a part-time Museum Director/Curator. Prior to FY 2026, the funding was granted at a total of

\$20,000 per fiscal year. Beginning in FY 2026 the funding was increased by Council action, to a total of \$25,000.

Included with the agenda backup material is a letter from Historical Society President Melissa Simmons requesting \$25,000 in funding for FY 2027, the same amount as FY 2026. Representatives from the Warrenville Historical Society were invited to be in attendance to answer any questions.

Council Action Requested: Direct staff to advance the Warrenville Historical Society's grant request in the amount of \$25,000 from the Hotel Tax Fund to cover the cost of a part-time Museum Director/Curator, with direction to include this funding in the FY 2027 Budget.

Staff Recommendation: Finance Director Dahlstrand recommends this action.

Budgetary Impact: \$25,000 will be budgeted in Hotel Tax Fund in the proposed Fiscal Year 2027 Budget.

Other Resources Required: Staff time to process reimbursement requests.

Strategic Plan Goal: Not applicable

VII. INFORMATIONAL REPORTS

- A. Commercial Vacancy Report (Attachment)
Receive and file the Commercial Vacancy Report from July 2025 to January 2026.
- B. Administration Department FY 2026 Work Plan Status Report (Attachment)
Receive and file Administration Department FY 2026 Work Plan and Decision Packages status report.
- C. Finance Department FY 2026 Work Plan Status Report (Attachment)
Receive and file Finance Department FY 2026 Work Plan and Decision Packages status report.
- D. Police Department FY 2026 Work Plan Status Report (Attachment)
Receive and file Police Department FY 2026 Work Plan and Decision Packages status report.
- E. Minutes of the Bicyclist and Pedestrian Advisory Commission (Attachment)
Receive and file minutes of the Bicyclist and Pedestrian Advisory Commission meeting held on December 9, 2025

CW/drg

ORDINANCE NO. O2026-03

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. O2025-30
APPROVING A TEMPORARY USE PERMIT FOR
TEMPORARY OFF-SITE PARKING AND TEMPORARY LOADING ZONE
(28W289 WARRENVILLE ROAD AND 3S580 RIVER ROAD)

WHEREAS, J H Bollweg Building Partnership (“**Owner**”) is the owner of those certain real properties commonly known as 3S580 River Road, Warrenville, Illinois (“**Development Property**”); and 28W289 Warrenville Road, Warrenville, Illinois (“**Parking Property**”), as each is legally described in **Exhibit A** attached to and made of a part of this Ordinance; and

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

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

WHEREAS, P.S. Flowers, Inc. (collectively, the Owner and P.S. Flowers, Inc. are the “**Applicants**”) operates a home furnishing store (“**Retail Use**”) on the Development Property and within the Blacksmith Building; and

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

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

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

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

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

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

WHEREAS, until the Proposed Future Development is constructed, the Applicants propose to temporarily satisfy the minimum off-street parking requirements for the Proposed Retail Use on the Development Property by reserving four off-street parking spaces in the Parking Lot on the Parking Property for use by employees and patrons of the Proposed Retail Use (“**Proposed Temporary Off-Site Parking**”); and

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

WHEREAS, on June 16, 2025, the City Council adopted Ordinance No. O2025-30, approving a temporary use permit to allow the Proposed Temporary Off-Site Parking in order to operate the Proposed Retail Use on the Development Property prior to the completion of the Proposed Future Development ("**Original Temporary Use Permit**"), subject to certain conditions and restrictions; and

WHEREAS, the Applicants also desire to establish a temporary loading zoning on a grass and gravel area located in front of the Blacksmith Building on the Development Property ("**Proposed Temporary Loading Zone**"); and

WHEREAS, pursuant to Section 5.14 of the Zoning Ordinance, all off-street parking and loading areas must be surfaced with asphalt, concrete, brick, paving block, or similar dustless surface with a structural number of 2.8; and

WHEREAS, pursuant to the applicable provisions of the City Code, the Applicants submitted an application to amend the Original Temporary Use Permit to additionally allow the Applicants to establish the Proposed Temporary Loading Zoning on the Development Property ("**Amended and Restated Temporary Use Permit**"); and

WHEREAS, consistent with the Plan Commission recommendation, and pursuant to the City's powers under applicable law, including its home rule powers under the Illinois Constitution of 1970, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Amended and Restated Temporary Use Permit, in accordance with, and subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2: Amended and Restated Temporary Use Permit. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in this Ordinance, including, without limitation, the conditions set forth in Section 3 of this Ordinance, the City Council approves the Amended and Restated Temporary Use Permit to allow:

A. The Proposed Temporary Off-Site Parking on the Parking Property to allow the operation of the Retail Use on the Development Property prior to the completion of the Proposed Future Development; and

B. The Proposed Temporary Loading Zoning on the Development Property accessed via the River Road curb cut.

SECTION 3: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance, or any other rights the Applicants may have, the approval granted in Section 2 of this Ordinance is hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the "**Conditions**").

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Parking Property, the Parking Lot, the Development Property and the Blacksmith Building must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans and Documents. Except for minor changes and site work approved by the Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Parking Property, the Parking Lot, and the Development Property must comply with the following plans and documents:

1. Off-Site Parking Plan, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B (“Parking Plan”)**;

2. Loading Zoning Exhibit, consisting of two pages, the first page containing photographs of the Development Property and the second page containing a depiction of the proposed Temporary Loading Zoning on the Development Property, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C (“Loading Zone Exhibit”)**.

C. Proposed Temporary Off-Site Parking.

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

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

D. Proposed Temporary Loading Zone.

1. Location. The Proposed Temporary Loading Zone must be located on the Development Property in accordance with the Loading Zone Exhibit with egress and ingress provided via the River Road curb cut requested by the Owner in 2024.

2. Size. The Proposed Temporary Loading Zone must not exceed 3,500 square feet in area.

3. Use. Customers of the Retail Use may park vehicles within the Proposed Temporary Loading Zone for periods up to 30 minutes for temporary loading and unloading purposes only. Two employee vehicles may be parked in the Proposed Temporary Loading Zone for longer than 30 minutes but only for the purpose of loading and unloading merchandise for the Retail Use on a seasonal basis. All other parking associated with the Retail Use must be located in the Proposed Temporary Off-Site Parking or in public parking spaces.

4. Signage. The Applicants must install a Small Convenience Sign, as defined by the Zoning Ordinance, not exceeding four square feet in area, on the Development Property

notifying users that parking in the Proposed Temporary Loading Zoning is limited to 30 minutes or less and for loading and unloading purposes only. The sign may not be illuminated.

E. Expiration of Amended and Restated Temporary Use Permit. The Amended and Restated Temporary Use Permit granted pursuant to this Ordinance will expire (i) 12 months after the adoption of this Ordinance; or (ii) upon sufficient off-street parking spaces to meet the minimum requirements set forth in the Zoning Ordinance are provided on the Development Property for the Retail Use pursuant to a permit issued by the City, whichever is earlier to occur.

F. Temporary Extension. Any extension of the term of the Amended and Restated Temporary Use Permit must be approved by the City Council.

G. Required Action in the Event of Expiration. If it is reasonably anticipated that the Amended and Restated Temporary Use Permit will expire pursuant to Section 3.E(i) of this Ordinance because sufficient off-street parking spaces will not have been provided on the Development Property for the Retail Use within 12 months after this Ordinance is adopted (or within any extension is granted pursuant to Section 3.F of this Ordinance), the Owner must bring the Development Property into compliance with the Zoning Ordinance within 30 days of the expiration date by either (i) obtaining City Council approval of an acceptable, alternative parking arrangement; (ii) providing the required minimum off-street parking spaces in another manner that complies with the Zoning Ordinance; or (iii) ceasing the operation of the Retail Use on the Development Property until such time as sufficient parking is constructed on-site or an alternative parking arrangement is approved.

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

SECTION 5: Recordation; Conflicts; Binding Effect.

A. A copy of this Ordinance must be recorded in the Office of the DuPage County Recorder on the title for the Development Property and the Parking Property.

B. This Ordinance amends and restates Ordinance No. O2025-30. In the event of a conflict between the terms and conditions of Ordinance No. O2025-30 and this Ordinance, the terms and conditions of this Ordinance shall control.

C. This Ordinance, and the privileges, obligations, and provisions contained therein, inure to the benefit of, and are binding upon, the Applicants; provided that the obligation to provide the off-site parking spaces on the Development Property shall run with the land and be binding on the Owner and its successors, heirs, and assigns.

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

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

- A. Passage by the City Council by a majority vote in the manner required by law; and
- B. Publication in pamphlet form in the manner required by law.

PASSED THIS ____ day of _____, 2026.

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

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBITS

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

Exhibit B – Parking Plan

Exhibit C – Loading Zone Exhibit

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY

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

PIN: 04-35-414-013

COMMONLY KNOWN AS: 3S580 River Road

LEGAL DESCRIPTION OF THE PARKING PROPERTY

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

PIN: 04-35-414-032

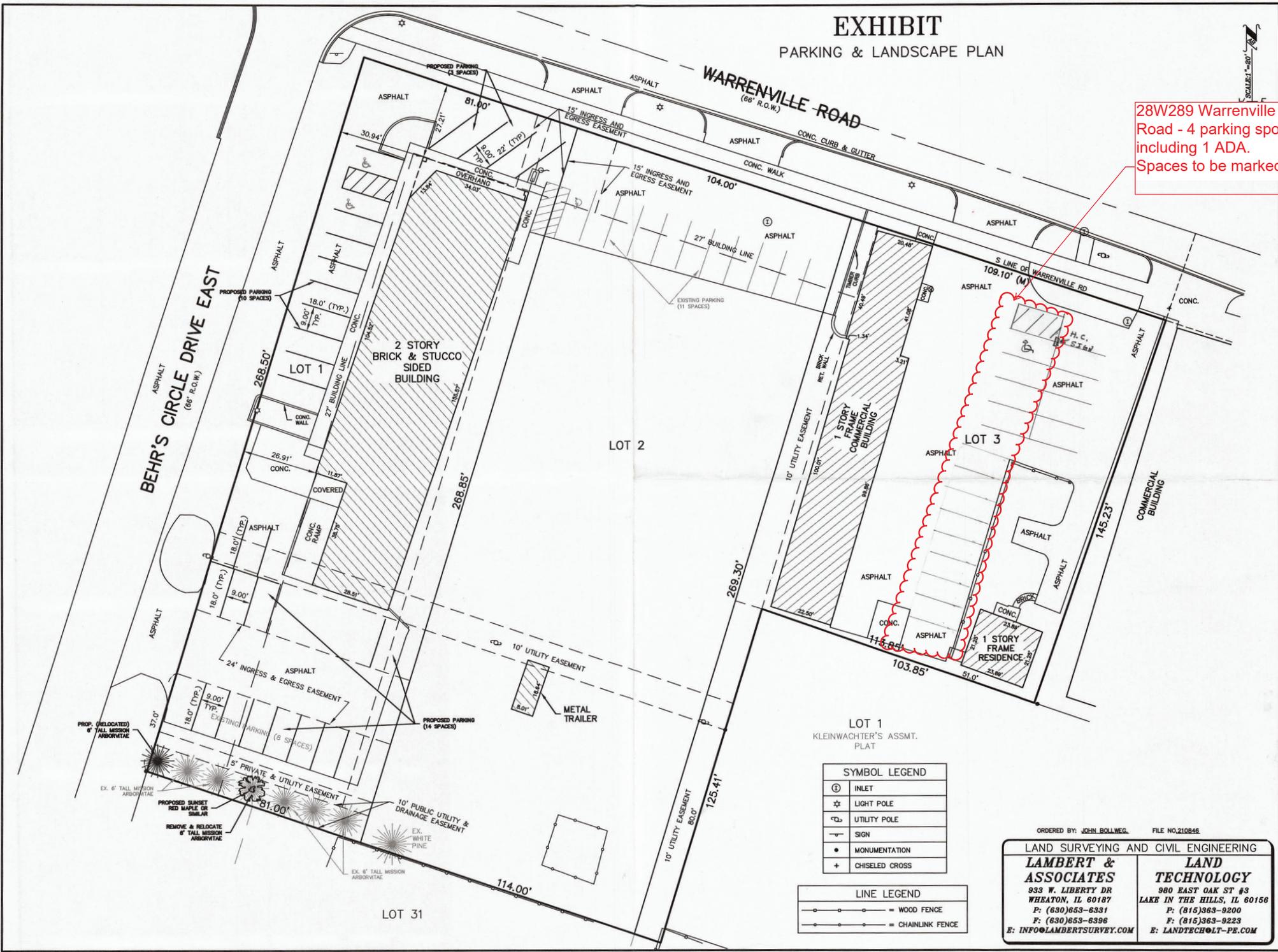
COMMONLY KNOWN AS: 28W289 Warrenville Road

EXHIBIT B
PARKING PLAN

EXHIBIT PARKING & LANDSCAPE PLAN



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



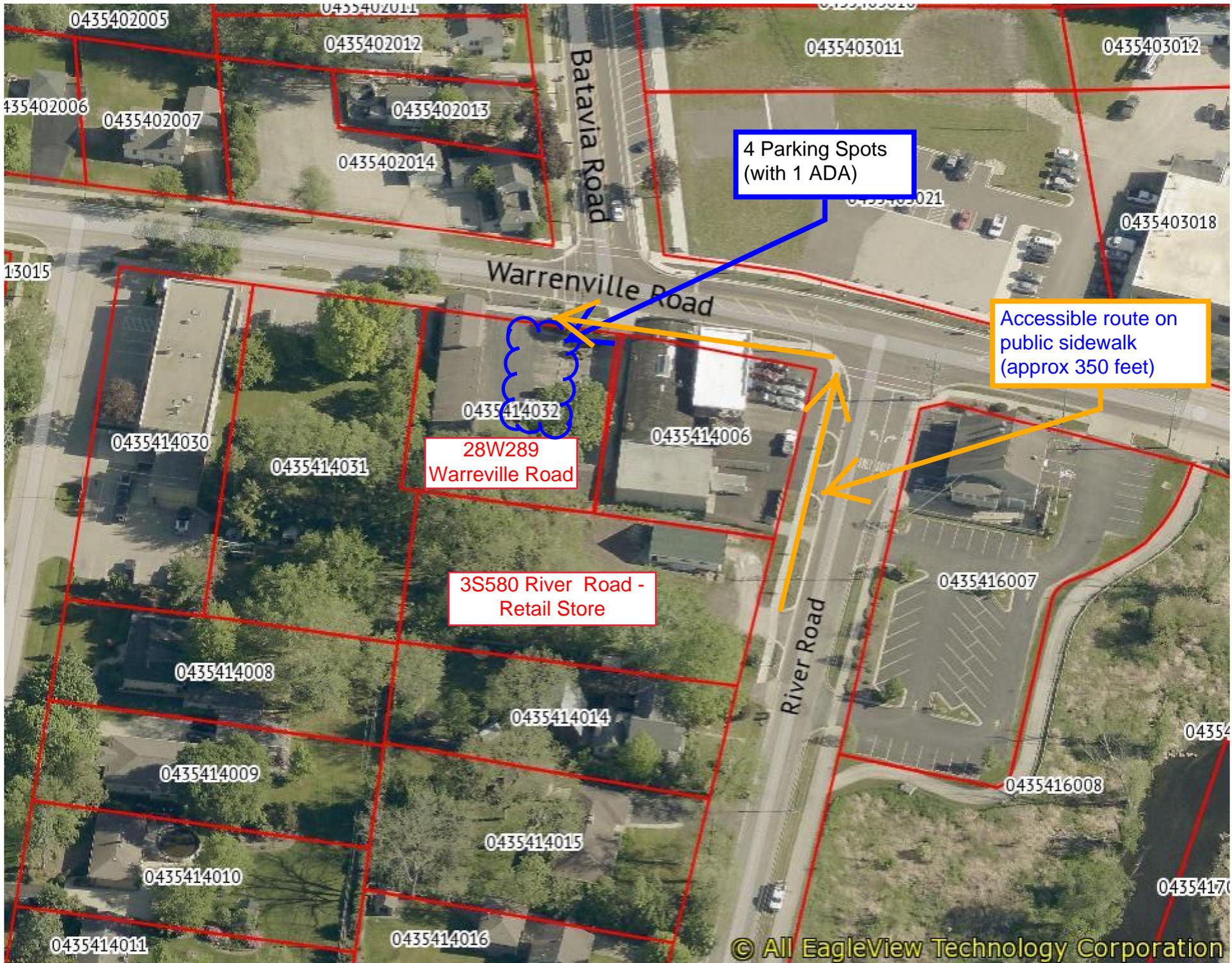
LOT 1
KLEINWACHTER'S ASSMT.
PLAT

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

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

ORDERED BY: JOHN BOLLWEG. FILE NO. 210846

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



4 Parking Spots
(with 1 ADA)

Accessible route on
public sidewalk
(approx 350 feet)

28W289
Warreville Road

3S580 River Road -
Retail Store

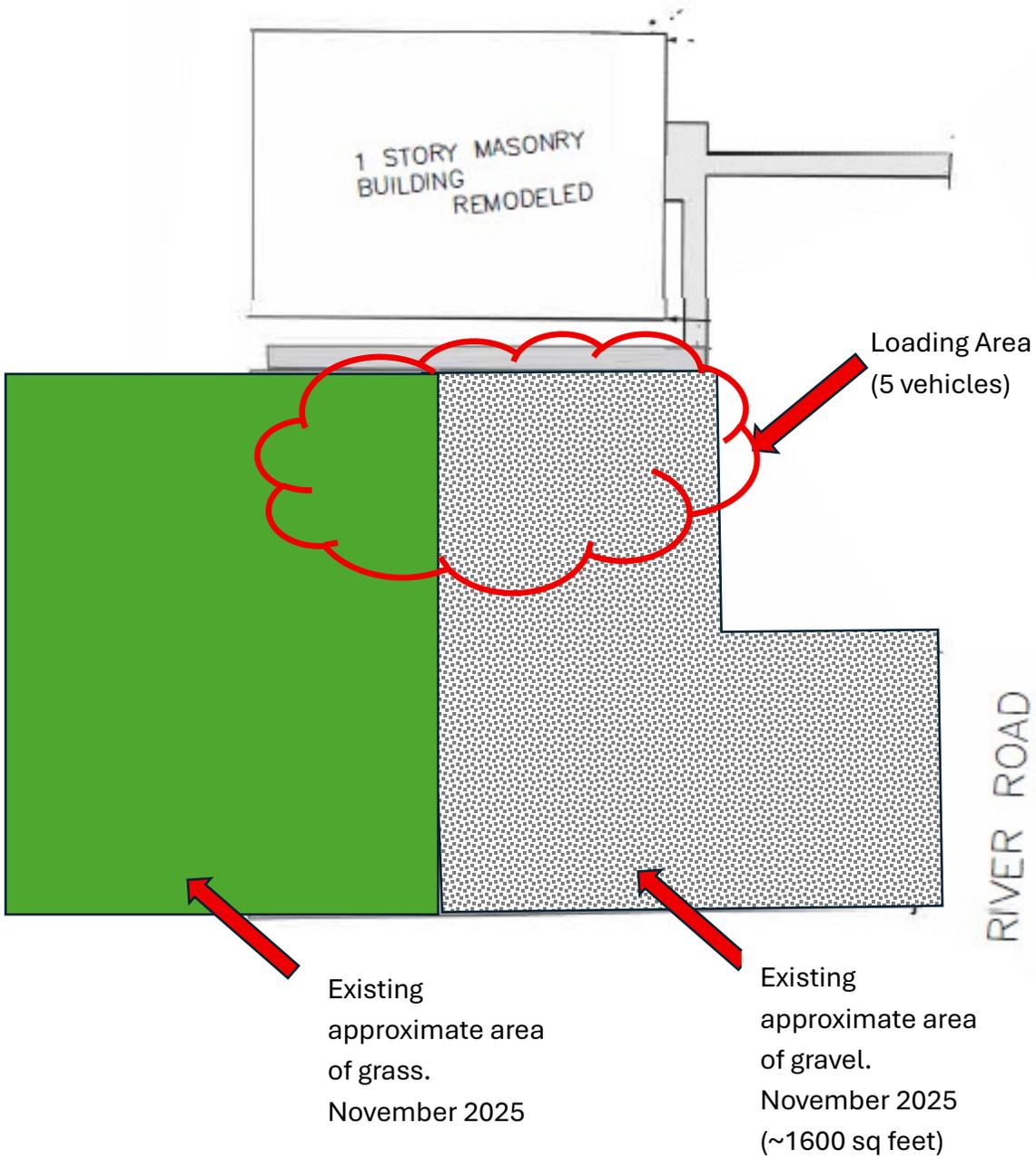


3S580 River Road



EXHIBIT C

LOADING AREA ZONE



RESOLUTION NO. R2026-02

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH ENGINEERING ENTERPRISES, INC. FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO THE REVIEW OF
THE RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN**

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

WHEREAS, the City has identified the need to procure professional consulting services for the review and revision of the City's Risk and Resilience Assessment and Emergency Response Plan, which review and revision is done every five years ("**Services**"); and

WHEREAS, pursuant to the City's Qualification Based Selection (QBS) Process, City staff requested a proposal for the Services from Engineering Enterprises, Inc. ("**Consultant**") because Consultant provided construction engineering services for the City in the past to the City's satisfaction; and

WHEREAS, Consultant submitted a proposal to perform the Services ("**Proposal**") in the amount of \$42,602.00 as provided in the Proposal; and

WHEREAS, the City desires to enter into a professional services agreement with Consultant for the performance of the Services ("**Agreement**"); and

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

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

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

SECTION 2: Approval of Agreement. The Agreement with Consultant in the amount of \$42,602.00, is hereby approved in the form attached to this Resolution as **Exhibit A**.

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

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

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2026.

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

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR FIVE YEAR REVIEW AND REVISIONS TO THE CITY'S RISK AND RESILIENCE
ASSESSMENT AND EMERGENCY RESPONSE PLAN**

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 ENTERPRISES, INC.** 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: the five year review and preparation of revisions to the City’s Risk and Resilience Assessment and Emergency Response Plan (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”**), which Scope of Services is comprised of the documents labeled Attachment A, Attachment B, and Attachment C. 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 the Consultants engaged by the City.

H. Compliance with Laws and Grants.

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

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

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$42,602.00 ("**Compensation**"), as outlined in the Cost Proposal, including reimbursable expenses.

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 has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

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

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

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

SECTION 3. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 4. TERM OF AGREEMENT.

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

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

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

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

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

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

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

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

SECTION 6. WARRANTY.

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

SECTION 7. CONSULTANT REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

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

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

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

SECTION 9. DEFAULT.

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

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

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

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

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

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

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Public Works Director
E-mail: pkuchler@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 Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attention: **[PROJECT SUPERVISOR]**
Email: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: William Benson

By: Michele L. Piotrowski

Title: William Benson, Senior Project Engineer I

Its: Michele L. Piotrowski, Vice President

EXHIBIT A
PROPOSAL

**Risk and Resilience Assessment (RRA) / Emergency Response Plan (ERP)
5-Year Review and Revisions
City of Warrenville, IL**

**Professional Services Agreement
Attachment A – Scope of Services**

PHASE 1 – RISK AND RESILIENCE ASSESSMENT (RRA)

1.0 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Determination of RRA Review Team
- Project Kick-Off Meeting Between the City and EEI

2.0 Project Meetings

- Workshop No. 1 – Establish Scope of RRA Revisions/Updates:
 - Review Section 2 of the RRA, covering: asset characterization, threat characterization, preliminary qualitative scoring of threat-asset pairs, and bottom-cutting for final threat scenarios.
 - Review Section 3 of the RRA, covering: consequence analysis, vulnerability analysis, threat likelihood analysis, and risk and resilience analysis.
 - Review Section 4 of the RRA, covering: risk and resilience management and mitigation options and prioritization, and discussing any new scenarios and mitigation options as necessary.
- Workshop No. 2 – Cybersecurity Assessment with City's SCADA contractor:
 - Review existing Utility/City policies regarding cybersecurity.
 - Review cybersecurity priorities established in 2021.
 - Complete Water Cyber Assessment Tool with assistance from City staff and the City's SCADA consultant.
 - Assess desire/need to revise utility cybersecurity policies and procedures.
 - Assess and establish priorities for future improvements.
- Workshop No. 3 – Review Revisions/Updates and Finalize RRA:
 - Discuss the results of Workshops No. 1 and 2 which will have been incorporated into the RRA.

3.0 Revise/Update RRA

- Develop plan to revise (add, delete, modify) elements of the RRA based on workshop outcomes.
- Revise RRA as applicable.
- Submit the draft for review by City staff.
- Incorporate team comments into the final revision.

PHASE 2 – EMERGENCY RESPONSE PLAN (ERP)

4.0 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Determination of ERP Review Team



5.0 Project Meetings

- Workshop No. 1 – Establish Scope of ERP Revisions/Updates:
 - Review ERP Introduction and Sections 1 through 4 for completeness and accuracy, including: utility system information, utility contact information, resilience strategies, emergency plans and procedures, mitigation actions, and detection strategies.
 - Review ERP Appendices for completeness and accuracy.
 - Identify revisions necessary.
 - Identify items needed for any new scenarios and mitigation actions from the revised RRA as necessary.
- Workshop No. 2 – Tabletop Exercise:
 - Organize a tabletop exercise to test the efficacy of the ERP, utilizing City staff only. The primary steps in the tabletop exercise, after participants have been selected and the date/time has been set are:
 - Identify objectives
 - Develop scenario
 - Develop materials
 - Conduct exercise
 - Conduct hot wash
 - Prepare After Action Report and Improvement Plan

6.0 Revise/Update ERP

- Develop plan to revise (add, delete, modify) elements of the ERP based on workshop outcomes.
- Revise ERP as applicable.
- Submit the draft for review by City staff.
- Incorporate team comments into the final revision.

DIRECT EXPENSES

- Mileage
- Printing

EXCLUSIONS

The above scope of services for the RRA/ERP 5-Year Review and Revisions includes the following exclusions:

- Contract with the City's SCADA consultant for the cybersecurity assessment
- Contract with the City's SCADA consultant for the tabletop exercise if desired, depending on the threat scenario selected for the exercise

The above scope for the RRA/ERP 5-Year Review and Revisions summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



**ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
City of Warrenville		WV2502	
PROJECT TITLE		DATE	PREPARED BY
RRA / ERP 5-Year Review and Revisions		12/10/25	NPW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SR. PM	SR. PE II	PE	ADMIN	HOURS	COST
		PERSON	MP	GH	NPW	JRN	DRA		
		RATE	\$251	\$243	\$208	\$175	\$72		
PHASE 1: Review and Revise Risk and Resilience Assessment									
1a	Phase 1 Project Administration		1	4	2			7	\$ 1,639
1b	RRA/ERP Review/Update Kickoff Meeting		1	1	2	3		7	\$ 1,435
2a	Establish Scope of RRA Revisions/Updates - Workshop #1			2	8	10		20	\$ 3,900
2b	Cybersecurity Assessment - Workshop #2			2	4	4		10	\$ 2,018
2c	Review Revisions/Updates and Finalize RRA - Workshop #3			2	8	10		20	\$ 3,900
3	Revise/Update RRA			1	16	30		47	\$ 8,821
	Subtotal Phase 1		2	12	40	57	-	111	\$ 21,713
PHASE 2: Review and Revise Emergency Response Plan									
4	Phase 2 Project Administration		1	4	2			7	\$ 1,639
5a	Establish Scope of ERP Revisions/Updates - Workshop #1			2	8	10		20	\$ 3,900
5b	Water Staff Tabletop Exercise - Workshop #2			16	6	6		28	\$ 6,186
6	Revise/Update ERP			2	16	30		48	\$ 9,064
	Subtotal Phase 2		1	24	32	46	-	103	\$ 20,789
PROJECT TOTAL:			3	36	72	103	-	214	42,502

EEL STAFF

MP Michele Piotrowski, PE
 GH Gary Holm, PE
 NPW Natasha P. Woodlock, PE
 JRN Jeniece R. Neville
 DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning =	\$	50
Mileage =	\$	50
	\$	-
DIRECT EXPENSES =	\$	100

LABOR SUMMARY

TOTAL LABOR EXPENSES	\$	42,502
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TOTAL COSTS	\$	42,602
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ATTACHMENT C - ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
City of Warrenville		WV2502	
PROJECT TITLE		DATE	PREPARED BY
RRA / ERP 5-Year Review and Revisions		12/10/25	NPW

TASK NO.	TASK DESCRIPTION	Week of:	2026												
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
			PHASE 1: Review and Revise Risk and Resilience Assessment												
1	Phase 1 Administration / Kick-Off Meeting														
2a	Establish Scope of RRA Revisions/Updates - Workshop #1														
2b	Cybersecurity Assessment - Workshop #2														
2c	Review Revisions/Updates and Finalize RRA - Workshop #3														
3	Revise/Update RRA														
PHASE 2: Review and Revise Emergency Response Plan															
4	Phase 2 Administration														
5a	Establish Scope of ERP Revisions/Updates - Workshop #1														
5b	Water Staff Tabletop Exercise - Workshop #2														
6	Revise/Update ERP														





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

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 Public
Works Director

Signature
Name (Printed or Typed)

_____, 20____
Date

_____, 20____
Date

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

Signature
City Administrator

_____, 20____
Date

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

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

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

RESOLUTION NO. R2026-03**A RESOLUTION APPROVING CERTAIN MINUTES
OF CERTAIN CLOSED MEETINGS OF THE CITY COUNCIL FOR RELEASE**

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

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("**Act**"), the City has maintained audiotaped verbatim recordings, and has approved written minutes, of meetings of the City Council that were closed to the public pursuant to the Act ("**Closed Meetings**"); and

WHEREAS, pursuant to Section 2.06(d) of the Act, the City Council has conducted a review of the written minutes of certain Closed Meetings; and

WHEREAS, pursuant to Section 2.06 of the Act, the Mayor and the City Council have determined that: (i) a need for confidentiality no longer exists as to the written minutes of the Closed Meetings, or parts thereof, described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Minutes Approved for Release**") and that such minutes may be made available for public inspection;

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: Determination of Confidentiality of Closed Meeting Minutes. The Mayor and the City Council have determined that a need for confidentiality still exists as to the written minutes of all Closed Meetings, or parts thereof, other than the Minutes Approved for Release and minutes of Closed Meetings previously made available for public inspection by the City Council.

SECTION 3: Public Inspection of Minutes Approved for Release. The Mayor and the City Council authorize public inspection under applicable law, including the Act and the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, of the Minutes Approved for Release listed on Exhibit A.

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

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2026.

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

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

MINUTES APPROVED FOR RELEASE

<u>Date</u>	<u>Exception</u>	<u>Subject</u>
3/11/2002	5 ILCS 120/2(c)(1)	Personnel
4/1/2002	5 ILCS 120/2(c)(1)	Personnel
4/1/2002	5 ILCS 120/2(c)(11)	Pending Litigation
5/20/2002	5 ILCS 120/2(c)(1)	Personnel
11/23/2003	5 ILCS 120/2(c)(11)	Pending Litigation
1/5/2004	5 ILCS 120/2(c)(11)	Pending Litigation
11/3/2006	5 ILCS 120/2(c)(5)	Purchase or Lease of Real Property
04/02/2007	5 ILCS 120/2(c)(1)	Personnel
09/04/2007	5 ILCS 120/2(c)(7)	Setting of Price For Sale or Lease of Property
02/19/2008	5 ILCS 120/2(c)(5)	Purchase or Lease of Real Property
06/16/2008	5 ILCS 120/2(c)(5)	Purchase or Lease of Real Property
03/19/2012	5 ILCS 120/2(c)(2)	Collective Negotiating Matters
03/18/2019	5 ILCS 120/2(c)(1)	Personnel
04/01/2019	5 ILCS 120/2(c)(2)	Collective Negotiating Matters #1
04/01/2019	5 ILCS 120/2(c)(2)	Collective Negotiating Matters #2
03/2/2020	5 ILCS 120/2(c)(2)	Collective Negotiating Matters
01/17/2022	5 ILCS 120/2(c) (1)	Personnel
04/04/2022	5 ILCS 120/2(c) (1)	Personnel
11/07/2022	5 ILCS 120/2(c) (1)	Personnel
11/07/2022 ⁵	ILCS 120/2(c)(21)	Semiannual review of minutes
07/01/2024	5 ILCS 120/2(c)(7)	Setting of Price For Sale or Lease of Property #2
07/01/2024	5 ILCS 120/2(c)(7)	Setting of Price For Sale or Lease of Property #3
02/03/2025	5 ILCS 120/2(c)(21)	Semiannual review of minutes

From: noreply@civicplus.com
To: Dawn Grivetti; Andrew Johnson; David Romero
Subject: Online Form Submission #8843 for Volunteer Application
Date: Thursday, December 18, 2025 8:37:04 AM

Volunteer Application

First Name	David Koldoff
Last Name	David Koldoff
Address1	[REDACTED]
Address2	<i>Field not completed.</i>
City	Warrenville
State	Illinois
Zip	60555
Home Phone Number	[REDACTED]
Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
I want to volunteer for...	Environmental Advisory Commission
Please describe your interest in volunteering for the City of Warrenville.	<p>I have a 30-year background consulting on environmental projects throughout DuPage County and Warrenville and would be honored to serve Warrenville again by joining the EAC. I have a solid background with native plant communities; gardening; erosion control; best management practices; and stormwater management design. I served as an environmental scientist/consultant to the City for 10 years helping to administer the DuPage County Stormwater & Floodplain Ordinance.</p> <p>The EAC would give me an opportunity to give back to my community.</p>
Upload Professional Resume	David Koldoff MASTER.docx

(Section Break)

Disclaimer

Submission of this application is not a guarantee of appointment to any Board or Commission. Appointment must be made in accordance with the City Code and



David Koldoff, CPESC, Arborist, CWS

Sr. Ecologist

Gewalt Hamilton Associates, Inc.

Direct: 224.352.2814

DKoldoff@GHA-Engineers.com

Education

Bachelor of Science,
Environmental Biology,
Eastern Illinois University,
1993

Professional Registration

ISA-Certified Arborist

Certified Wetland
Specialist (CWS)

Certified Professional in
Erosion and Sediment
Control (CPESC)

Qualified Wetland
Review Specialist
(QWRS, Kane Co)



Experience

David Koldoff has 30 years of experience as an ecologist in the transportation, landscape, and environmental fields. He has managed more than 1,200 projects involving stormwater management, natural resources, wetlands, landscape restoration, and permitting through local and federal agencies (IDNR, IEPA, IDOT, IHPA, NRCS, SWCD, & ACOE). He has expertise in biological assessments, wetland mitigation, habitat restoration, Best Management Practices, streambank stabilization, and erosion control. He is an ISA-certified Arborist; a Certified Wetland Specialist (CWS); and a Certified Professional in Erosion & Sediment Control (CPESC). He has represented both the public and private sectors including numerous private property owners, nine municipalities, five park districts, four County highway departments, and the Illinois Tollway GEC, as an environmental lead and design manager. Mr. Koldoff joined Gewalt Hamilton Associates, Inc. (GHA) in 2025.

Illinois Tollway GEC Environmental Lead, 2019-2022 (contract)

Served as Design, Construction, & MS4 lead manager. Primarily responsible for MS4 permit compliance documentation, stormwater drainage design reviews and inspections, sediment and erosion design reviews and inspections, and landscape design reviews and inspections. Tasks also involved facility SWPPP inspections, surety inspections, preparation of design specifications and manuals, intern training (illicit discharge screening, plant ID), and training of maintenance facility managers (drainage and landscape). Representative projects include Landscape Master Plan, 58,000 Tree Initiative, Mile-long Bridge, Maintenance Facility Construction, and Spring Brook Mitigation site.

County and Municipal Review Services, 2002-2018

Project Manager. SWPPP, landscape, wetland, and special Management Area review services for Illinois Municipalities including DuPage County (DOT, EDP, PW, Stormwater Department), Elmhurst, Hinsdale, Lisle, Lockport, Batavia, Warrenville, Western Springs, and Woodridge. Responsibilities included assistance reviewing special management areas, SWPPP's and landscape plans, tree inventories and preservation plans, mitigation designs and inspections, project cost estimates, contractor bidding, and grant procurement.

Arboretum Woods Path and Pond Restoration, Lisle, IL

Project Manager. Completed Park planting plans, wetland and buffer delineations, SWPPP documents, grant, and permit applications, bid

documents, contractor oversight, and site inspections, for trail and pond reconstruction.

High Speed Rail, Chicago to St. Louis, IL, IDOT

Project Ecologist. Conducted field investigations for water resources and wetlands in areas of proposed project impact along a 280-mile-long corridor. Developed affected environmental consequences text on fish and aquatic resources for four alternatives for project Environmental Impact Statement (EIS).

County Mitigation Site Inspections, County of DuPage, 1998-2009

Consulting Project Manager. Responsible for annual regulatory oversight of 50+ county-wide wetland mitigation projects. Performed sediment and erosion control inspections and vegetation inventories and provided recommendations for achieving project compliance.

Naperville River Walk Phase I renovation, City of Naperville, IL

Project Arborist. Responsible for tree impact assessments resulting from proposed Riverwalk and Amphitheater renovation, including bulkhead wall, and retaining wall removal along the City of Naperville's downtown Riverwalk.

Wetland & Wildlife Services, Forest Preserve District of DuPage County, 1995-2005

Project Manager and Consultant to FPDDC. Responsible for evaluation of wildlife habitat, floristic quality, threatened/endangered species, and water resources. Projects: Springbrook Prairie Regional Trail, Springbrook Prairie, Wetland Bank, Deep Quarry Lake Fishery Improvements, Herrick Lake Pedestrian Pathway, Blackwell Facility Expansion, McDowell Woods Pedestrian Trail, Pratt Wayne Woods/Brewster Creek Wetland Initiative, Danada Visitor Garden, Danada Headquarters Visitor Center, Danda Wetland Bank, and Hidden Lake Parking & Pedestrian Trail.

Cantera Industrial Park, Warrenville, IL, 1995-2005

Project Manager. Participated in the development and implementation of a comprehensive erosion and sediment control program. Supervised staff for three-season monitoring of waterfowl in 40-ac wetland complex. Completed fish stocking program and monitored vegetation establishment. Prepared reports and facilitated County and ACOE approvals.

Cantigny Park Re-development, Cantigny Foundation, Wheaton, IL (various projects)

Project Manager. Completed tree inventories, wetland studies, sediment and erosion control inspections, and floristic quality analysis of mitigation sites for several separate redevelopment projects.

Enbridge Pipelines, Warrenville, IL

Project Manager (Consultant to Warrenville). Responsible for regulatory oversight including wetland verifications, stormwater application reviews, sediment and erosion control plan reviews and inspections, site restoration, and mitigation area reviews for multiple pipeline projects.

Route 62 Spring Brook Forest Preserve

Wetland delineation and survey of potential habitat for Hines Emerald dragonfly on a 350-acre forest preserve site, owned by the Cook County Forest Preserve District.

CN Railroad bridge replacement, Freeport, IL

Project manager responsible for wetland and wildlife (flora and fauna) studies for bridge replacement work.

DuPage Water Commission WaterLink Project (Montgomery, Oswego, Yorkville)

Project manager responsible for evaluations of T&E species habitat along a proposed 30-mile pipeline extension corridor in close proximity to critical habitats.

Botany Pond, University of Chicago

Project manager for aquatic ecology (flora and fauna preservation and plant restoration) for historic pond designed in 1902 by the Olmsted Brothers. David prepared site plans and specifications for ecological restoration; provided guidance and oversight on wildlife preservation, tree canopy thinning and herbivore control; and, assisted with the contractor selection process.



INVOICE REGISTER FOR CITY OF WARRENVILLE
 EXP CHECK RUN DATES 01/07/2026 - 01/07/2026
 POSTED PAID
 BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

IV. G.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
2002 0000020822	ALPACAKE ARTISAN BAKERY EMPLOYEE HOLIDAY LUNCH-EMPANADAS (80) 001-200-201-48710	01/07/2026 dherrera EMPLOYEE HOLIDAY LUNCH-EMPANADAS (80)	01/07/2026	95.80 95.80	0.00	Paid	Y 01/07/2026
23968 0000020730	CITY OF NAPERVILLE WASTE WATER - CANTERA NOV-25 020-700-706-45420	12/22/2025 dherrera WASTE WATER - CANTERA NOV-25	01/07/2026	13,945.84 13,945.84	0.00	Paid	Y 01/05/2026
23969 0000020731	CITY OF NAPERVILLE WASTE WATER - FERRY RD NOV-25 020-700-706-45420	12/22/2025 dherrera WASTE WATER - FERRY RD NOV-25	01/07/2026	68,216.22 68,216.22	0.00	Paid	Y 01/05/2026
2822 0000020805	CLARK BAIRD SMITH,LLP LEGAL - LABOR RELATIONS/PERSONNEL 001-250-251-45103	10/30/2025 dherrera LEGAL - LABOR RELATIONS	01/07/2026	172.50 172.50	0.00	Paid	Y 01/06/2026
010726 0000020725	CLERK OF THE CIRCUIT COURT - KENDAL ANNUAL FEE-CASE# 16D83 001-000-000-20200	12/29/2025 dherrera ANNUAL FEE-CASE# 16D83	01/07/2026	36.00 36.00	0.00	Paid	Y 01/05/2026
010726 0000020726	CLERK OF THE CIRCUIT COURT OF KANE ANNUAL FEE-CASE# 21D196 001-000-000-20200	12/29/2025 dherrera ANNUAL FEE-CASE# 21D196	01/07/2026	36.00 36.00	0.00	Paid	Y 01/05/2026
DEC25AE 0000020735	COM ED ELEC/4S740 WEST ST 020-700-704-43800	12/17/2025 dherrera ELEC/4S740 WEST ST	01/07/2026	103.44 103.44	0.00	Paid	Y 01/05/2026
DEC25AH 0000020736	COM ED ELEC/28W523 RIVERVIEW DR 020-700-706-43800	12/15/2025 dherrera ELEC/28W523 RIVERVIEW DR	01/07/2026	45.78 45.78	0.00	Paid	Y 01/05/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE
 EXP CHECK RUN DATES 01/07/2026 - 01/07/2026
 POSTED PAID
 BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
DEC25AJ 0000020737	COM ED ELEC/3S665 BREME LIFT 020-700-704-43800	12/15/2025 dherrera ELEC/3S665 BREME LIFT	01/07/2026	132.52 132.52	0.00	Paid	Y 01/05/2026
DEC25B 0000020738	COM ED ELEC/3S331 WILLIAMS RD 013-700-709-44020	12/15/2025 dherrera ELEC/3S331 WILLIAMS RD	01/07/2026	85.04 85.04	0.00	Paid	Y 01/05/2026
DEC25B2 0000020739	COM ED ELEC/4S129 WARREN AVE 001-700-701-43800	12/15/2025 dherrera ELEC/4S129 WARREN AVE	01/07/2026	282.95 282.95	0.00	Paid	Y 01/05/2026
DEC25F 0000020740	COM ED ELEC/2S522 COUNTRY RIDGE DR 020-700-704-43800	12/15/2025 dherrera ELEC/2S522 COUNTRY RIDGE DR	01/07/2026	1,514.65 1,514.65	0.00	Paid	Y 01/05/2026
DEC25G 0000020741	COM ED ELEC/1S681 ESSEX LN 020-700-706-43800	12/16/2025 dherrera ELEC/1S681 ESSEX LN	01/07/2026	274.82 274.82	0.00	Paid	Y 01/05/2026
DEC25H 0000020742	COM ED ELEC/3S128 GLEN LIFT 020-700-706-43800	12/15/2025 dherrera ELEC/3S128 GLEN LIFT	01/07/2026	42.52 42.52	0.00	Paid	Y 01/05/2026
DEC25M 0000020743	COM ED ELEC/CERNY PARK 001-700-702-43800	12/15/2025 dherrera ELEC/CERNY PARK	01/07/2026	243.32 243.32	0.00	Paid	Y 01/05/2026
DEC25N 0000020744	COM ED ELEC/29W440 RIVERSIDE PKWY 020-700-706-43800	12/15/2025 dherrera ELEC/29W440 RIVERSIDE PKWY	01/07/2026	40.45 40.45	0.00	Paid	Y 01/05/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE
 EXP CHECK RUN DATES 01/07/2026 - 01/07/2026
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 BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
DEC250 0000020745	COM ED ELEC/2S603 WILLIAMS LIFT 020-700-706-43800	12/15/2025 dherrera ELEC/2S603 WILLIAMS LIFT	01/07/2026	65.79 65.79	0.00	Paid	Y 01/05/2026
DEC25P 0000020746	COM ED ELEC/2S535 RIVER OAKS 020-700-706-43800	12/15/2025 dherrera ELEC/2S535 RIVER OAKS	01/07/2026	65.83 65.83	0.00	Paid	Y 01/05/2026
DEC25R 0000020747	COM ED ELEC/29W336 JOHN BARDEEN DR 020-700-706-43800	12/15/2025 dherrera ELEC/29W336 JOHN BARDEEN DR	01/07/2026	182.00 182.00	0.00	Paid	Y 01/05/2026
DEC25S 0000020748	COM ED ELEC/3S6325 WARREN AVE 020-700-706-43800	12/15/2025 dherrera ELEC/3S6325 WARREN AVE	01/07/2026	118.72 118.72	0.00	Paid	Y 01/05/2026
DEC25T 0000020749	COM ED ELEC/28W602 RAY ST 020-700-706-43800	12/15/2025 dherrera ELEC/28W602 RAY ST	01/07/2026	127.75 127.75	0.00	Paid	Y 01/05/2026
DEC25A 0000020750	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/23/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	147.63 147.63	0.00	Paid	Y 01/05/2026
DEC25AA 0000020751	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/16/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	26.89 26.89	0.00	Paid	Y 01/05/2026
DEC25AB 0000020752	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/15/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	93.44 93.44	0.00	Paid	Y 01/05/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
DEC25AF 0000020753	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/16/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	15.46 15.46	0.00	Paid	Y 01/05/2026
DEC25AG 0000020754	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/15/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	40.02 40.02	0.00	Paid	Y 01/05/2026
DEC25I 0000020755	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/15/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	90.89 90.89	0.00	Paid	Y 01/05/2026
DEC25K 0000020756	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/15/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	12.73 12.73	0.00	Paid	Y 01/05/2026
DEC25U 0000020757	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/16/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	85.95 85.95	0.00	Paid	Y 01/05/2026
DEC25V 0000020758	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/16/2026 dherrera ELEC/STREET LIGHTS	01/07/2026	120.92 120.92	0.00	Paid	Y 01/05/2026
DEC25W 0000020759	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/15/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	240.92 240.92	0.00	Paid	Y 01/05/2026
DEC25Y 0000020760	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/15/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	38.04 38.04	0.00	Paid	Y 01/05/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

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BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
DEC25Z 0000020761	COM ED ELEC/STREET LIGHTS 013-700-709-44020	12/16/2025 dherrera ELEC/STREET LIGHTS	01/07/2026	60.96 60.96	0.00	Paid	Y 01/05/2026
DEC25 0000020732	COMCAST SERV/CITY HALL 001-350-351-43400	12/23/2025 dherrera SERV/CITY HALL	01/07/2026	21.09 21.09	0.00	Paid	Y 01/05/2026
DEC25C 0000020733	COMCAST SERV/PUBLIC WORKS 001-350-351-43400	12/20/2025 dherrera SERV/PUBLIC WORKS	01/07/2026	121.99 121.99	0.00	Paid	Y 01/05/2026
DEC25-1 0000020762	CONSTELLATION NEW ENERGY INC. ELEC/30W150 BATAVIA 020-700-706-43800	12/16/2025 dherrera ELEC/30W150 BATAVIA	01/07/2026	2,257.00 2,257.00	0.00	Paid	Y 01/05/2026
DEC25-2 0000020763	CONSTELLATION NEW ENERGY INC. ELEC/27W601 WARRENVILLE RD 020-700-704-43800	12/16/2025 dherrera ELEC/27W601 WARRENVILLE RD	01/07/2026	1,708.69 1,708.69	0.00	Paid	Y 01/05/2026
DEC25-3 0000020764	CONSTELLATION NEW ENERGY INC. ELEC/3S000 TIMBER 020-700-704-43800	12/16/2025 dherrera ELEC/3S000 TIMBER	01/07/2026	2,443.60 2,443.60	0.00	Paid	Y 01/05/2026
DEC25-4 0000020765	CONSTELLATION NEW ENERGY INC. ELEC/WELL #11 020-700-704-43800	12/16/2025 dherrera ELEC/WELL #11	01/07/2026	1,436.66 1,436.66	0.00	Paid	Y 01/05/2026
DEC25-5 0000020766	CONSTELLATION NEW ENERGY INC. ELEC/CANTERA 020-700-706-43800	12/18/2025 dherrera ELEC/CANTERA	01/07/2026	587.38 587.38	0.00	Paid	Y 01/05/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/07/2026 - 01/07/2026

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BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
72045877001 0000020817	CONSTELLATION NEW ENERGY INC. ELEC/STREET LIGHTS 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020	12/30/2025 dherrera	01/07/2026	5,042.80 84.68 231.21 4.04 1,044.73 433.03 2,512.23 732.88	0.00	Paid	Y 01/07/2026
12182025 0000020813	COURTYARD BANQUETS EMPLOYEE HOLIDAY LUNCH - CATERING 001-200-201-48710 001-200-201-48710	12/18/2025 dgrivetti	01/07/2026	1,080.00 990.00 90.00	0.00	Paid	Y 01/07/2026
010726 0000020770	DAN BOREL REIMBURSE-MILEAGE/MEALS,ALICE INST CERT, 001-500-501-44400 001-500-501-44400	01/03/2026 dherrera	01/07/2026	98.32 98.32 0.00	0.00	Paid	Y 01/06/2026
40688073 0000020767	DUPAGE CTY RECORDER OF DEEDS LIENS-12/25 R2025-081408 020-700-704-45010 020-700-706-45010	12/17/2025 dherrera	01/07/2026	67.00 33.50 33.50	0.00	Paid	Y 01/05/2026
12614A 0000020724	DUPAGE MAYORS & MANAGERS CONF. DMMC NOVEMBER CONFERENCE BUSINESS MEETIN 001-200-201-44400 001-300-301-44400	12/05/2025 dgrivetti	01/07/2026	90.00 45.00 45.00	0.00	Paid	Y 01/02/2026
01/07/2026 0000020820	EYAD SHUBAK UB refund for account: 0278028347-02 020-000-000-26999	01/07/2026 dherrera	01/07/2026	356.62 356.62	0.00	Paid	Y 01/07/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/07/2026 - 01/07/2026

POSTED PAID

BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
125064 0000020734	HAGG PRESS, INC. NEWSLETTER-01/26 001-200-201-44701	12/30/2025 pkrapf NEWSLETTER-01/26	01/07/2026	1,870.00 1,870.00	0.00	Paid	Y 01/05/2026
010726 0000020773	HAYDEN HESLER REFUND PARKING TICKET 924936501 001-100-000-34500	01/06/2026 dherrera REFUND PARKING TICKET 924936501	01/07/2026	25.00 25.00	0.00	Paid	Y 01/06/2026
010726 0000020727	I.B.E.W. LOCAL UNION NO. 701 IBEW UNION DUES JAN 26 001-000-000-22100	12/29/2025 dherrera IBEW UNION DUES JAN 26	01/07/2026	245.00 245.00	0.00	Paid	Y 01/05/2026
010726 0000020729	JACK MASZKA EMPLOYEE APPRECIATION LUNCHEON 001-200-201-48710	12/22/2025 CANDY & J dherrera EMPLOYEE APPRECIATION LUNCH CANDY & JAR	01/07/2026	47.66 47.66	0.00	Paid	Y 01/05/2026
9010720511 0000020816	KONICA MINOLTA BUSINESS SYSTEM COPIER MAINT-BIZHUB 4050,C224E,C250I 11/ 001-350-351-41100 001-350-351-41100 001-350-351-41100	12/29/2025 dherrera COPIER MAINT-BIZHUB 4050 PW 11/22-12/21 COPIER MAINT-BIZHUB C224E CH 11/22-12/21 COPIER MAINT-BIZHUB C250I PW 11/22-12/21	01/07/2026	219.31 8.30 187.02 23.99	0.00	Paid	Y 01/07/2026
01/07/2026 0000020818	LISA AHLFELD UB refund for account: 0278028327-01 020-000-000-26999	01/07/2026 dherrera WATER	01/07/2026	9.54 9.54	0.00	Paid	Y 01/07/2026
010726 0000020722	MICHUDA CONSTRUCTION INC REFUND BP-2024-0920 BOND 001-000-000-22309	12/30/2025 dherrera REFUND BP-2024-0920 BOND	01/07/2026	200.00 200.00	0.00	Paid	Y 12/30/2025
01/07/2026 0000020819	PATRICIA GOMEZ UB refund for account: 0125107000-12 020-000-000-26999	01/07/2026 dherrera SEWER	01/07/2026	48.99 48.99	0.00	Paid	Y 01/07/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/07/2026 - 01/07/2026

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Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
010726 0000020723	STEVEN LEWIS REFUND BP-2025-1690 BOND 001-000-000-22309	12/30/2025 dherrera	01/07/2026	100.00 100.00	0.00	Paid	Y 12/30/2025
01/07/2026 0000020821	TAIRAN GAO UB refund for account: 0278028325-01 020-000-000-26999	01/07/2026 dherrera	01/07/2026	20.57 20.57	0.00	Paid	Y 01/07/2026
IN3611899 0000020705	TASC FSA FEES (44) 01/01/26-03/31/26 001-350-351-45400	11/17/2025 kdahlstrand	01/07/2026	716.76 716.76	0.00	Paid	Y 12/29/2025
6131210679 0000020768	VERIZON WIRELESS CELL PHONE SERVICE 12/25 001-500-501-43400 001-500-502-43400 001-350-351-43400 001-350-351-43400 020-700-704-43400 001-350-351-43400 001-350-351-43400 001-350-351-43400 001-350-351-43400	12/16/2025 dherrera	01/07/2026	3,987.20 1,880.52 280.87 39.22 304.13 307.34 500.23 310.55 100.27 264.07	0.00	Paid	Y 01/05/2026

# of Invoices:	58	# Due: 0	Totals:	109,602.97	0.00
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				109,602.97	0.00

--- TOTALS BY FUND ---

001 GENERAL	9,381.56	0.00
013 MOTOR FUEL TAX	6,101.69	0.00
020 WATER/SEWER	94,119.72	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000-000 ASSETS & LIABILITIES - ALL	1,052.72	0.00
100-000 REVENUES - ALL FUNDS	25.00	0.00
200-201 ELECTED OFFICIALS	3,138.46	0.00

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/07/2026 - 01/07/2026

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BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	250-251 LEGAL			172.50	0.00		
	300-301 ADMINISTRATION			45.00	0.00		
	350-351 CENTRAL SERVICES			2,597.62	0.00		
	500-501 POLICE			1,978.84	0.00		
	500-502 E.M.A.			280.87	0.00		
	700-701 STREETS			282.95	0.00		
	700-702 PARKS & RECREATION			243.32	0.00		
	700-704 WATER - O & M			7,680.40	0.00		
	700-706 SEWER - O & M			86,003.60	0.00		
	700-709 MOTOR FUEL TAX FUND - EXPEN			6,101.69	0.00		

CITY OF WARRENVILLE
DETAIL COUNCIL REPORT
 INVOICES DUE ON/BEFORE 02/02/2026

IV. H.

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001209		ABC AUTOMOTIVE ELECTRONICS				\$499.00
11/7/2025	C 251681	SQUAD 217, REPLACE BROKEN CODE 3 OPTICOM, 11/7/25	2/2/2026	2026-01087	\$499.00	
001-500-501-41100		MAINTENANCE - EQUIPMENT		SQUAD 217, REPLACE BROKEN CODE 3 OPTICOM	\$499.00	
001257		ALPHAGRAPHICS WHEATON				\$25.00
11/13/2025	183816	PRINTING SET UP FEE	2/2/2026	2026-01057	\$25.00	
001-500-501-44700		PRINTING/PUBLISHING		PRINTING SET UP FEE	\$25.00	
001285		AQUA BACKFLOW, INC.				\$5,052.00
1/7/2026	2026-0033	IEPA REQUIRED BACKFLOW SURVEY	2/2/2026	2026-01096	\$5,052.00	
020-700-704-45400		OTHER PROFESSIONAL SERVICES		IEPA REQUIRED BACKFLOW SURVEY	\$2,526.00	
020-700-706-45400		OTHER PROFESSIONAL SERVICES		IEPA REQUIRED BACKFLOW SURVEY	\$2,526.00	
001331		AXON ENTERPRISE, INC.				\$2,718.84
1/1/2026	INUS410460	SQUAD 218 FLEET 3 IN-CAR CAMERA REPLACEMENT, ANNUAL CONTRACT	2/2/2026	2026-01058	\$2,718.84	
001-350-351-49500		EQUIPMENT PURCHASE		SQUAD 218 FLEET 3 IN-CAR CAMERA CONTRACT	\$2,718.84	

CITY OF WARRENVILLE

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VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
001417		BRAVO SERVICES INC			\$6,030.00
12/4/2025	0000497	CLEANING SERVICES-12/25	2/2/2026	2026-00948	\$6,030.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES-12/25		\$850.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES-12/25		\$1,200.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES-12/25		\$1,750.00
001-700-702-48800		ALBRIGHT EXPENSES	CLEANING SERVICES-12/25		\$225.00
001-700-702-41000		MAINTENANCE - BUILDING	CLEANING SERVICES-12/25		\$475.00
001-700-702-46700		VETERANS MEMORIAL	CLEANING SERVICES-12/25		\$675.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES-12/25		\$855.00
001430		BS& A SOFTWARE LLC			\$5,224.07
1/12/2026	165988	INTEGRATED PAYMENTS ABSORBED FEES-12/25	2/2/2026		\$5,224.07
001-400-401-42950		CREDIT CARD FEES	INTEGRATED PAYMENTS ABSORBED FEES-12/25		\$5,224.07
001390		CHECK POINT PRESS, INC.			\$1,291.00
8/5/2025	47998	POLICE ONLINE RECRUITMENT MARKETING 8/5/25-9/12/25	2/2/2026		\$447.00
001-300-301-45450		RECRUITMENT EXPENSES	POLICE ONLINE RECRUITMENT MARKETING		\$447.00
10/10/2025	48221	POLICE ONLINE RECRUITMENT MARKETING 10/10/25-11/30/25	2/2/2026		\$447.00
001-300-301-45450		RECRUITMENT EXPENSES	POLICE ONLINE RECRUITMENT MARKETING		\$447.00
10/10/2025	48222	POLICE ONLINE RECRUITMENT MARKETING 10/10/25-11/30/25	2/2/2026		\$397.00
001-300-301-45450		RECRUITMENT EXPENSES	POLICE ONLINE RECRUITMENT MARKETING		\$397.00

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001484		CHRISTINE CHARKEWYCZ			\$1,480.00	
12/1/2025	126	CITY PROSECUTOR SERVICES, NOV 2025	2/2/2026	2026-01053	\$1,480.00	
001-250-251-45101		LEGAL - CITY PROSECUTOR		CITY PROSECUTOR SERVICES, NOV 2025	\$1,480.00	
001524		CINTAS CORPORATION NO. 2			\$4,727.99	
12/15/2025	0F94773077	FIRE EXTINGUISHER INSP ANNL-PW	2/2/2026		\$3,425.03	
001-700-703-41000		MAINTENANCE - BUILDING		FIRE EXTINGUISHER INSP ANNL-PW	\$3,425.03	
12/15/2025	0F94773080	FIRE EXTINGUISHER INSP ANNL-ALBRIGHT	2/2/2026	2026-01022	\$1,302.96	
001-700-702-48800		ALBRIGHT EXPENSES		FIRE EXTINGUISHER INSP ANNL-ALBRIGHT	\$1,302.96	
001543		CLARK BAIRD SMITH,LLP			\$2,236.25	
12/31/2025	3117	LEGAL - LABOR FEES NOV & DEC 2025	2/2/2026		\$2,236.25	
001-250-251-45103		LEGAL - LABOR RELATIONS		LEGAL - LABOR FEES NOV & DEC 2025	\$2,236.25	
010317		CLEANEARTH			\$1,032.45	
12/19/2025	74304429306	PRESCRIPTION MEDICATION RECYCLING SERVICE, 11/20/25	2/2/2026	2026-01086	\$1,032.45	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		PRESCRIPTION MED RECYCLING SRVC, 112025	\$1,032.45	

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001572		COLLEGE OF DUPAGE				\$2,508.00
12/17/2025	008028258	QUALIFICATIONS, FACILITY/RANGE USE/AMMO @HSTI	2/2/2026	2026-01059	\$2,508.00	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		QUALIFICATIONS, FACILITY/RANGE USE/AMMO	\$600.00	
001-500-501-47210		AMMUNITION & SUPPLIES		QUALIFICATIONS, FACILITY/RANGE USE/AMMO	\$1,908.00	
010717		COMMUNITY UNIT SCHOOL DIST 200				\$58,657.50
12/29/2025	122925	REFUND DEPOSIT IN LIEU BP-2024-0918	2/2/2026		\$58,657.50	
001-000-000-22315		DEPOSITS - IN LIEU OF L.O.C.		REFUND DEPOSIT IN LIEU BP-2024-0918	\$58,657.50	
001588		CONRAD POLYGRAPH, INC.				\$225.00
12/24/2025	6872	POLICE CANDIDATE POLYGRAPH EXAM, 12/05/25	2/2/2026	2026-01060	\$225.00	
001-500-504-45800		TESTING		POLICE CANDIDATE POLYGRAPH EXAM 12/05/25	\$225.00	
001628		CULTIVATE GEOSPATIAL SOLUTIONS				\$10,000.00
1/6/2026	WARRENVILLEGIS_24	FY26 GIS MANAGEMENT SERVICE CONTRACT - RESOLUTION ON 6/17/25 CI	2/2/2026	2026-00160	\$10,000.00	
001-700-701-45400		OTHER PROFESSIONAL SERVICES		GIS MANAGEMENT SERVICES	\$5,000.00	
001-600-601-45400		OTHER PROFESSIONAL SERVICES		GIS MANAGEMENT SERVICES	\$2,500.00	
020-700-704-45400		OTHER PROFESSIONAL SERVICES		GIS MANAGEMENT SERVICES	\$1,250.00	
020-700-706-45400		OTHER PROFESSIONAL SERVICES		GIS MANAGEMENT SERVICES	\$1,250.00	

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VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001702		DOUG CARTLAND, INC.			\$12,800.00	
1/6/2026	2603	EXECUTIVE COACHING FOR DIRECTOR, ASSET MANAGEMENT ANALYST, S	2/2/2026	2026-01088	\$12,800.00	
001-700-701-44400		TRAVEL, TRAINING & MEETINGS		STREET DIVISION COACHING	\$6,400.00	
020-700-704-44400		TRAVEL, TRAINING & MEETINGS		UTILITY DIVISION COACHING	\$3,200.00	
020-700-706-44400		TRAVEL, TRAINING & MEETINGS		UTILITY DIVISION COACHING	\$3,200.00	
001714		DUPAGE COUNTY ANIMAL SERVICES			\$135.00	
12/2/2025	31337	WRPC25001994, FOUND KITTEN TO DCAS	2/2/2026	2026-01061	\$135.00	
001-500-501-42900		ANIMAL CONTROL		WRPC25001994, FOUND KITTEN TO DCAS	\$135.00	
001791		ENGINEERING ENTERPRISES, INC.			\$32,101.50	
12/19/2025	85630	TIF 4 - WELL 13 WATER TREATMENT PLANT	2/2/2026	2026-01044	\$32,101.50	
104-100-150-45300		ENGINEERING		TIF 4 - WELL 13 WATER TREATMENT PLANT RE	\$32,101.50	
104-100-150-45300		ENGINEERING		SERVICES THRU 11/20/25	\$0.00	
001796		ENTERSECT			\$226.91	
10/31/2025	1025EP31268	POLICE DATABASE ONLINE SEARCHES, OCT 2025	2/2/2026	2026-01062	\$108.97	
001-350-351-41103		MAINTENANCE - SOFTWARE		POLICE DATABASE ONLINE SEARCHES OCT 2025	\$108.97	
11/30/2025	1125EP31268	POLICE DATABASE ONLINE SEARCHES, NOV 2025	2/2/2026	2026-01063	\$117.94	
001-350-351-41103		MAINTENANCE - SOFTWARE		POLICE DATABASE ONLINE SEARCHES NOV 2025	\$117.94	

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001847		FIRST RESPONDERS WELLNESS CTR			\$4,625.00	
9/4/2025	27112	OFFICER WELLNESS CHECKS X2, AUG 2025	2/2/2026	2026-01064	\$370.00	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		OFFICER WELLNESS CHECKS X2, AUG 2025	\$370.00	
12/1/2025	28056	OFFICER WELLNESS CHECKS X26, SEP-DEC 2025	2/2/2026	2026-01065	\$4,255.00	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		OFFICER WELLNESS CHECKS X26 SEP-DEC 2025	\$4,255.00	
001858		FLOCK GROUP INC			\$37,500.00	
12/11/2025	INV-81415	LICENSE PLATE READING CAMERAS AGREEMENT YR 3 OF 5	2/2/2026	2026-01066	\$37,500.00	
001-500-501-49500		EQUIPMENT PURCHASE		LICENSE PLATE READING CAMERAS AGREEMENT	\$37,500.00	
001873		FOX VALLEY FIRE & SAFETY CO.			\$2,319.00	
12/19/2025	IN00825236	FIRE ALARM SYSTEM SERVICE-PW	2/2/2026	2026-01092	\$519.00	
001-700-703-41000		MAINTENANCE - BUILDING		MAINTENANCE - BUILDING	\$519.00	
1/6/2026	IN00827464	ANNUAL FIRE ALARM MONITORING LEASE-PD 01/26	2/2/2026	2026-01108	\$600.00	
001-700-703-41000		MAINTENANCE - BUILDING		MAINTENANCE - BUILDING	\$600.00	
1/6/2026	IN00827465	ANNUAL FIRE ALARM MONITORING LEASE-PW 01/26	2/2/2026	2026-01109	\$600.00	
001-700-703-41000		MAINTENANCE - BUILDING		MAINTENANCE - BUILDING	\$600.00	
1/6/2026	IN00827595	ANNUAL FIRE ALARM RADIO MONITORING LEASE-CH 01/26	2/2/2026	2026-01110	\$600.00	
001-700-703-41000		MAINTENANCE - BUILDING		MAINTENANCE - BUILDING	\$600.00	

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VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001949		GRAINGER, INC			\$6,903.02	
1/5/2026	9758865357	AIR LINE REPLACEMENT AT ALL WELL SITE	2/2/2026	2026-01101	\$3,451.51	
020-700-704-41100		MAINTENANCE - EQUIPMENT		AIR LINE REPLACEMENT AT ALL WELL SITE	\$3,451.51	
1/5/2026	9758865357	AIR LINE REPLACEMENTS FOR ALL WELLS	2/2/2026	2026-01089	\$3,451.51	
020-700-704-41100		MAINTENANCE - EQUIPMENT		AIR LINE REPLACEMENTS FOR ALL WELLS	\$3,451.51	
001971		HAGGERTY FORD			\$1,614.06	
11/21/2025	SO# 3-85840	SQUAD 222, VEH COMMUNICATION DIAGNOSTICS/SPARK PLUGS	2/2/2026	2026-01067	\$1,338.12	
001-500-501-41110		MAINTENANCE - AUTOS		VEH COMM DIAGNOSTICS/SPARK PLUGS	\$1,338.12	
11/20/2025	SO# 3-85942	SQUAD 201, REPLACEMENT KEY FOB	2/2/2026	2026-01068	\$275.94	
001-500-501-41100		MAINTENANCE - EQUIPMENT		SQUAD 201, SPARE KEY FOB	\$275.94	
001990		HITCHCOCK DESIGN GROUP			\$10,717.50	
12/31/2025	36551	CONSTRUCTION PHASE SERVICES FOR CERNY PARK - UPDATED WITH AM	2/2/2026	2026-00013	\$1,092.50	
001-700-702-41100		MAINTENANCE - EQUIPMENT		CONSTRUCTION PHASE SERVICES CERNY PARK	\$1,092.50	
12/31/2025	36550	CERNY PARK PHASE II IMPROVEMENTS FINAL DESIGN - APPROVED BY RE	2/2/2026	2026-00433	\$3,625.00	
001-700-702-41100		MAINTENANCE - EQUIPMENT		CERNY PARK PHASE II - OSLAD & PARK DIST.	\$3,625.00	
12/31/2025	36584	DEVELOP BID DOCUMENTS FOR THE VETERANS MEMORIAL PROJECT - AP	2/2/2026	2026-00846	\$6,000.00	
001-700-701-45400		OTHER PROFESSIONAL SERVICES		VETERANS MEMORIAL DESIGN BID DOCUMENTS	\$6,000.00	

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GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
001214		HYDE PARK HARDWARE			\$1,179.51
11/30/2025	113025	SUPPLIES 11/25	2/2/2026		\$685.27
001-700-701-41200		MAINTENANCE - STREETS	SUPPLIES 11/25		\$44.06
001-700-701-47220		SMALL TOOLS	SUPPLIES 11/25		\$175.75
001-700-701-48700		MISCELLANEOUS EXPENSE	SUPPLIES 11/25		\$30.58
001-700-703-41000		MAINTENANCE - BUILDING	SUPPLIES 11/25		\$233.29
020-700-704-41300		MAINTENANCE - GROUNDS	SUPPLIES 11/25		\$44.95
020-700-704-47200		OTHER SUPPLIES	SUPPLIES 11/25		\$6.46
020-700-704-47220		SMALL TOOLS	SUPPLIES 11/25		\$8.09
020-700-706-41400		MAINTENANCE - UTILITY SYSTEM	SUPPLIES 11/25		\$134.90
020-700-704-47600		GAS/OIL EXPENSE	SUPPLIES 11/25		\$7.19
12/31/2025	123125	SUPPLIES 12/25	2/2/2026		\$494.24
001-500-501-48702		PUBLIC RELATIONS	SUPPLIES 12/25		\$30.58
001-500-501-41100		MAINTENANCE - EQUIPMENT	SUPPLIES 12/25		\$5.39
001-700-701-41100		MAINTENANCE - EQUIPMENT	SUPPLIES 12/25		\$18.14
001-700-701-41200		MAINTENANCE - STREETS	SUPPLIES 12/25		\$8.99
001-700-701-47220		SMALL TOOLS	SUPPLIES 12/25		\$12.58
001-700-701-48700		MISCELLANEOUS EXPENSE	SUPPLIES 12/25		\$40.27
020-700-704-48700		MISCELLANEOUS EXPENSE	SUPPLIES 12/25		\$39.57
001-700-703-41000		MAINTENANCE - BUILDING	SUPPLIES 12/25		\$116.90
020-700-704-41000		MAINTENANCE - BUILDING	SUPPLIES 12/25		\$33.25
020-700-704-41001		MAINTENANCE - WATER TOWERS	SUPPLIES 12/25		\$71.88
020-700-704-47220		SMALL TOOLS	SUPPLIES 12/25		\$35.08
020-700-706-47220		SMALL TOOLS	SUPPLIES 12/25		\$22.49
020-700-704-47700		CHLORINATION SUPPLIES	SUPPLIES 12/25		\$9.52
001-350-351-47100		OFFICE SUPPLIES	SUPPLIES 12/25		\$15.29
020-700-704-41100		MAINTENANCE - EQUIPMENT	SUPPLIES 12/25		\$9.07
020-700-706-41100		MAINTENANCE - EQUIPMENT	SUPPLIES 12/25		\$9.06
020-700-704-47600		GAS/OIL EXPENSE	SUPPLIES 12/25		\$16.18

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GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001537		ICON ENTERPRISES, INC.			\$11,236.86	
1/1/2026	355608	WEBSITE ANNUAL FEE RENEWAL-WEB HOSTING & SUPPORT	2/2/2026		\$11,236.86	
014-100-101-46401		CITY WEB PAGE		WEBSITE HOSTING & SUPPORT 01/26-12/26	\$11,236.86	
002095		IL. STATE POLICE			\$54.00	
10/31/2025	20251004435	LIQUOR COMMISSION BACKGROUND CHECKS, PAST DUE	2/2/2026	2026-01069	\$54.00	
001-500-501-48701		INVESTIGATIONS		LIQUOR COMM. BACKGROUND CHECKS, PAST DUE	\$54.00	
002136		IPO TECH SOLUTIONS LLC			\$6,500.00	
1/9/2026	1646	AVAYA PHONE SYSTEM MAINT & SUPPORT 02/01/26 - 01/31/27	2/2/2026		\$6,500.00	
001-350-351-41100		MAINTENANCE - EQUIPMENT		AVAYA PHONE SYSTEM MAINT & SUPPORT	\$6,500.00	
001-350-351-41100		MAINTENANCE - EQUIPMENT		02/01/26-01/31/27	\$0.00	
002226		KONICA MINOLTA BUSINESS SYSTEM			\$11,028.79	
12/16/2025	505700189	REPLACEMENT COPIER/PRINTER-C751I	2/2/2026		\$11,028.79	
001-400-401-49500		EQUIPMENT PURCHASE		REPLACEMENT COPIER/PRINTER-C751I	\$11,028.79	

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VENDOR CODE		VENDOR NAME				VENDOR TOTAL
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GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
002355		MENARDS - NAPERVILLE			\$414.65	
1/7/2026	88747	SOUTH TANK OVERFLOW SCREEN (1)	2/2/2026	2026-01100	\$7.99	
020-700-704-41001		MAINTENANCE - WATER TOWERS		SOUTH TANK OVERFLOW SCREEN	\$7.99	
12/30/2025	88487	MIALBOX POST(1) STORAGE TOTE(1)	2/2/2026	2026-01097	\$72.92	
001-700-701-41200		MAINTENANCE - STREETS		MIALBOX POST(1)	\$59.93	
001-700-701-48700		MISCELLANEOUS EXPENSE		STORAGE TOTE(1)	\$12.99	
1/5/2026	88677	CABLE TIES(1) BUCKET(2) ANCHOR WASHERS(2)	2/2/2026	2026-01098	\$107.85	
001-700-701-41200		MAINTENANCE - STREETS		CABLE TIES(1)	\$29.99	
001-700-701-41200		MAINTENANCE - STREETS		BUCKET(2)	\$4.98	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		ANCHOR WASHERS(2)	\$6.98	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		ANCHOR WASHERS(2)	\$6.98	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		ANCHOR WASHERS(2)	\$58.92	
1/2/2026	88589	CERNY LIFT STATION REPAIR PARTS	2/2/2026	2026-01056	\$225.89	
020-700-706-41400		MAINTENANCE - UTILITY SYSTEM		CERNY LIFT STATION REPAIR PARTS	\$225.89	
002365		METROPOLITAN INDUSTRIES			\$106,077.00	
12/22/2025	INV079734	EQUIPMENT PURCHASE - SCADA UPGRADES	2/2/2026	2026-00216	\$106,077.00	
020-700-705-49500		EQUIPMENT PURCHASE		EQUIPMENT PURCHASE - SCADA UPGRADES	\$106,077.00	
020-700-707-49500		EQUIPMENT PURCHASE		EQUIPMENT PURCHASE - SCADA UPGRADES	\$0.00	
002382		MIDWEST LEADERSHIP INSTITUTE			\$3,400.00	
1/7/2026	IV00435	FALL 2026 SEMINAR EVENT REGISTRATION	2/2/2026		\$3,400.00	
001-600-601-44400		TRAVEL, TRAINING & MEETINGS		FALL 2026 SEMINAR REGISTRATION-HOCKING	\$3,400.00	

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VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
002399		MOBOTREX, INC.			\$256.00	
1/12/2026	288095	CALENDAR COMM KIT(1)	2/2/2026	2026-01104	\$256.00	
013-700-709-44010		MAINTENANCE - STREET SIGNS		CALENDAR COMM KIT(1)	\$256.00	
002439		NAPA AUTO PARTS			\$137.84	
7/21/2025	723132	VEHICLE CLEANING SUPPLIES(6) SOCKET SET(1)	2/2/2026	2026-01103	\$108.43	
001-700-701-41110		MAINTENANCE - AUTOS		VEHICLE CLEANING SUPPLIES(6)	\$75.44	
001-700-701-47220		SMALL TOOLS		SOCKET SET(1)	\$32.99	
1/7/2026	766628	OIL FILTER FOR GENERATOR ON SEWER TV TRUCK	2/2/2026	2026-01099	\$13.41	
020-700-706-41100		MAINTENANCE - EQUIPMENT		OIL FILTER FOR GENERATOR ON SEWER TV TRU	\$13.41	
7/21/2025	723123	FHP POWERATED BELT (1)	2/2/2026		\$16.00	
020-700-704-41100		MAINTENANCE - EQUIPMENT		FHP POWERATED BELT (1)	\$16.00	
002513		ORBIS SOLUTIONS INC			\$15,140.00	
1/1/2026	5579101	IT MANAGED SERVICES-JAN 2026	2/2/2026		\$15,140.00	
001-350-351-41100		MAINTENANCE - EQUIPMENT		IT MANAGED SERVICES-JAN 2026	\$15,140.00	
002518		OTTOSEN DINOLFO HASENBALG & CASTALDO LTD			\$122.50	
11/30/2025	18560	BOFPC RULES REVISIONS, ATTY REVIEW	2/2/2026	2026-01070	\$122.50	
001-500-504-45100		LEGAL EXPENSE		BOFPC RULES REVISIONS, ATTY REVIEW	\$122.50	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 02/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
002522		PACE SUBURBAN BUS DIV. OF RTA			\$10,518.38	
10/31/2025	660301	LOCAL SHARE-08/2025	2/2/2026		\$2,236.75	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE-08/2025		\$2,236.75	
10/31/2025	659586	LOCAL SHARE- 08/2025 RIDESHARE	2/2/2026		\$2,403.44	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE- 08/2025 RIDESHARE		\$2,403.44	
11/30/2025	661619	LOCAL SHARE-09/2025	2/2/2026		\$2,763.57	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE-09/2025		\$2,763.57	
11/30/2025	661646	LOCAL SHARE- 09/2025 RIDESHARE	2/2/2026		\$3,114.62	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE- 09/2025 RIDESHARE		\$3,114.62	
002577		PORTER LEE CORPORATION			\$980.00	
12/1/2025	32725	ANNUAL EVIDENCE SOFTWARE SUPPORT, CY2026	2/2/2026	2026-01071	\$980.00	
001-350-351-41103		MAINTENANCE - SOFTWARE	ANNUAL EVIDENCE SOFTWARE SUPPORT, CY2026		\$980.00	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 02/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010112		RADIATOR EXPRESS & AUTO REPAIR			\$5,180.15	
12/16/2025	32539	SQUAD 217 PER VIN, TIRES X4/MOUNT/BALANCE	2/2/2026	2026-01076	\$1,276.35	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 217, TIRES X4/MOUNT/BALANCE	\$1,276.35	
12/16/2025	32541	SQUAD 318, TIRES X4/MOUNT/BALANCE/OIL CHANGE	2/2/2026	2026-01077	\$1,371.78	
001-500-501-41110		MAINTENANCE - AUTOS		TIRES X4/MOUNT/BALANCE/OIL CHANGE	\$1,371.78	
12/17/2025	32543	SQUAD 210, TIRES X4/MOUNT/BALANCE/OIL CHANGE	2/2/2026	2026-01078	\$1,363.79	
001-500-501-41110		MAINTENANCE - AUTOS		TIRES X4/MOUNT/BALANCE/OIL CHANGE	\$1,363.79	
11/13/2025	32379	SQUAD 314, OIL CHANGE, 11/13/25	2/2/2026	2026-01079	\$96.65	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 314, OIL CHANGE, 11/13/25	\$96.65	
12/10/2025	32524	SQUAD 217 PER VIN, REPLACE WATER PUMP	2/2/2026	2026-01080	\$894.93	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 217 PER VIN, REPLACE WATER PUMP	\$894.93	
12/30/2025	32603	SQUAD 314, OIL CHANGE, TIRE REPAIR X2	2/2/2026	2026-01081	\$176.65	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 314, OIL CHANGE, TIRE REPAIR X2	\$176.65	
010129		RAY O'HERRON CO., INC.			\$421.53	
11/12/2025	2444669	PUCHALSKI, BACKORDERED UNIFORM ITEM REC'D	2/2/2026	2026-01072	\$98.99	
001-500-501-47300		UNIFORMS		PUCHALSKI, BACKORDERED UNIFORM ITEM REC'D	\$98.99	
11/12/2025	2444695	PERRY, BACKORDERED UNIFORM ITEMS REC'D	2/2/2026	2026-01073	\$124.56	
001-500-501-47300		UNIFORMS		PERRY, BACKORDERED UNIFORM ITEMS REC'D	\$124.56	
12/26/2025	2452646	LANDOLINA, UNIFORM ITEMS	2/2/2026	2026-01074	\$98.99	
001-500-501-47300		UNIFORMS		PERRY, BACKORDERED UNIFORM ITEMS REC'D	\$98.99	
12/9/2025	2449563	KOMAR, UNIFORM ITEM RECEIVED	2/2/2026	2026-01075	\$98.99	
001-500-501-47300		UNIFORMS		KOMAR, UNIFORM ITEM RECEIVED	\$98.99	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 02/02/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
010233		SEBERT LANDSCAPING			\$3,176.00
12/18/2025	S609241	2025 LANDSCAPE MAINTENANCE CONTRACT WITH SEBERT APPROVED VIA 2/2/2026		2026-00033	\$3,176.00
001-700-701-41300		MAINTENANCE - GROUNDS		CONTRACTED LANDSCAPE MAINTENANCE	\$3,176.00
001-700-702-41300		MAINTENANCE - GROUNDS		CONTRACTED LANDSCAPE MAINTENANCE	\$0.00
020-700-704-41300		MAINTENANCE - GROUNDS		CONTRACTED LANDSCAPE MAINTENANCE	\$0.00
020-700-706-41300		MAINTENANCE - GROUNDS		CONTRACTED LANDSCAPE MAINTENANCE	\$0.00
010314		STEINER ELECTRIC COMPANY			\$1,263.21
1/2/2026	S007780094.003	LIGHT BULBS (4)	2/2/2026	2026-01093	\$295.92
001-700-703-41000		MAINTENANCE - BUILDING		LIGHT BULBS (4)	\$295.92
1/6/2026	S007895255.001	#8 WIRE 500FT SPOOL(3)	2/2/2026	2026-01094	\$967.29
001-700-701-44000		MAINTENANCE - STREET LIGHTS		#8 WIRE 500FT SPOOL(3)	\$967.29
010331		STREICHER'S			\$844.99
11/21/2025	I1795758	DUTY HOLSTER, QUARTERMASTER ISSUE	2/2/2026	2026-01082	\$174.99
001-500-501-47300		UNIFORMS		DUTY HOLSTER, QUARTERMASTER ISSUE	\$174.99
11/5/2025	I1792800	WEAPONLIGHTS X2	2/2/2026	2026-01083	\$670.00
001-500-501-49500		EQUIPMENT PURCHASE		WEAPONLIGHTS X2	\$670.00
010342		SUBURBAN DOOR CHECK & LOCK			\$282.00
1/8/2026	IN587573	REPLACE ENTRANCE DOOR LOCK-CH	2/2/2026	2026-01102	\$282.00
001-700-703-41000		MAINTENANCE - BUILDING		MAINTENANCE - BUILDING	\$282.00

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 02/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010338		SUBURBAN LABORATORIES, INC.			\$431.00	
1/5/2026	GA6000240	WATER TESTING - DECEMBER 2025	2/2/2026	2026-01085	\$431.00	
020-700-704-45400		OTHER PROFESSIONAL SERVICES		WATER TESTING - DECEMBER 2025	\$431.00	
010412		TKB ASSOCIATES, INC.			\$9,497.85	
10/14/2024	15467	LASERFICHE CLOUD YR 1 REMAINING BALANCE (11/24 - 11/25)	2/2/2026		\$9,497.85	
001-350-351-41103		MAINTENANCE - SOFTWARE		LASERFICHE CLOUD YR 1 (11/24 - 11/25)	\$9,497.85	
010649		WHITTAKER CONSTRUCTION			\$378,786.57	
12/12/2025	4	TIF 4 SW/RT 59 CORRIDOR - WELL 13 WATER TREATMENT CONSTRUCTION	2/2/2026	2026-00610	\$203,736.20	
104-100-150-48735		CITY PROJECTS		WELL 13 WATER TREATMENT CONSTRUCTION	\$203,736.20	
104-100-150-48735		CITY PROJECTS		PAYMENT #4	\$0.00	
1/13/2026	5	TIF 4 SW/RT 59 CORRIDOR - WELL 13 WATER TREATMENT CONSTRUCTION	2/2/2026	2026-00610	\$175,050.37	
104-100-150-48735		CITY PROJECTS		WELL 13 WATER TREATMENT CONSTRUCTION	\$175,050.37	
104-100-150-48735		CITY PROJECTS		PAYMENT #5	\$0.00	

of Invoices: 80

Total: \$777,577.92

CITY OF WARRENVILLE
CITY COUNCIL
REGULAR MEETING
City Hall, 28W701 Stafford Place, Warrenville, IL 60555
Monday, January 5, 2026, at 6:30 p.m.

MINUTES

I. OPENING CEREMONIESA. Call to Order

Mayor Pro Tem Barry called the meeting to order at 6:30 p.m.

B. Roll Call

Physically Present: Aldermen: J.P. Augustynowicz, Stu Aschauer, Clare Barry, Kathy Davolos, Craig Kruckenberg, John Lockett, Bill Weidner and Judy Wilkie

Absent: Mayor Andrew Johnson (approved)

Also Present: City Attorney Brooke Lenneman, City Administrator Cristina White, Public Works Director Phil Kuchler, Community and Economic Development Director Amy Emery, Finance Director Kevin Dahlstrand, Police Chief Sam Bonilla, Utility Maintenance Superintendent Zach Jardine, City Treasurer Maury Goodman and Executive Assistant / Deputy Clerk Dawn Grivetti

Absent: Assistant City Administrator Alma Morgan and City Clerk Julie Clark

C. Pledge of Allegiance

Mayor Pro Tem Barry lead the Pledge of Allegiance.

II. PUBLIC COMMENTS

Michael Pierce, Naperville, introduced himself and stated he is a candidate for the Illinois 11th U.S Congressional District.

Bob Siebert commented on the condition of trees planted at Leone Schmidt Park and the proximity to Warrenville Road of the sheds installed on the site for the Mercantile Market.

III. OFFICIALS AND STAFF COMMENTSA. Mayor Pro Tem

There were no comments.

- B. Aldermen
There were no comments.
- C. Clerk
There were no comments.
- D. Treasurer
There were no comments.
- E. Administrator
City Administrator White reminded members and invited the public to attend the joint meeting of the City Council and the Plan Commission on January 12, 2026, to discuss the IL Route 59 Corridor.
- F. Attorney
There were no comments.

IV. CONSENT AGENDA – OMNIBUS VOTE

Mayor Pro Tem Barry read the items on the Consent Agenda as follows:

- A. Ordinance O2026-01, amending the Warrenville Zoning Ordinance and the Cantera Development Control Regulations regarding short-term rentals
- B. Ordinance O2026-02, approving the disposal of surplus personal property owned by the City of Warrenville
- C. Expenditures for 5/3 Bank P-Card purchases made in November 2025, in the amount of \$13,230.56
- D. Expenditures for invoices paid up to December 31, 2025, in the amount of \$303,682.65
- E. Expenditures for invoices due on or before January 19, 2026, in the amount of \$197,463.23
- F. Debt Service Payment included in the December 2025 Wire Transfer Report
- G. Minutes of the December 15, 2025, City Council regular meeting

Alderman Weidner made a motion, seconded by Alderman Kruckenberg, to approve the Consent Agenda items as read.

ROLL CALL VOTE:

Aye: Aldermen: Augustynowicz, Lockett, Weidner, Kruckenberg, Wilkie, Barry, Aschauer, and Davolos

Nay: None

MOTION ADOPTED

V. REGULAR AGENDA

- A. Alderman Lockett made a motion, seconded by Alderman Wilkie, to approve resolution R2026-01, approving a Community Development Block Grant Subgrantee Agreement with the County of DuPage regarding the Shaw Drive Area Street Rehabilitation Project.

Public Works Director Kuchler stated that the City is receiving \$600,000 of Community Development Block Grant (CDBG) funding through DuPage County for the replacement of sidewalk, curb and gutter, and resurfacing of Shaw Drive and adjacent streets in the Summerlakes Subdivision. This funding represents approximately 38% of the total estimated construction cost. The City's share will be paid with Capital Maintenance and Replacement Plan (CMRP) funds. Staff is recommending approval of the agreement with DuPage County for the grants.

There was discussion regarding the CDBG program, grant availability and the submission and awarding of other application projects from the City.

ROLL CALL VOTE:

Aye: Aldermen: Kruckenberg, Davolos, Barry, Wilkie, Augustynowicz, Lockett, Weidner, and Aschauer

Nay: None

MOTION ADOPTED

- B. Alderman Lockett made a motion, seconded by Alderman Wilkie, to direct the City Attorney to draft an ordinance amending the temporary use permit for 3S580 River Road approved pursuant to ordinance O2025-30, to allow the establishment of a temporary loading zone for up to 12 months.

Community and Economic Development Director Emery reminded the Council of the prior discussions concerning parking at the location, and stated that, following the December 1, 2025 City Council meeting, a solution to the on-site parking issue had been reached. The applicants are requesting a temporary loading zone on-site for up to one year to address immediate parking and loading needs of the business.

Applicants were present to answer any questions. Council members thanked staff and the property and business owners for finding a solution to the problem. There was discussion regarding the number of spaces and type of parking provided.

ROLL CALL VOTE:

Aye: Aldermen: Lockett, Wilkie, Davolos, Weidner, Aschauer, Kruckenberg, Barry, and Augustynowicz

Nay: None

MOTION ADOPTED

VI. PRESENTATION AND DISCUSSION ITEMS

Mayor Pro Tem Barry acted as Chairman for this portion of the meeting.

- A. Consideration of Professional Services Agreement with Engineering Enterprises, Inc. for a five year review and revisions to the City's Risk and Resilience Assessment and Emergency Response Plan

Discussion: Utility Maintenance Superintendent (UMS) Jardine stated that Illinois communities are required by the EPA to review and update Risk and Resilience Assessment and Emergency Response Plans every five years to maintain regulatory compliance and ensure the continued safety and reliability of the City's water and wastewater systems. He added that the documents were originally prepared by Engineering Enterprises, Inc. (EEI) in 2021.

Staff is recommending consideration of an agreement with EEI for the completion of the five year review and revision of the plan as necessary to reflect current system conditions, regulatory requirements, and best practices. Additional enhancements to the agreement may include coordination of a cybersecurity assessment with the City's SCADA integrator and facilitation of a virtual tabletop exercise for Utility Division staff using the EPA's Tabletop Exercise Tool.

UMS Jardine clarified that the assessment will not include any aspect of the Naperville wastewater treatment facility. PWD Kuchler noted that his son works for EEI as a project engineer and his work is unrelated to the services that EEI is proposed to provide the City on this project.

Alderman Lockett made a motion, seconded by Alderman Wilkie, to direct staff to present a resolution approving a Professional Services Agreement with Engineering Enterprises, Inc. for a five-year review and revisions to the City's Risk and Resilience Assessment and Emergency Response Plan at an upcoming City Council meeting.

MOTION ADOPTED VIA VOICE VOTE

VII. INFORMATIONAL REPORTS

Mayor Pro Tem Barry stated that the City Council has received and filed the following items:

- A. Receive and file Tax Increment Finance District #3 and #4 Joint Review Board Annual Meeting Presentations

Discussion: Ald. Davolos asked if staff is concerned that TIF #3 may expire with a deficit balance. Finance Director Dahlstrand replied that he is not concerned at this time. He reminded Council that the TIF district projections do not include and future development of Old Town Redevelopment Site #2; and that the projections indicate the annual expenditures are less than projected revenues.

Treasurer Goodman asked about the attendance of township representatives at the joint review meetings.

- B. Receive and file Community Development FY 2026 Work Plan and Decision Package status report

- C. Receive and file Bi-Monthly Code Enforcement Activity Summary Report for November and December 2025

Discussion: Ald. Weidner called attention to a joint effort to assist a local resident and military veteran listed in the report. He thanked all those involved for working together in a compassionate and humanistic way to assist the resident.

VIII. CLOSED SESSION

Alderman Wilkie made a motion, seconded by Alderman Lockett, to enter into Closed Session at 7:07 p.m. to discuss matters that fall under the following categories:

- 5 ILCS 120/2 (c) (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
- 5 ILCS 120/2 (c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- 5 ILCS 120/2 (c) (21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06

ROLL CALL VOTE:

Aye: Aldermen: Weidner, Aschauer, Lockett, Barry, Davolos, Wilkie, Augustynowicz, and Kruckenberg

Nay: None

MOTION ADOPTED

The Council returned to open session at 7:38 p.m. No action was taken during Closed Session.

IX. ADJOURN

Alderman Lockett made a motion, seconded by Alderman Kruckenberg to adjourn.

MOTION ADOPTED VIA VOICE VOTE

The regular Council meeting adjourned at 7:38 p.m.

Approved: _____

Dawn Grivetti, Executive Assistant / Deputy Clerk

City of Warrenville

Memorandum

To: Mayor, City Council, and City Administrator White

From: *KHG*
Kassandra Hernandez-Galvan, Public Works Asset Management
Analyst

Subject: INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF WARRENVILLE AND PACE RIDE DUPAGE PROGRAM

Date: January 12, 2026

Council Action Requested:

Direct staff to present a resolution approving an amended and restated intergovernmental agreement between the City Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the provision of paratransit services.

Background

Ride DuPage is a transportation assistance program providing curb-to-curb bus or taxi/vehicle-for-hire services for individuals with physical or cognitive limitations. Operated through a partnership between PACE and DuPage County municipalities, the program offers 24/7 service at reduced rates for eligible riders. The City of Warrenville has participated in Ride DuPage since April 2019.

In February 2024, PACE transitioned Ride DuPage into two programs: the Ride DuPage PACE Bus Program and the Rideshare Access Program (RAP). RAP services operate under a separate intergovernmental agreement (IGA); however, participation in the Ride DuPage PACE Bus Program is required for organizations to offer RAP services.

Before joining Ride DuPage, the City operated the ACORN Van Program, serving Warrenville residents within a five-mile radius of City Hall and averaging approximately 25 regular riders per month. While effective, the program hours were limited and the City fully funded and managed vehicle leasing, fuel, staffing, and maintenance, resulting in annual costs of \$36,000 to \$40,000 between fiscal years (FY) 2014 and 2017. Those costs would likely be in the \$50,000 to \$55,000 range today.

2026 New IGA Updates:

Under the new IGA, PACE reduced its share of the operating deficit from 75% to 50%, causing the City to reach the subsidy limit much sooner than in prior years.

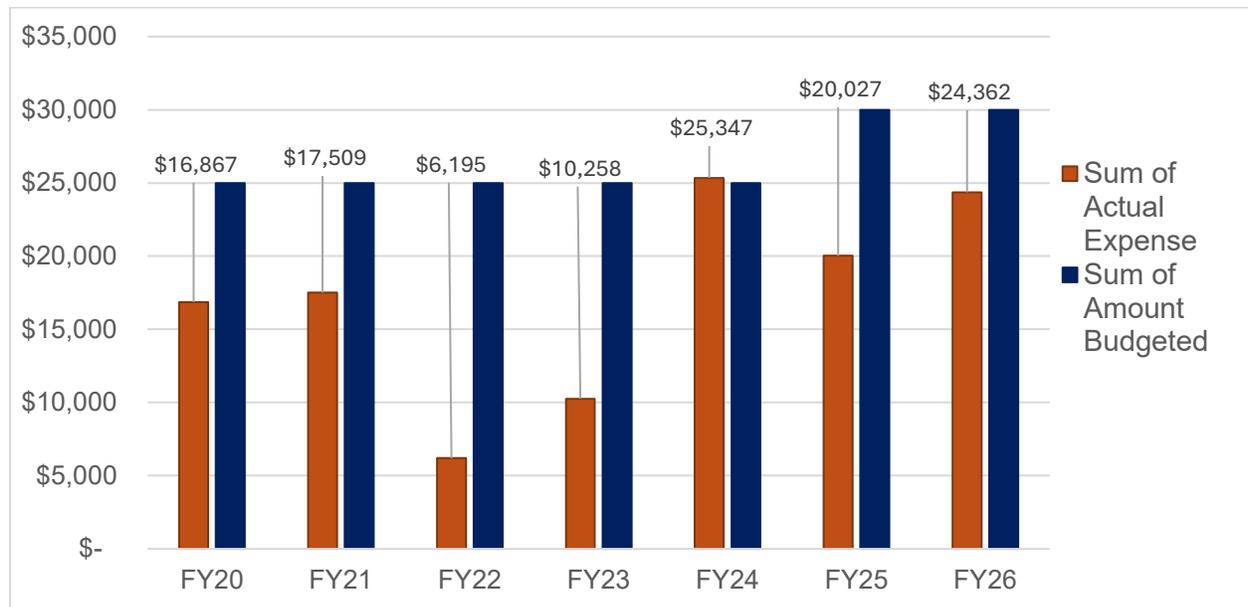
As a result, staff anticipates that program costs will exceed the current \$30,000 budget by approximately \$20,000. This overrun reflects the reduced PACE subsidy, increased operating expenses, and higher demand for service rides through the remainder of the fiscal year.

Despite the higher program costs, Ride DuPage remains more cost-effective than the City's former ACORN Van Program and provides improved service to residents, making it a better long-term option for senior transportation services. In anticipation of continued program growth, staff plans to increase FY27 funding to \$66,000.

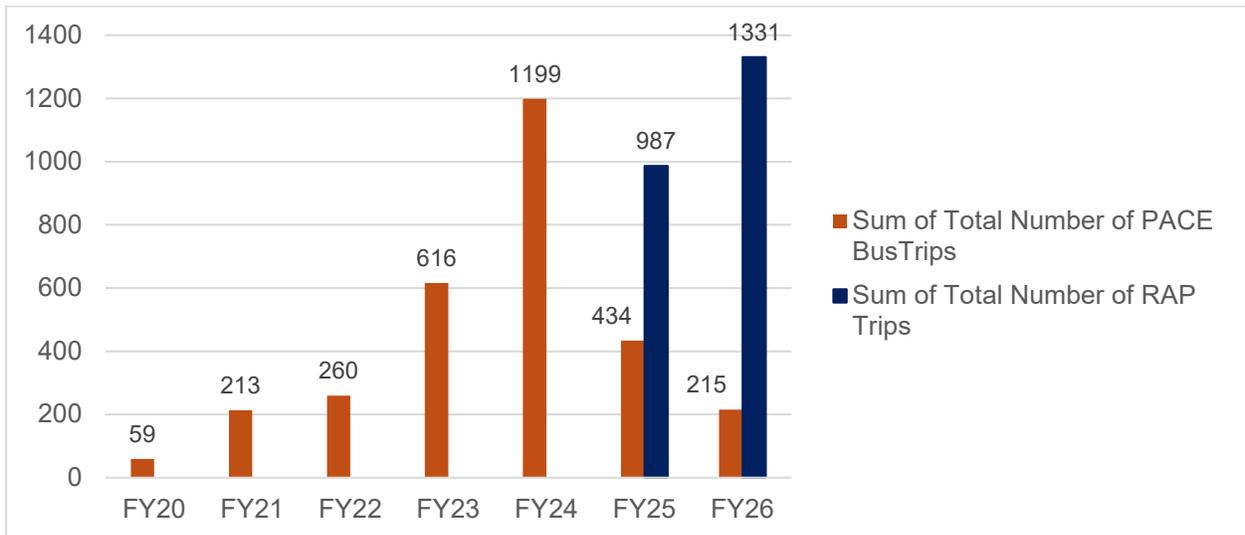
Historical Data:

The City has collected meaningful data during the past six years of participation in Ride DuPage, demonstrating the effectiveness and value of the program:

- Significant increase in trip volume: The ACORN Van Program provided approximately 300 rides per year. In FY25, the Ride DuPage Program provided approximately 1,400 rides, and so far in FY26, the program has provided approximately 1,600 rides, representing a 433% increase compared to the ACORN Van Program.
- Expansion of service availability to 24/7 access, compared to limited hours under the previous program.
- Introduction and rapid growth of Rideshare Access Program (RAP) trips, offering increased flexibility for riders.



This chart shows that Warrenville has consistently managed Ride DuPage costs responsibly, staying within budget nearly every year while service demand and community usage continued to grow. In FY26 it's projected that Warrenville will exceed the budgeted amount this fiscal year.



This chart illustrates the growth in Ride DuPage trip usage by service type over time. PACE bus trips increased steadily through FY24, while the introduction of RAP trips in FY25 led to a significant shift in usage, with RAP becoming the primary service in FY25 and FY26 as overall demand continued to grow.

Conclusion:

The transition to Ride DuPage has proven to be a cost-effective program compared to the City’s previous program providing efficient service for Warrenville residents. The program delivers improved service availability and flexibility for residents with mobility needs, at a lower and more predictable cost than the City’s former ACORN Van Program.

Ride DuPage continues to meet and exceed the City’s original goals of:

- Enhancing accessibility
- Managing costs responsibly
- Supporting residents who rely on transportation assistance



Melinda J. Metzger
Executive Director

December 1, 2025

Ms. Kasandra Hernandez-Galvan
City Administrator
City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555

Dear Ms. Hernandez-Galvan:

Enclosed are two original Intergovernmental Agreements – Ride DuPage between the City of Warrenville and Pace for 2026.

Please have your portion of the agreements signed and return them to me to be signed by Pace's authority. After signatures are completed, a fully executed original will be sent to you.

If you have any questions, please contact Charles Posejpal, Manager, Contract Administration, Paratransit at 312/341-8033.

Sincerely,

Melinda J. Metzger
Executive Director

MJM/tjt
Enclosures

INTERGOVERNMENTAL AGREEMENT – RIDE DUPAGE
City of Warrenville

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Funding.**

- a. Pace shall submit its invoices to Sponsor for Sponsor's portion of the Operating Cost. Each invoice will summarize the services delivered, will be in a format mutually agreed to by the parties, and will request reimbursement for itemized costs required to perform the services. Sponsor shall pay Pace at the rates agreed to in Pace's contracts with Carriers.
- b. Within 30 days after receipt of a Pace invoice in accordance with paragraph 2(a), Sponsor shall pay Pace, or cause Pace to be paid, the amounts invoiced. Sponsor may not deny a properly documented invoice, in whole or in part, without reasonable cause. Sponsor will not be required to pay Pace more often than monthly. Sponsor shall mail payment to:

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

- c. Notwithstanding anything to the contrary in this Agreement, in 2026 only, Pace will provide Sponsor with a subsidy not to exceed \$1,807. That subsidy will be calculated monthly at 50% of the Operating Deficit on a year-to-date basis.

3. **Responsibilities.**

- a. In accordance with paragraph 2, Sponsor will be responsible for reimbursing Pace for all costs that Pace incurs in fulfilling its obligations under this Agreement. Reimbursable costs include but are not limited to administrative and operating costs and costs to manage the Project, subject to prior approval by Sponsor.
- b. The Operations Committee will be responsible for the development of Administrative Policies and/or Procedures, which are subject to the prior approval of Pace and the County of DuPage. Sponsor will be responsible for the implementation of and oversight of compliance with Administrative Policies and/or Procedures.
- c. Sponsor will be responsible for executing and maintaining any agreements necessary to provide the transportation services as described in Exhibit A to the service area depicted in Exhibit B.
- d. The participating sponsors of the Project will be responsible for developing service parameters for the Project, which are subject to the prior approval of Pace and the County of DuPage. Those service parameters include but are not limited to service boundaries, rider eligibility, fare structure, days and hours of service, and resolution of issues related to Eligible Rider compliance with usage guidelines.

- e. The Operations Committee will be responsible for developing service standards for the Project, which are subject to the prior approval of Pace and the County of DuPage. Pace shall cooperate with the County of DuPage to establish consistent service standards for the Project. Pace may make minor revisions to service standards upon prior written notification to, and concurrence by, the County of DuPage.
- f. Pace shall enter into contracts with Carriers for the Paratransit Service and a contractor for the Mobility Management/Call Center Services; the Carriers and contractor shall be contractors responsible to Pace.

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

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

- g. Pace will be responsible for preparing a monthly written report indicating the cost of Paratransit Service provided by Pace's contractors in connection with the Project within the reporting month and for submitting that report, together with its invoice, to Sponsor within 60 days following the end of each month of services.
- h. Within its approved budget, Pace will be responsible for maintaining appropriate contractor staffing levels to provide all necessary services relating to the Project.
- i. Pace will be responsible for ensuring that its contractor(s) providing dispatch service in connection with the Project are available during all hours in which a vehicle transporting an Eligible Rider is in service.
- j. Pace will be responsible for compiling data relating to the quantity, quality, and cost of the Paratransit Service provided by Pace's contractors in connection with the Project and for providing that data to Sponsor within 45 days following the end of each month of services.
- k. Pace will be responsible for providing Sponsor with access to the reports specified in Exhibit C upon Sponsor's request.
- l. Pace will be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle operated and that those Carriers meet the minimum requirements for the operation of passenger transportation as mandated by applicable local, state, and federal laws, statutes, ordinances, rules, and regulations. All operator and Carrier licenses as may be required by state or local governmental and/or regulating authorities must be maintained in good standing annually.

- m. Pace will not be responsible for any failure to provide the services required of it under this Agreement due to circumstances beyond its control but will make every reasonable effort to restore those services as soon as practicable.
- n. The parties will be responsible for ensuring that no person will be denied the opportunity to participate or be subjected to discrimination in connection with the Project because of race, creed, color, age, sex, national origin, or the presence of any sensory, mental, or physical disability, or in any manner contrary to applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).
- o. Pace shall require Carriers to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

4. **Compliance.**

- a. The parties shall comply with all applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS/2-105(A)(4)), as amended.
- b. Each party shall obtain such licenses, permits, and other approvals as may be required of that party for the Project.

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

6. **Term and Termination.** This Agreement will be in effect beginning January 1, 2026 and will continue thereafter through December 31, 2026 unless earlier terminated by a party upon: (a) 90 days' advance written notice to the other party or (b) 30 days' advance written notice to the other party in the event sufficient funds have not been appropriated to cover the required financial contribution by Pace or Sponsor fails to make payment as required under this Agreement.
7. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
8. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
9. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.
10. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.
11. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.
12. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
13. **Pace Board Authority.** This Agreement has been properly authorized by the Pace Board of Directors.
14. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.
15. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
16. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the government, civil disturbance, a terrorist act,

pandemic, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Sponsor, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

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

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

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

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

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

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

Business days are defined as Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Sponsor:

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

with copy to:

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

If to Pace:

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

21. **Definitions.**

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

SPONSOR

PACE

Signature

Signature

Printed Name

Melinda J. Metzger

Printed Name

Title

Executive Director

Title

Date

Date

EXHIBIT A
PROJECT DESCRIPTION

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

EXHIBIT B
SERVICE AREA MAP

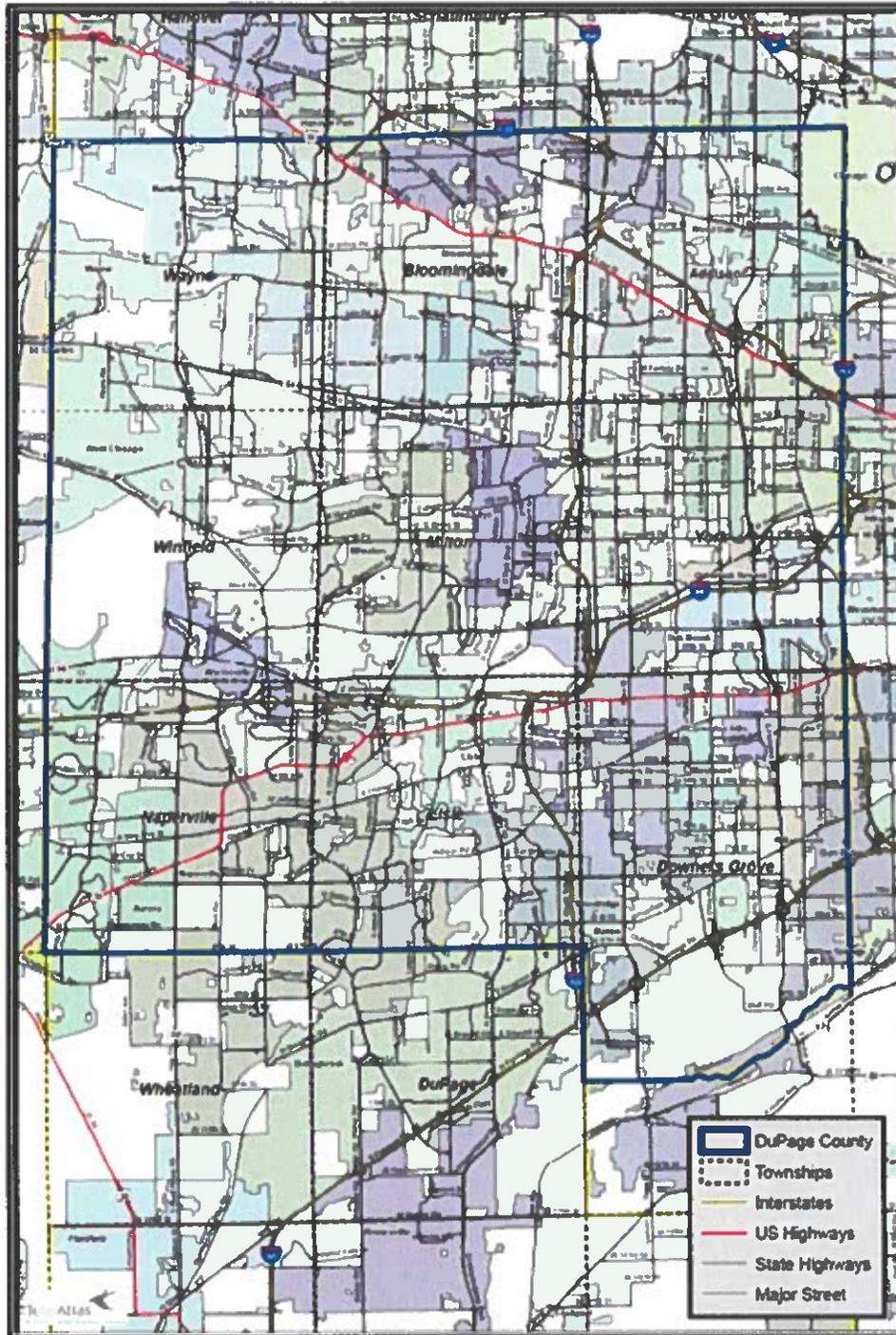


EXHIBIT C
REPORTS DESCRIPTION

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

1. **Detailed Funding Source Report**

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

2. **Monthly Funding Source Invoice Report**

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

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

3. **Missed Trip Report**

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

4. **On-Time Performance Report**

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

5. **Ridership by Category Report**

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

6. **Client Trip List Report**

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

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

Prepared For: City of Warrenville, Illinois
Clark, Jamie

Date 12/16/2025
AE/AM J01/ABA

Unit #

Year 2026 **Make** Ford **Model** F-150

Series XL Hybrid 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB

Vehicle Order Type Ordered **Term** 60 **State** IL **Customer#** 627907

\$ 52,656.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges 0.0000% State IL
\$ 361.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 535.00 *	Other: (See Page 2)
\$ 0.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	101
Exterior Color	Oxford White
Interior Color	Black w/Medium Dark Slate w/Cloth 40/Console/
Lic. Plate Type	Municipal
GVWR	0

\$ 52,656.00	Total Capitalized Amount (Delivered Price)
\$ 710.86	Depreciation Reserve @ 1.3500%
\$ 242.23	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 953.09 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	Liability Limit \$0.00
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\$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
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\$ 0.00	Full Maintenance Program ³ Contract Miles 0	OverMileage Charge	\$ 0.0650 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Tax 0.0000%	State IL
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\$ 953.09 Total Monthly Rental Including Additional Services

\$ 10,004.40	Reduced Book Value at 60 Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,300
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Warrenville, Illinois

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Strobes, Toolbox	B	\$ 4,900.00
Total Aftermarket Equipment Billed		\$ 4,900.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	B	\$ 475.00
Total Other Charges Billed		\$ 535.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 535.00

VEHICLE INFORMATION:

2026 Ford F-150 XL Hybrid 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,668	\$47,820.00
Total Options	\$6,393.00	\$7,025.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$54,656.00	\$57,440.00

SELECTED COLOR:

Exterior: YZ-Oxford White
 Interior: US-Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
104A	Equipment Group 104A Hybrid	\$4,327.00	\$4,755.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18C	6" Angular Bright Anodized Step Bar	\$578.00	\$635.00
44H	Transmission: Hybrid Electronic 10-Speed Automatic	Included	Included
50M	Mobile Office Package	Included	Included
53T	Tow/Haul Package	\$919.00	\$1,010.00
67T	Integrated Trailer Brake Controller	Included	Included
91P	8-Way Power Driver's Seat w/Power Lumbar	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
96W	Tough Bed Spray-in Bedliner	\$569.00	\$625.00
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CONWRK	Console Worksurface	Included	Included
DZTEMP	Dual-Zone Electronic Automatic Temperature Control	Included	Included
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
OUTLET	400W Pro Power Onboard (Cab & Bed)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,400 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
STDWL	Wheels: 17" Silver Painted Aluminum	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
U	Cloth 40/Console/40 Front Seats	Included	Included
US_01	Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL6	Electronic Locking w/3.73 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with locking box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 interior 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Modem - Ford Connectivity Package internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 430-hp, 3.5-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: City of Warrenville, Illinois
Clark, Jamie

Date 01/12/2026
AE/AM J01/ABA

Unit #

Year 2026 **Make** Ford **Model** F-150

Series XL Hybrid 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB

Vehicle Order Type Ordered **Term** 36 **State** IL **Customer#** 627907

\$ 81,385.25	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>0.0000%</u> State <u>IL</u>
\$ 361.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 535.00 *	Other: (See Page 2)
\$ 16,988.62 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Squad 219
Exterior Color	(0 P) Agate Black Metallic
Interior Color	Black w/Medium Dark Slate w/Cloth 40/Console/
Lic. Plate Type	Municipal Police
GVWR	0

\$ 64,396.63	Total Capitalized Amount (Delivered Price)
\$ 1,788.81	Depreciation Reserve @ <u>2.7778%</u>
\$ 278.16	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 2,066.97 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0

OverMileage Charge \$ 0.0650 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Tax 0.0000% **State** IL

\$ 2,066.97 Total Monthly Rental Including Additional Services

\$ -0.53 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 30,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Warrenville, Illinois

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Graphics & Legacy Upfit Q#9724	C	\$ 29,648.25
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 29,648.25
Aftermarket Equipment Total		\$ 29,648.25

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	B	\$ 475.00
Total Other Charges Billed		\$ 535.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 535.00

VEHICLE INFORMATION:

2026 Ford F-150 XL Hybrid 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,668	\$47,820.00
Total Options	\$5,474.00	\$6,015.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$53,737.00	\$56,430.00

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black Metallic
 Interior: US-Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
104A	Equipment Group 104A Hybrid	\$4,327.00	\$4,755.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18C	6" Angular Bright Anodized Step Bar	\$578.00	\$635.00
44H	Transmission: Hybrid Electronic 10-Speed Automatic	Included	Included
50M	Mobile Office Package	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
91P	8-Way Power Driver's Seat w/Power Lumbar	Included	Included
924	Rear Window Fixed Privacy Glass w/Defroster	Included	Included
96W	Tough Bed Spray-in Bedliner	\$569.00	\$625.00
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	Included	Included
CHMBMP	Chrome Bumpers	Included	Included
CONWRK	Console Worksurface	Included	Included
DZTEMP	Dual-Zone Electronic Automatic Temperature Control	Included	Included
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
INTWRK	Interior Work Surfaces	Included	Included
LEDFOG	LED Fog Lamps	Included	Included
OUTLET	400W Pro Power Onboard (Cab & Bed)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,400 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
STDWL	Wheels: 17" Silver Painted Aluminum	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
U	Cloth 40/Console/40 Front Seats	Included	Included
UM_03	(0 P) Agate Black Metallic	NC	NC
US_01	Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL6	Electronic Locking w/3.73 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Integrated Storage: pickup integrated storage
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with locking box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 interior 120V AC power outlet

Entertainment Features:

radio: AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 5G Modem - Ford Connectivity Package internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover

Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 430-hp, 3.5-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN ENGINEERING SERVICES RELATED TO THE CENTRAL BASIN 2 MANHOLE
REHABILITATION PROJECT**

THIS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2026 (**“Effective Date”**) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (**“City”**), and **ENGINEERING ENTERPRISES, INC.** 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 design engineering in connection with the Central Basin 2 Manhole Rehabilitation Project (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”**), which Scope of Services is comprised of the documents labeled Attachment A, Attachment B, and Attachment C. 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 June 1, 2026 (**“Time of Performance”**).

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

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

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

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

H. Compliance with Laws and Grants.

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

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

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed **\$19,933.00** ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses.

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 has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

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

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

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

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project

Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

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

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

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

SECTION 4. TERM OF AGREEMENT.

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

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

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

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

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

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the City

requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

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

SECTION 6. WARRANTY.

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

SECTION 7. CONSULTANT REPRESENTATIONS.

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

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

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

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

neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

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

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

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

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

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

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

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

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

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

SECTION 9. DEFAULT.

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

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

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

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

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

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

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Public Works Director
E-mail: pkuchler@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 Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attention: **[PROJECT SUPERVISOR]**
Email: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

**Central 2 Basin Manhole Rehabilitation
City of Warrenville, IL
Professional Services Agreement**

Attachment A – Scope of Services

The City intends to rehabilitate the sanitary manholes within Central 2 Basin. The City intends for a Contractor to provide services for cleaning and rehabilitating the sanitary manholes. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well. The following list of work items established the scope of design engineering services for this project:

DESIGN ENGINEERING

- 2.1 Project Administration – Includes Management of Personnel and the Engineering Contract, Budget Tracking, and Updates at Internal Meetings
- 2.2 Preparation of Project Manual and Exhibits – Includes Preparation of Base Exhibits, Front-End Documents, Technical Specifications, and Bid Schedule; Coordinate with Manufacturers on Developing Technical Specifications for Manhole Rehab Products; and Preparation of an Engineer’s Opinion of Probable Construction Cost
- 2.3 Coordinate Review and Approval with City – Submit Draft Issue Project Manual to City for Review and Obtain Review Comments from the City
- 2.4 Finalize Project Manual – Address the City’s Review Comments and Finalize the Project Manual
- 2.5 Bidding and Contracting – Includes Assistance with Advertising for Bids, Responding to Contractor’s Questions During the Bidding Phase, Prepare Addenda, Attending the Bid Opening, Tabulating the Bids, Preparing an Award Recommendation Letter, and Assisting with Execution of the Contract Documents

EXCLUSIONS

The above scope of services for the Central 2 Basin Manhole Rehabilitation Program includes the following assumptions:

1. Obtaining Construction Permits from the IEPA, IDOT, and County are Not Included.
2. Preparation of a Traffic Control Plan is Not Included.
3. Preliminary Inspection of the sanitary manholes is Not Included.
4. Topographic Survey is Not Included.
5. Construction Engineering is Not Included

The above scope summarizes the work items that will be completed for this contract. Additional work items shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).

**ATTACHMENT B: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
City of Warrenville		WV2504	
PROJECT TITLE		DATE	PREPARED BY
Central 2 Basin Manhole Rehabilitation (Design Only)		12/23/25	MLP/KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPT2	ST	GIS Tech	SPT1	ADMIN	HOURS	COST
		RATE	\$251	\$243	\$218	\$193	\$182	\$175	\$182	\$171	\$75		
DESIGN ENGINEERING													
2.1	Project Administration		1	4		4						9	\$ 1,995
2.2	Preparation of Project Manual and Exhibits		1	8		24			18			51	\$ 10,103
2.3	Coordinate Review and Approval with City			2		4			4			10	\$ 1,986
2.4	Finalize Project Manual			2		8			4		1	15	\$ 2,833
2.5	Bidding and Contracting			4		8					1	13	\$ 2,591
Design Engineering Subtotal:			2	20	-	48	-	-	26	-	2	98	\$ 19,508
PROJECT TOTAL:			2	20	-	48	-	-	26	-	2	98	19,508

EEI STAFF

- PIC Principal In Charge
- SPM Senior Project Manager
- PM Project Manager
- SPE 1 Senior Project Engineer I
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ST Senior Technician
- GIS Tec GIS Technician
- ADMIN Administrative Assistant

DIRECT EXPENSES

Printing/Postage =	\$	425
Land Surveying =	\$	-
Geotechnical/CCDD =	\$	-

DIRECT EXPENSES = \$ 425

LABOR SUMMARY

EEI Labor Expenses =	\$	19,508
TOTAL LABOR EXPENSES	\$	19,508

TOTAL COSTS

\$ 19,933



ATTACHMENT C: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
City of Warrenville		WV2504	
PROJECT TITLE		DATE	PREPARED BY
Central 2 Basin Manhole Rehabilitation (Design Only)		12/23/25	MLP

TASK NO.	TASK DESCRIPTION	2026												
		2025												
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	
DESIGN ENGINEERING														
2.1	Project Administration													
2.2	Preparation of Project Manual													
2.3	Coordinate Review and Approval with City													
2.4	Finalize Project Manual													
2.5	Bidding and Contracting													





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT D - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

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

Signature
City Administrator

_____, 20____
Date

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

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

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

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

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

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

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

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

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

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

ORDINANCE NO.2025-13

WARRENVILLE PARK DISTRICT

AN ORDINANCE AUTHORIZING THE GRANTING OF A PERPETUAL NON-EXCLUSIVE STORMWATER MANAGEMENT EASEMENT AT SESQUICENTENNIAL PARK AND DIRECTING THE EXECUTION AND DELIVERY OF A STORMWATER MANAGEMENT AGREEMENT IN CONJUNCTION THEREWITH

WHEREAS the Warrenville Park District (“District”) is a park district organized and operating under the provisions of the Illinois Park District Code (“Code”) as amended (70 ILCS 1205/1-1 et seq.) and all laws supplementary thereto and amendatory thereof; and

WHEREAS the District is empowered pursuant to Article 8-11 of the Illinois Park District Code (70 ILCS 1205/8-11 to grant licenses, easements, and right of ways to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any property of such district for water, sewer, telephone, electric, gas or other public service, subject to such terms and conditions as may be determined by the district); and

WHEREAS the City of Warrenville (“City”) has requested that the District grant a perpetual non-exclusive stormwater management easement to the City at Sesquicentennial Park; and

WHEREAS the District wishes to grant the requested easement to the City.

NOW, THEREFORE, BE IT AND THE SAME HEREBY IS ORDAINED AS FOLLOWS:

1. That the District grant a perpetual non-exclusive stormwater management easement to the City, pursuant to and in accordance with the provisions of a Stormwater Management Easement Agreement in the form attached hereto as Exhibit 1 and hereby made a part hereof (“the “Agreement”);

2. That the grant of said stormwater management easement be evidenced by the execution and delivery to the City of the Agreement by the President and Secretary of the Board of Commissioners, who are hereby authorized and

directed to do so on behalf of the District forthwith, in exchange for the execution of the Agreement by the City.

3. That all other ordinances of the District inconsistent or in conflict herewith are hereby repealed.

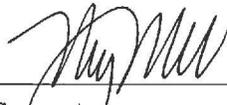
4. That this Ordinance shall be effective upon adoption.

ADOPTED this 16th day of October, 2025.



President
Board of Park Commissioners
Warrenville Park District
DuPage County, Illinois

ATTEST:



Secretary
Board of Park Commissioners
Warrenville Park District
DuPage County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, TIM REINBOLD, DO HEREBY CERTIFY that I am the duly appointed, qualified and acting Secretary of the Warrenville Park District and of the Board of Park Commissioners of the Warrenville Park District; and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Park Commissioners and of the Warrenville Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

ORDINANCE NO.

WARRENVILLE PARK DISTRICT

AN ORDINANCE AUTHORIZING THE GRANTING OF A PERPETUAL NON-EXCLUSIVE STORMWATER MANAGEMENT EASEMENT AT SESQUICENTENNIAL PARK AND DIRECTING THE EXECUTION AND DELIVERY OF A STORMWATER MANAGEMENT AGREEMENT IN CONJUNCTION THEREWITH

That the foregoing was passed by the Board of Park Commissioners of said Warrenville Park District on the 16th day of October, 2025, and was on the same day approved by the Secretary of the Warrenville Park District; that it was filed and recorded in the office of the Secretary of the Warrenville Park District of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Warrenville Park District this 16th day of October, 2025.



Secretary

Warrenville Park District
DuPage County, Illinois

(SEAL)

PREPARED BY AND AFTER
RECORDING RETURN TO:
Thomas G. Hoffman
Law Office of Thomas
G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606

STORMWATER MANAGEMENT EASEMENT AGREEMENT

THIS AGREEMENT (“*Agreement*”) is dated as of this 16th day of October, 2025 (“*Effective Date*”), by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“*City*”), and **WARRENVILLE PARK DISTRICT**, an Illinois municipal corporation and body politic (“*Owner*”) (collectively, the City and the Owner are the “*Parties*”).

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties and pursuant to the City's home rule powers, the Parties agree as follows:

SECTION 1. BACKGROUND.

A. The Owner is the owner of certain real estate commonly known as Sesquicentennial Park, Warrenville, Illinois and legally described in **Exhibit A**, attached to and made a part of this Agreement (“*Property*”).

B. Pursuant to the DuPage County Stormwater & Floodplain Ordinance, which has

been adopted by reference into the Warrenville City Code (“**Ordinance**”), the City has jurisdiction to enforce the Ordinance within the City’s corporate boundaries.

C. The Property is currently improved with, among other improvements, a sand volleyball court that the Owner desires to replace with a pickleball court (“**Impervious Improvement**”).

D. Pursuant to Section 15-63 of the Ordinance, the construction of the Impervious Improvement requires the Owner to install a Post Construction Best Management Practice for stormwater runoff (“**PCBMP**”) on the Property.

E. Section 15-55.D.1 of the Ordinance requires the Owner to dedicate sufficient permanent easement rights to any governmental unit having drainage or stormwater management jurisdiction over the property on which a PCBMP is located for the purpose of inspecting and maintaining the PCBMP,

F. The Owner and the City have determined that it is in their respective best interests to enter into this Agreement in order to provide the City with a sufficient property interest in the Property to comply with the Ordinance and fulfill the purposes described in this Agreement.

SECTION 2. MAINTENANCE BY OWNER. The Owner must maintain, operate and repair the PCMBP and the portions of the Property that contain the PCMBP, which portions are legally described and depicted on **Exhibit B**, attached to and made a part of this Agreement (collectively, the “**Stormwater Management Easement Premises**”) at all times in a manner consistent with this Agreement and the plans and specifications approved by the City (and upon request, furnish proof of compliance with the plans). No permanent building, or utility facilities shall be constructed on the Stormwater Management Easement Premises by the Owner, or the Owner's successors in interest.

SECTION 3. MAINTENANCE BY CITY. If after written notice, the Owner fails to maintain the Stormwater Management Easement Premises or the PCMBP as required by Section 2 of this Agreement and the Ordinance within 30 days, the City may perform the maintenance on the Stormwater Management Easement Premises and the PCMBP; provided, however, that the City may enter upon the Property and perform such maintenance work as should have been undertaken by the Owner, without notice to the Owner, in an emergency (e.g. where personal injury or material damage to property may be imminent). The Owner shall be liable for the cost of any maintenance performed by the City pursuant to this Agreement and must promptly reimburse the City for such costs, with interest at a statutory pre-judgment rate calculated from the date of expenditure, within 60 days after the City provides the Owner with a detailed invoice.

SECTION 4. GRANT OF EASEMENT. The Owner grants, conveys and dedicates to the City a perpetual non-exclusive easement in, at, over, along, across, through, upon and under the Stormwater Management Easement Premises, solely to inspect, maintain, and repair and replace the Stormwater Management Easement Premises and the PCMBP, together with all reasonable rights of ingress and egress over, along, across, and upon the Property necessary for the exercise of the rights granted in this Agreement.

SECTION 5. ENFORCEMENT. In addition to other remedies provided for in this Agreement, upon the Owner's failure to maintain the Stormwater Management Easement area (after notice where required as aforesaid) or to comply with the terms of this Agreement, the City shall be entitled to all remedies at law or equity to enforce this agreement, including all remedies for the abatement of a nuisance, which remedies shall be cumulative and not exclusive. If a judgment is entered against the Owner, the Owner shall pay all reasonable attorneys' fees and costs of the City. The City shall not be liable to the Owner or any party

claiming through the Owner for any damage caused by it in the performance of any maintenance undertaken pursuant to this agreement. Failure to enforce a right granted hereunder shall not be deemed a waiver of such right or any other rights hereunder. No party shall be liable for failure to enforce the provisions hereof.

SECTION 6. COVENANTS RUNNING WITH THE LAND. The easement and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are and will be easements, rights, restrictions, agreements and covenants running with the land, are to be recorded against the Property, and are binding upon and inure to the benefit of the Owner and the City and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Stormwater Management Easement Premises and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

SECTION 7. ASSIGNMENT OF RIGHTS. The Owner agrees that the City may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation will be conducted in a good and workmanlike manner.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the City:

City of Warrenville 3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler, Public Works Director

with a copy to:

Elrod Friedman LLP
350 N. Clark Street, 2nd Floor
Chicago, IL 60654
Attention: Brooke D. Lenneman
Email: brooke.lenneman@elrodfriedman.com

If to Owner:

Executive Director
Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555

with a copy to:

Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. The City hereby warrants and represents to the Owner that: (i) the persons executing this Agreement on its behalf have been properly authorized to do so by the City; (ii) the City has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; (iii) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (iv) neither the execution of this Agreement nor the performance of the obligations assumed by the City will violate any statute, law, restriction, court order, or agreement to which the City is subject. The Owner hereby warrants and represents to the City that: (i) the Owner is the record and beneficial owner of fee simple title to the Property; (ii) no other person has any legal, beneficial, contractual, or security interest in the Property; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Property as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

D. Recording. The Owner will record this Agreement against the Property with the Office of the DuPage County Recorder's Office promptly following the full execution of this Agreement by the Parties.

E. **Non-Waiver.** The City and the Owner will be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of any party to exercise at any time any right granted to such party is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect any party's right to enforce that right or any other right.

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

G. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the easements granted pursuant to this Agreement. All representations and warranties contained in this Agreement will survive the expiration and termination of the permanent and temporary easement rights herein granted.

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

WARRENVILLE PARK DISTRICT



Tim Reinbold, Secretary



Denise DiCianni, President

ATTEST:

CITY OF WARRENVILLE

Julie Clark, City Clerk

Cristina White, City Administrator

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2025, by Cristina White, City Administrator of the City of Warrenville, an Illinois municipal corporation, and by Julie Clark, the City Clerk of said municipal corporation.

Signature of Notary

SEAL
My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on October 16th, 2025, by Denise DiCianni, President of the Board of Commissioners of Warrenville Park District, an Illinois municipal corporation and body politic, and by Tim Reinbold, the Secretary of said municipal corporation.

Penny S Thrawl

Signature of Notary

SEAL
My Commission expires: 7/12/2027

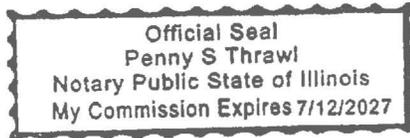


EXHIBIT A

Legal Description of the Property

A TRIANGLE IN THE EAST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY AND ADJOINING THE FORMER 100 FOOT RIGHT OF WAY OF THE CHICAGO AURORA AND ELGIN RAILROAD, NORTHERLY OF THE CENTER LINE OF WILLIAMS ROAD (NOW WARRENVILLE ROAD); AND WESTERLY OF THE WEST LINE OF LAND FORMERLY OWNED BY ALICE P. COLEMAN, IN DUPAGE COUNTY, ILLINOIS

LOCATED AT THE NORTHEAST CORNER OF WARRENVILLE ROAD AND ILLINOIS PRAIRIE PATH TRAIL IN THE CITY OF WARRENVILLE, ILLINOIS 60555

Permanent Real Estate Index No.04-34-401-001

EXHIBIT B

Legal Description and Depiction of the Stormwater Management Easement

THAT PART OF THE EAST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE FORMER 100 FOOT RIGHT OF WAY OF THE CHICAGO AURORA AND ELGIN RAILROAD WITH THE WESTERLY LINE OF THE LAND FORMERLY OWNED BY ALICE P. COLEMAN, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF KAY NELSON - PLYMOUTH TUBE RESUBDIVISION RECORDED AS DOCUMENT R90-134219; THENCE SOUTH 04 DEGREES 54 MINUTES 35 SECONDS WEST ALONG SAID WESTERLY LINE ALSO BEING THE WEST LINE OF SAID LOT 1, A DISTANCE OF 72.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 95.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 95.00 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 22 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LOCATED AT THE NORTHEAST CORNER OF WARRENVILLE ROAD AND ILLINOIS PRAIRIE PATH TRAIL IN THE CITY OF WARRENVILLE, ILLINOIS 60555

Permanent Real Estate Index No.04-34-401-001

EXISTING IMPERVIOUS AREA= 0 SF
 PROPOSED PICKLEBALL COURT IMPERVIOUS AREA= 4,480 SF
 PROPOSED PATH EXTENSION= 50 SF
 TOTAL NEW IMPERVIOUS AREA= 4,530 SF
 NET NEW IMPERVIOUS AREA= 4,530 SF

REQUIRED PCBMP VOLUME=
 4,530 SF X 1.25"/12" = 472 CF
 PROVIDED PCBMP VOLUME= 476 CF

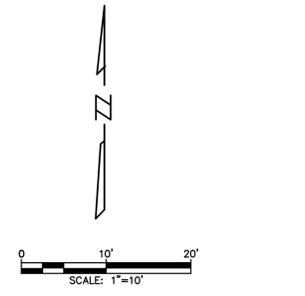
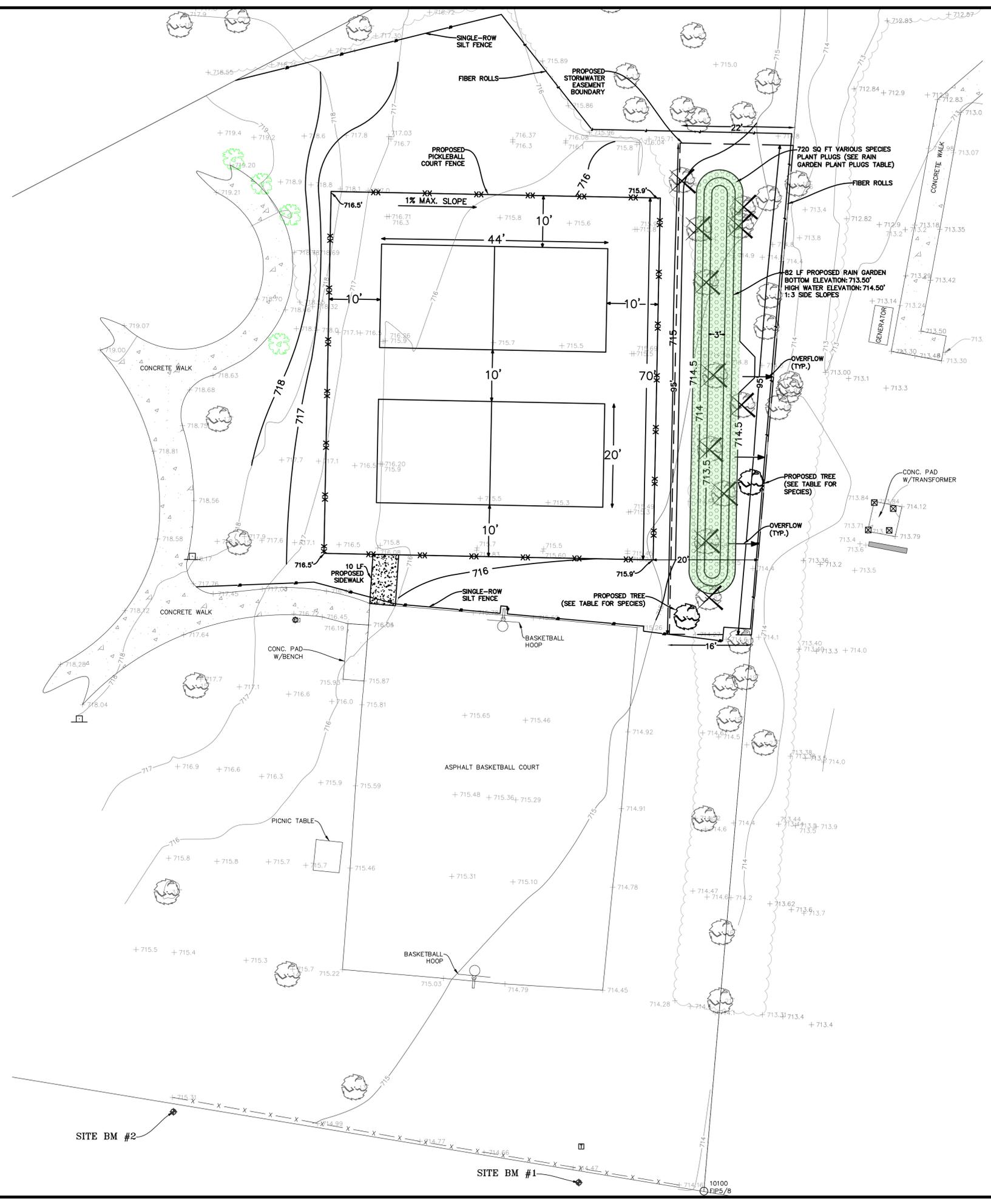
Tree Plantings		
Scientific Name	Common Name	Qty.
<i>Carpinus caroliniana</i>	Blue Beech	2
Rain Garden Plant Plugs		
Scientific Name	Common Name	Qty.
<i>Carex muskingumensis</i>	Palm Sedge	150
<i>Carex vulpinoidea</i>	Foxtail Sedge	150
<i>Echinacea purpurea</i>	Purple Coneflower	50
<i>Iris virginica</i>	Blue Flag	25
<i>Liatris spicata</i>	Marsh Blazingstar	25
<i>Lobelia cardinalis</i>	Cardinal Flower	50
<i>Lobelia siphilitica</i>	Great Blue Lobelia	50
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	50
<i>Physostegia virginiana</i>	False Dragonhead	25
<i>Pycnanthemum tenuifolium</i>	Mountain Mint	20
<i>Rudbeckia triloba</i>	Black Eyed Susan	25
<i>Symphotrichum novae-angliae</i>	New England Aster	50
<i>Tradescantia ohiensis</i>	Spiderwort	25
<i>Zizia aurea</i>	Golden Alexander	25
TOTAL		720

Plugs planted on 16" centers in odd numbered drifts of 3-7

NOTE:
 THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE PARK ENTRANCE BETWEEN THE CHAIN-LINK FENCE LOCATED AT THE R.O.W. BOUNDARY. (SEE GENERAL NOTES SHEET)

NOTE:
 SINGLE-ROW SILT FENCE AND FIBER ROLL WILL BE INSTALLED BY WARRENVILLE PARK DISTRICT.

NOTE: SEED AND BLANKET WILL BE FURNISHED AND INSTALLED BY WARRENVILLE PARK DISTRICT



- LEGEND**
- *—*— = PROP. PICKLEBALL COURT FENCE
 - - - = PROP. EASEMENT LINE
 - SF- = SINGLE-ROW SILT FENCE
 - F- = FIBER ROLLS
 - = EX. PROPERTY LINE
 - = EX. BUILDING LINE
 - - - - - = EX. CHAIN-LINK FENCE
 - +—+— = EX. CONCRETE CURB & GUTTER
 - ~—~— = EX. TREE/BRUSH LINE
 - 780— = EX. 1 FOOT CONTOURS
 - ⊙ = FOUND IRON PIPE OR ROD
 - ⊕ = EX. ELECTRICAL METER
 - ⊕ = EX. GAS METER
 - ⊕ = EX. WATER METER
 - ⊕ = EX. AIR CONDITIONING UNIT
 - +700.00 = EX. SPOT ELEVATION
 - ☀ = EX. CONIFEROUS TREE
 - ☀ = EX. DECIDUOUS TREE
 - ✕ = TREE REMOVAL
 - ⊕ = PROP. TREE
 - ⊕ = PROP. RAIN GARDEN PLANT PLUGS

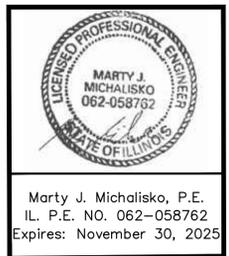
- ABBREVIATIONS**
- A = ARC LENGTH
 - B.S.L. = BUILDING SETBACK LINE
 - CH = CHORD
 - CONC. = CONCRETE
 - DOC. = DOCUMENT
 - E = EAST
 - FIP = FOUND IRON PIPE
 - FIR = FOUND IRON ROD
 - INV. = INVERT
 - N = NORTH
 - R = RADIUS
 - R.C.P. = REINFORCED CONCRETE PIPE
 - R.O.W. = RIGHT OF WAY
 - S = SOUTH
 - W = WEST
 - T/PIPE = TOP OF PIPE
 - (XXX.XX) = RECORD INFORMATION
 - XXX.XX = MEASURED INFORMATION

SITE BENCHMARKS

SITE BENCHMARK (BM) #1
 CUT CROSS IN SIDEWALK APPROXIMATELY 38' SOUTH OF THE SOUTHEAST CORNER OF THE BASKETBALL COURT.
 ELEV: 714.42 (NAVD 88)

SITE BENCHMARK (BM) #2
 CUT CROSS IN SIDEWALK APPROXIMATELY 43' SOUTHWEST OF THE SOUTHWEST CORNER OF THE BASKETBALL COURT.
 ELEV: 715.21 (NAVD 88)

P.E. SIGNATURE: *[Signature]*



PROFESSIONAL DESIGN FIRM NUMBER: 184.001186
 LICENSE EXPIRES APRIL 30, 2027

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN ENGINEERING SERVICES RELATED TO THE AURORA EMERGENCY
INTERCONNECT AND WATER MAIN LOOP FROM FERRY ROAD TO DUKE PARKWAY**

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 ENTERPRISES, INC.** 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 engineering services and to perform the work in connection with the project described as follows: the Aurora emergency interconnect and water main loop, from Ferry Road to Duke Parkway (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”**), which Scope of Services is comprised of the documents labeled Attachment A, Attachment B, and Attachment C. 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 July 1, 2026 (**“Time of Performance”**).

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

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

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

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

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

H. Compliance with Laws and Grants.

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

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

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

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$55,458.00 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses.

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 has not been included, or fully included, in a Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

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

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

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

SECTION 3. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 4. TERM OF AGREEMENT.

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

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

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

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

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

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

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

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

SECTION 6. WARRANTY.

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

SECTION 7. CONSULTANT REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

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

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

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

SECTION 9. DEFAULT.

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

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

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

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

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

SECTION 10. GENERAL PROVISIONS.

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

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

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

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

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

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

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: Public Works Director
E-mail: pkuchler@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 Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attention: **[PROJECT SUPERVISOR]**
Email: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

**Agreement for Professional Services - Design Engineering
City of Warrenville
Aurora Emergency Interconnect and
Water Main Loop from Ferry Road to Duke Parkway**

Attachment B – Scope of Services

The City of Warrenville requires Final Design Engineering services to construct an emergency interconnect with the City of Aurora that includes a meter vault and approximately 300 feet to 400 feet of water main just to the west of the intersection of Barkley Avenue and Duke Parkway while also identifying a potential water main loop routing from Ferry to Duke Park Way at this same location.

The following list of work items establishes the scope of engineering services for this project:

CONCEPTUAL DESIGN - FERRY ROAD TO DUKE PARKWAY WATER MAIN LOOP:

1.1 Project Administration

- Attend one (1) progress meeting to review findings of Conceptual Options No. 1 and 2

1.2 Option No. 1 - Investigate technical feasibility of boring and jacking 900'+/- of steel casing pipe and/or directional drilling under Amazon's property

- Coordinate with specialized boring and jacking contractor
- Coordinate with specialized directional drilling contractor
- Site visit to determine feasibility
- Prepare conceptual drawing of water main location
- Determine if impacts to Amazon's site can be eliminated during construction
- Initial coordination with Amazon to determine if the routing is acceptable
- Prepare a conceptual cost estimate

1.3 Option No. 2 - Investigate potential water main route east of the detention basin and along private properties

- Prepare conceptual drawing of water main location
- Site visit to determine feasibility
- Determine properties to be impacted and number of easements needed to be secured to construct improvements
- Determine construction methods given potential detention basin impacts
- Prepare a conceptual cost estimate

FINAL DESIGN ENGINEERING – AURORA EMERGENCY INTERCONNECT:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the City and Subconsultants (Electrical Engineer)



2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and EEI prior to Bidding

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
- Internal QA/QC

2.6 Coordination with City of Aurora

- Provide 60% Engineering Plans for Comments from Aurora
- Provide 90% Engineering Plans for Comments from Aurora
- Provide 100% Engineering Plans for Comments from Aurora

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant:
Electrical Engineer (Archer Consulting)

EXCLUSIONS

The above scope of services does not include the following:

- Geotechnical and CCDD
- Bidding and Contracting
- Property Negotiations
- Environmental Surveys
- Permits and Regulatory sign-offs
- Preparation of plats of easements
- Coordination of final agreement with Amazon

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment D) in effect at the time the extra work is performed.



**ATTACHMENT B: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT		PROJECT NUMBER	
City of Warrenville		WV2501	
PROJECT TITLE		DATE	PREPARED BY
Aurora Emergency Intrerconnect and Water Main Loop from Ferry Road to Duke Parkway		1/7/26	MLP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN	HOURS	COST
		RATE	\$251	\$243	\$218	\$193	\$243	\$182	\$175	\$182	\$171	\$75		
CONCEPTUAL DESIGN - FERRY ROAD TO DUKE PARKWAY WATER MAIN LOOP														
1.1	Project Administration		3	3	-	3	-	-	-	-	-	-	9	\$ 2,061
1.2	Investigate Option No. 1 - Through the Amazon Property		3	6		24					8		41	\$ 8,211
1.3	Investigate Option No. 2 - East Side of Detention Basin Via Private Property		3	6		24					8		41	\$ 8,211
Conceptual Design - Ferry Road to Duke Parkway Water Main Loop Subtotal:			9	15	-	51	-	-	-	-	16	-	91	\$ 18,483
FINAL DESIGN ENGINEERING - AURORA EMERGENCY INTERCONNECT														
2.1	Project Management and Administration		2	-	4	4	-	-	-	-	-	-	10	\$ 2,146
2.2	Project Meetings		2	-	4	4	-	-	-	-	-	1	11	\$ 2,221
2.3	Topographic Survey & Easements		-	-	1	-	5	12	-	-	-	-	18	\$ 3,617
2.4	Utility Coordination		-	-	3	6	-	-	-	-	-	-	9	\$ 1,812
2.5	Final Plans, Specifications, and Estimates		6	-	24	40	-	-	-	2	40	1	113	\$ 21,737
2.6	Regulatory Agency Coordination and Permitting		-	-	4	10	-	-	-	-	-	-	14	\$ 2,802
2.7	Coordination with City of Aurora		3	-	3	6	-	-	-	-	-	1	13	\$ 2,640
Final Design Engineering - Aurora Emergency Interconnect Subtotal:			13	-	43	70	5	12	-	2	40	3	188	\$ 36,975
PROJECT TOTAL:			22	15	43	121	5	12	-	2	56	3	279	55,458

EEL STAFF

- PIC Principal In Charge
- SPM Senior Project Manager
- PM Project Manager
- SPE 1 Senior Project Engineer I
- SPT 2 Senior Project Technician II
- SPT 1 Senior Project Technician I
- ST Senior Technician
- ADMIN Administrative Assistant
- CM CAD Manager

DIRECT EXPENSES

Printing/Postage =	\$ 50
Electrical =	\$ 3,000
Geotechnical/CCDD =	\$ -
DIRECT EXPENSES =	\$ 3,050

LABOR SUMMARY

EEL Labor Expenses =	\$ 55,458
TOTAL LABOR EXPENSES	\$ 55,458

TOTAL COSTS \$ 58,508



ATTACHMENT C: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
City of Warrenville		WV2501	
PROJECT TITLE		DATE	PREPARED BY
Aurora Emergency Interconnect and Water Main Loop from Ferry Road to Duke Parkway		1/7/25	MLP

TASK NO.	TASK DESCRIPTION	2026										
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
CONCEPTUAL DESIGN - FERRY ROAD TO DUKE PARKWAY WATER MAIN LOOP												
2.1	Project Administration											
2.2	Investigate Option No. 1 - Through the Amazon Property											
2.3	Investigate Option No. 2 - East Side of Detention Basin Via Private P											
FINAL DESIGN ENGINEERING - AURORA EMERGENCY INTERCONNECT												
2.1	Project Management and Administration											
2.2	Project Meetings											
2.3	Topographic Survey											
2.4	Utility Coordination											
2.5	Final Plans, Specifications, and Estimates											
2.6	Regulatory Agency Coordination and Permitting											
2.7	Coordination with City of Aurora											

Note: Schedule is highly dependent on topographic survey (given winter season) and IEPA review times.





ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

ATTACHMENT D - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY

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

Signature
City Administrator

_____, 20____
Date

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

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

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

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

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

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

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

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

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

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

CITY OF WARRENVILLE**MEMO**

To: Mayor and City Council
From: Monica Johnson, TAC Chair
CC: Anthony Aguilar, Accountant
Subject: FY 2027 Hotel Tax Grant Award Recommendation
Date: January 6, 2026

OVERVIEW

On behalf of the Tourism and Arts Commission (TAC), I am pleased to present a recommendation for the FY 2027 Hotel Tax Grant Award Program for review. This year, 15 applications were submitted by the required deadline. All 15 of the applications are for similar or recurring events/projects that have been previously recommended for funding by TAC.

Grant requests for the proposed FY 2027 projects totaled \$140,951. After a review of this year's applications, TAC is recommending funding for all 15 projects, with proposed grant awards totaling \$134,614. In comparison to FY26, grant award funding recommendations increased by \$10,886 for the same number of projects. TAC believes the funding of these grants will help Warrentville's organizations provide a variety of events for the enjoyment of residents and out-of-town guests, who, we hope, will again be supporting our local businesses and hotels as they partake in events in the city.

BUDGET

Per Council policy, TAC must make their recommendations within a \$150,000 budget and this recommendation is well within that amount. When applications are submitted, line items for each project's proposed expenses are broken down into four categories: Events, Tourism, Arts, and Capital, which are then totaled across all applications. TAC is asked to ensure that no one funding category be awarded more than 50% of the total hotel grant funding. TAC's FY 2027 recommendation adheres to this policy.

FY 2027 HOTEL TAX APPLICATIONS AND TAC RECOMMENDATIONS

Exhibit 1 lists the proposed projects in the first column. The second column shows a series of numbers starting with the total grant funding request amount, followed by the total recommended grant award, and the grants awarded that applicant in the previous two years, if available. The remaining columns show the breakdown of funding into each of the four funding categories. A detailed narrative about each project is provided in Exhibit 2.

Summarizing TAC's recommendations, the largest grant award would be for Warrentville in Bloom at \$32,565 with Warrentville Park District following at \$24,083 for the Multi-Cultural Festival. The Park District's Art on the Prairie and Warrentville Library District's Concert on the Commons are both being recommended for funding at \$17,288 and \$16,799, respectively, while funding for the Park District's Fall Fest is being recommended at \$13,671. The Historical Society's Community Celebration Banners are recommended for funding at \$5,565, while the remaining nine projects are being recommended for funding at levels below \$5,000.

The Commission finalized its review of the applications at its December 3, 2025, meeting. The following Commission members joined me in attendance: Commissioners Dina, Osborn, and Owens. Also in attendance was Staff Liaison Anthony Aguilar. The Commission unanimously passed a motion recommending funding of the applications in the amounts shown.

Exhibit 1 – Projects

CATEGORICAL BREAK DOWN OF FUNDS					
Project	TOTALS	EVENT	TOURISM	ARTS	CAPITAL
<u>Spring Tea</u>					
Request Total	\$700				
Recommended	\$700	\$350	\$0	\$350	\$0
FY26 Award	\$700	\$350	\$0	\$350	\$0
FY25 Award	\$700	\$350	\$0	\$350	\$0
<u>Albright Inspired Artist-in-Residency</u>					
Request Total	\$2,000				
Recommended	\$2,000	\$0	\$0	\$2,000	\$0
FY26 Award	\$2,000	\$0	\$0	\$2,000	\$0
FY25 Award	\$3,500	\$0	\$0	\$2,000	\$1,500
<u>Paint the Ville</u>					
Request Total	\$1,000				
Recommended	\$1,000	\$0	\$0	\$1,000	\$0
FY26 Award	\$1,000	\$0	\$0	\$1,000	\$0
FY25 Award	\$1,000	\$0	\$0	\$1,000	\$0
<u>Walking (Mobile) Tour</u>					
Request Total	\$3,524				
Recommended	\$3,524	\$2,312	\$1,212	\$0	\$0
FY26 Award	\$2,112	\$2,112	\$0	\$0	\$0
FY25 Award	\$2,112	\$2,112	\$0	\$0	\$0
<u>America 250– Our Story, Our Future</u>					
Request Total	\$3,862				
Recommended	\$3,862	\$1,000	\$0	\$970	\$1,892
<u>Art Program-Community Celebration Banners</u>					
Request Total	\$5,565				
Recommended	\$5,565	\$0	\$0	\$5,565	\$0
CATEGORICAL BREAK DOWN OF FUNDS					
Project	TOTALS	EVENT	TOURISM	ARTS	CAPITAL
<u>Concerts on the Commons</u>					
Request Total	\$21,299				
Recommended	\$16,799	\$0	\$99	\$16,700	\$0

FY26 Award	\$12,746	\$0	\$96	\$12,650	\$0
FY25 Award	\$11,096	\$0	\$96	\$11,000	\$0
<u>Musical Matinees</u>					
Request Total	\$4,399				
Recommended	\$4,399	\$0	\$99	\$4,300	\$0
FY26 Award	\$4,471	\$0	\$96	\$4,375	\$0
FY25 Award	\$3,446	\$0	\$96	\$3,350	\$0
<u>Art on the Prairie</u>					
Request Total	\$17,915				
Recommended	\$17,288	\$5,602	\$3,686	\$8,000	\$0
FY26 Award	\$18,261	\$5,471	\$4,840	\$7,950	\$0
FY25 Award	\$18,430	\$5,848	\$4,672	\$7,910	\$0
<u>Fall Fest</u>					
Request Total	\$13,671				
Recommended	\$13,671	\$8,497	\$504	\$4,380	\$290
FY26 Award	\$12,343	\$7,190	\$557	\$4,080	\$516
FY25 Award	\$11,538	\$7,056	\$557	\$3,400	\$525
<u>Lunchtime Live</u>					
Request Total	\$3,200				
Recommended	\$3,200	\$0	\$250	\$2,950	\$0
FY26 Award	\$3,225	\$0	\$250	\$2,975	\$0
FY25 Award	\$3,275	\$0	\$250	\$3,025	\$0
<u>Movies in the Park</u>					
Request Total	\$1,158				
Recommended	\$1,158	\$1,020	\$100	\$0	\$38
FY26 Award	\$1,801	\$1,560	\$150	\$0	\$91
FY25 Award	\$1,665	\$1,440	\$150	\$0	\$75
<u>Multi-Cultural Festival</u>					
Request Total	\$24,083				
Recommended	\$24,083	\$8,248	\$2,329	\$13,290	\$216
FY26 Award	\$23,336	\$8,329	\$2,183	\$12,540	\$284
FY25 Award	\$20,668	\$7,658	\$2,183	\$10,610	\$217

CATEGORICAL BREAK DOWN OF FUNDS					
Project	TOTALS	EVENTS	TOURISM	ARTS	CAPITAL
<u>WIB</u>					
Request Total	\$33,105				
Recommended	\$32,565	\$3,000	\$1,438	\$0	\$28,127
FY25 Award	\$30,189	\$3,440	\$766	\$0	\$25,983
FY24 Award	\$30,830	\$3,100	\$1,600	\$0	\$26,130
<u>WIB Calendar</u>					
Request Total	\$5,470				
Recommended	\$4,800	\$0	\$4,800	\$0	\$0
FY26 Award	\$4,700	\$0	\$4,700	\$0	\$0
FY25 Award	\$4,500	\$0	\$4,500	\$0	\$0

Exhibit 2 - FY 2026 Grant Application Information

Provided below is a brief description of each project. The projects are listed in the same order as shown in Exhibit 1.

Annual Warrenville Spring Tea

Description: April 2027 will feature the 23rd Annual Spring Tea hosted by the Historical Society, taking place once again at Warrenville's VFW Post 8081. The Tea features a luncheon and includes entertainment that is historic in nature. Warrenville teens are trained in formal dinner service and take on these duties for the guests that day. Warrenville residents invite guests to attend, and on average, a quarter of the attendees are from outside of our city. The event helps to raise funds for college scholarship awards for Warrenville teens.

Attendance: 130; no overnight stays

Albright-Inspired Artist-in-Residency Program

Description: This program began in 2015 to further promote the Warrenville connection to the internationally known Albright family of artists, Adam Emory Albright and his sons, Ivan and Malvin, as well as to expand the Historical Society's offerings beyond their art gallery. Each year, they put out a call for artists, asking each artist for a proposal for the creation of new artwork that will be inspired by one of the three Albright artists. Work by the chosen artist will begin in the fall. Duties will include creating artwork to be displayed at various businesses and public locations, as well as public programming throughout the spring and fall, including a visit to a Warrenville classroom to inspire students with an art project. At least one art piece will become a part of the Warrenville Historical Society's collection.

Attendance: 3000; no overnight stays

Paint the 'Ville Plein Air Painting Competition and Show

Description: The Historical Society is proposing its 7th Plein Air Painting Competition. ("Plein Air" refers to the act of painting subject matter right on site, in outdoor daylight, rather than in the studio from photo or memory.) Interestingly, the idea originated from a suggestion by an America in Bloom judge, who was inspired by Warrenville's Artist-in-Residency program and the Historical Society's tradition for sponsoring art exhibits. Selected artists will paint on as many of the three planned plein air event dates as they'd like, at various locations around Warrenville, and the public will be invited to enjoy the artistic processes on display as they work. Dates will coordinate with the new Warrenville Mercantile in Leone Schmidt Heritage Park for cross-promotion when possible. Paintings from these three dates will be submitted for exhibit at the Historical Museum and Art Gallery in the fall, where the public will be encouraged to vote for the painting that will become part of Warrenville's permanent collection.

Attendance: 1,000 and no overnight stays

Historic Warrenville Mobile Tour

Description: The mobile tour has been active for residents and guests for 13 successful years and continues to engage users by focusing on a variety of topics, including general history, historical architecture, art history, local family history, business history, and topics that are popular in pop culture. For the proposed 14th year, the tour will be rebranded to coincide with Illinois250 – Illinois' component to connect to the America250 commemoration of the events of 1776. During this anniversary year, Warrenville's rich Native American history connections will be highlighted. The early days of Warrenville will also be featured, including the city's ties to the Albright family of artists, and the many links Warrenville has to events outside of our boundaries, such as the Iroquois Theatre Fire and the California Gold Rush. This year, a special historic map will be printed to coincide with the country's 250th anniversary, which will allow non-digital users to participate in the history being shared. The tour is free and can be accessed through the tour's website or by using a smart device throughout Warrenville on the STQRY/OnCell app. Information about this tour platform is shared with local bike shops and places of interest for those who utilize the local trail system. Users, including students and teachers inside their classrooms anywhere in the world, can listen to or read descriptions of specific sites in Warrenville, as well as see associated historical images.

Attendance: 3,500; no overnight stays

Scouts' Program: America250 –Our Story, Our Future

Description: With a focus on engaging the next generation, the Historical Society is developing this collaborative program, which will feature five events across the summer, designed specifically for scout groups. This program plans to provide meaningful opportunities for exploring American history –such as scavenger hunts, historic trail hikes, and the creation of an interactive timeline, while connecting national themes to Warrenville's history. This program will not only introduce young participants to national history but will also empower them to see themselves as part of Warrenville's on-going story.

Attendance: 300 scouts/300 additional public attendees and no overnight stays

Community Celebration Banners

Description: To help mark the national America250 commemoration in the summer of 2026, the Historical Society proposes to partner with the Kostopoulos family, owners of the shopping complex at Route 59 and Batavia Road, to install a rotating banner display across the parking lot. The display will showcase a combination of historic images from the Museum's collection with contemporary photographs from the Historical Society's community photo exhibit. In autumn 2026, the banner exhibit will shift to honor Warrenville's

veterans, highlighting individuals who have served in the armed forces. Together, these two rotating displays will weave Warrenville's local story into both a national commemoration of America's 250th anniversary and a local tribute to community service.

Attendance: 10,000 and no overnight stays

Concerts on the Commons

Description: A series of nine, free, outdoor musical performances on Bob Walters Commons will once again be sponsored by the Warrenville Public Library on Wednesday evenings from mid-June through mid-August. This popular concert series, being proposed for its 18th year, features a wide variety of popular music from rock and pop to country and oldies, and is attended by all age groups from across the western suburbs.

Attendance: Attendance in 2025 averaged 220/concert; no overnight stays

Notes and Restrictions

- Reimbursements cannot be used for guarantees for food trucks

Sunday Musical Matinees

Description: Sunday Musical Matinees is a series of free, live concerts that are held at the Warrenville Public Library. Seven concerts will be held during the season, once a month on Sunday afternoons from September 2026 through March 2027.

Attendance: 50 attendees per concert on average; one overnight stay (out of town performer)

Art on the Prairie Art and Music Festival

Description: This event continues to be a two-day, outdoor Art and Music Festival that features artwork and performing artists hosted by the Warrenville Park District. Art on the Prairie attracts both local and out of town artists for a Juried Art Fair and features ethnic, folk, and jazz musical and/or dance performances. A Paint Station, as well as a face painter and a balloon artist, have become family favorites at this event, as well. Pending approval, wine and microbrew tasting will be available, organized by a local business. The *Many Faces of Warrenville* banner art program will again feature local artists' work on light pole banners celebrating the festival.

Attendance: 1000 estimated; Overnight stays will depend on the artists who participate

Notes and Restrictions

- Reimbursements cannot be used for Park District staffing
- Theatre and Music Performers Line Item can only be used for performers
- Off-Duty Officer expense will not be eligible for reimbursement

Fall Family Fun Fest

Description: Highly popular and family-centered, this annual Park District event includes a costume parade, games and prizes, crafts, live entertainment, inflatables, a petting zoo, beverages, and fresh grilled food for purchase. The event proposed for FY27 will feature a live band, the Headspin Guy, face painters, and balloon artists.

Attendance: 850+ attendees; Overnight stays are unlikely

Notes and Restrictions

- Funds cannot be used for Park District staff

Lunchtime Live

Description: The Park District is proposing to continue this popular and continually growing, free children's summer concert series for an 8th year. The grant would fund four children's entertainers. Rather than spreading performances across the summer as in previous years, events will all be held in June, due to ongoing construction at Cerny Park.

Attendance: 100+ /event and no overnight stays

Notes and Restrictions

- Funds cannot be used for Park District staffing
- Must apply for park rental prior to event(s)

Summer Movies in the Park

Description: The Park District is requesting funding for their 9th Annual Summer Movies in the Park, which is free to the public. Family-friendly movies are projected on a 16' inflatable screen beginning at dusk at Cerny Park one evening per month in June and July. (August movie is not planned for this year, as attendance in past years had dropped off in August, most likely due to school starting.) A local vendor will again be used to provide concessions.

Attendance: 100+ /event and no overnight stays

Notes and Restrictions

- Funds cannot be used for Park District staffing
- Must apply for park rental prior to event(s)

Warrenville Multi-Cultural Festival

Description: The Warrenville Park District's Award-Winning Multi-Cultural Festival, proposing a fifth year in FY27, will continue to celebrate the vibrant cultures that make Warrenville a strong and diverse community. This free event, held outdoors at the City Hall complex, will continue to be a fun afternoon of live performances to encourage social cohesion and inter-community harmony, hoping to enrich our cultural vitality in ways that may impact generations to come. Coloring murals, an international flag display, yard games, and musicians/performing arts acts will all be featured at the event. Attendees will also be treated to the talents of face painters, balloon twisters, and a henna tattoo artist. Food trucks will be available on-site.

Attendance: 1000+ with few to no overnight stays

Notes and Restrictions

- Funds cannot be used for Park District staffing

Warrenville In Bloom Beautification Program

Description: WIB is requesting funds to continue their mission to beautify strategic locations in the community with plants and flowers and to maintain those planters and gardens as long as possible through the summer. The Curb Appeal program acknowledges citizens' efforts with yard signs for lawns that are well cared for and beautified.

Attendance: No overnight stays –beautification of Warrenville can be enjoyed by residents and visitors alike

Notes and Restrictions

- Funds cannot be used for logo notepads (giveaways)

Warrenville In Bloom 2027 Photo Calendar

Description: WIB is requesting funds to print a 2027 version of a calendar featuring color photos. WIB has printed calendars since 2025 using Hotel Tax Grant funds and would like to continue this effort to raise awareness of their mission and to highlight the beauty of nature. The calendars are free to residents at-large while supplies last at various local businesses, schools, medical offices, and municipal buildings. City meetings and events will be accessible with a QR code printed on the calendar.

Notes and Restrictions

- Grant award includes funds for saddle stitching 1000 calendars, which saves \$670 over spiral binding and makes calendars more easily recyclable



Warrenville Historical Society
 3 S 530 Second Street
 PO Box 311
 Warrenville, IL 60555
info@warrenvillehistorical.org

January 9, 2026

City of Warrenville
 28W701 Stafford Place
 Warrenville, IL 60555

Dear City Council Members,

The Historical Society would like to extend our gratitude to the City of Warrenville for your grant to allow the Historical Society to contract for a part-time Director/Curator. Your support has allowed our Museum to grow over the past sixteen years and in these times with sustained increased costs, this grant has been instrumental in allowing us to maintain our important work of engagement with the community around local history. By making the investment in our community's rich heritage, you have also helped us to expand our work of preserving Warrenville's past and work to make sure Warrenville history is accessible to all.

As we look forward to another year of expanded programming and activation in Leone Schmidt Heritage Park with the new addition of Warrenville Mercantile, we respectfully request that you continue your support of our mission and work with a renewed grant of \$25,000.

Over the past fifteen and a half years, the Historical Society has contracted with Sara Phalen, an academically trained museum professional with a museum studies graduate degree, law degree and masters in non-profit management. She, with the support of our board of directors, have continued museum operations, developing exhibitions and educational programs, community outreach, interactions with other museums, organizations, schools and individuals in the pursuit of historic education, accumulation of historic items, coordination of programs with various other organizations and local school districts, accessioning of Museum artifacts, and receiving and responding to requests for information and historical documentation. Over the past eight years, Sara has also taken part in inclusivity and accessibility work in the larger museum field and is honored to serve on the City's IDEC Commission as well. In 2024, Sara was appointed by Governor Pritzker to the Illinois America 250 Commission and is helping to represent Warrenville and other small museums in the state's commemoration of the 250th Anniversary of the United States which will take place this year.

We could not accomplish all we have done without your past support. Thank you. The Historical Society is also grateful for all the encouragement and collaboration the City of Warrenville has provided over the years. We look forward to our continued partnership as we continue to activate Warrenville history for all. Please feel free to contact me with any questions you might have.

Respectfully,

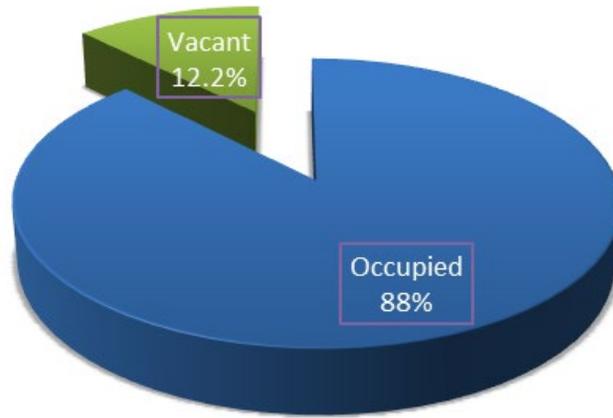
Melissa Simmons, President



Warrenville Retail Space Inventory

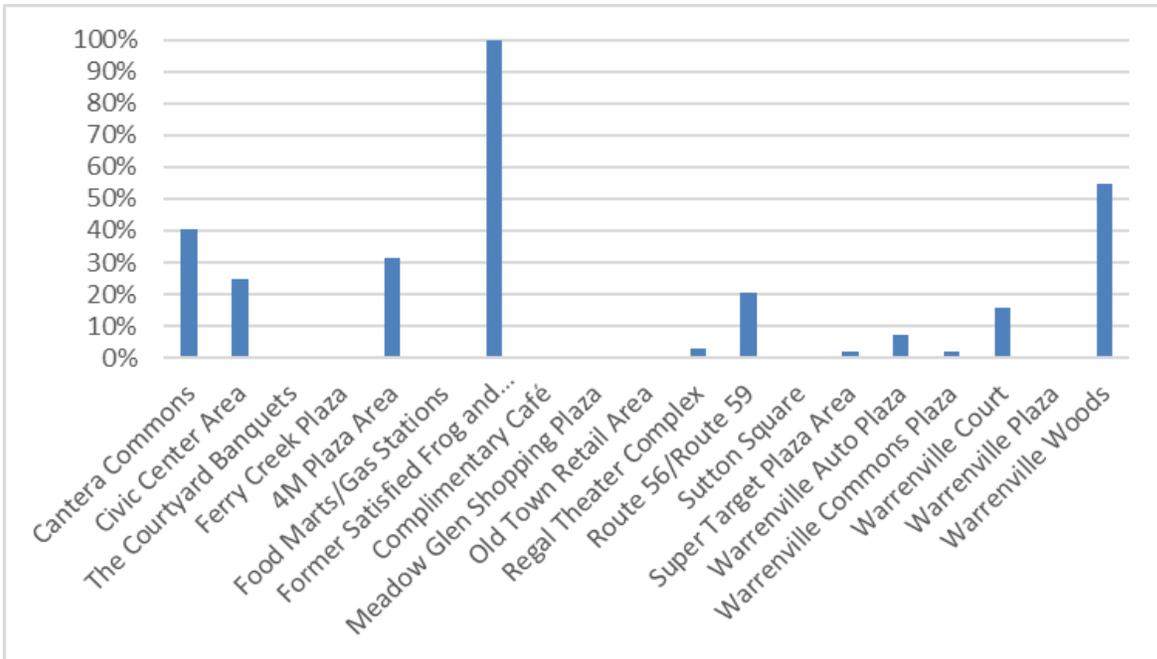
January 2026

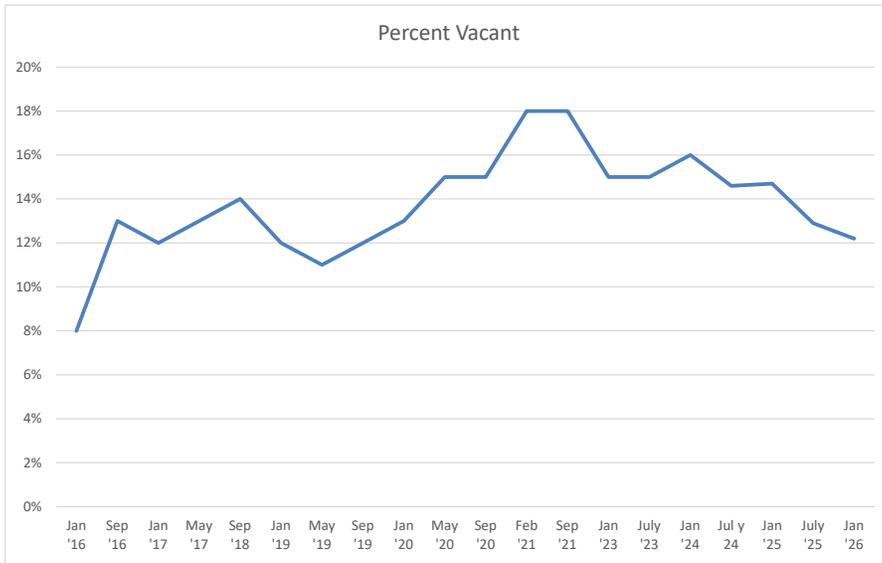
Prepared By: Community Development Department



Total Retail Space

■ Occupied ■ Vacant





Date	Percent Vacant
Jan '16	8%
Sep '16	13%
Jan '17	12%
May '17	13%
Sep '18	14%
Jan '19	12%
May '19	11%
Sep '19	12%
Jan '20	13%
May '20	15%
Sep '20	15%
Feb '21	18%
Sep '21	18%
Jan '23	15%
July '23	15%
Jan '24	16%
Jul y 24	14.6%
Jan '25	14.7%
July '25	12.9%
Jan '26	12.2%

Warrenville Retail Space Inventory Summary

Retail Center	Location	Total Retail Sq. Ft.	Vacant Sq. Ft.	Sq. Ft. Change Since Last Report	% Vacant
Cantera Commons	28341-28361 Diehl Road	18,090	7,300	0	40%
Civic Center Area	Batavia & Butterfield Road	32,200	8,000	1,800	25%
The Courtyard Banquets	3S200 Route 59	13,500	0	0	0%
Ferry Creek Plaza	3S001-3S039 Route 59	15,250	0	0	0%
4M Plaza Area	4S100 Route 59	39,140	12,200	-1,200	31%
Food Marts/Gas Stations	Various	10,631	0	0	0%
Former Satisfied Frog and Nursery	29W012 Butterfield Road	11,580	11,580	0	100%
Complimentary Café	4405 Winfield Road	4,500	0	0	0%
Meadow Glen Shopping Plaza	3S071 Route 59	15,900	0	0	0%
Old Town Retail Area	Batavia Rd & Warrenville Road	49,200	0	0	0%
Regal Theater Complex	28244-28260 Diehl Road	48,600	1,500	0	3%
Route 56/Route 59	Route 56/Route 59	29,600	6,000	0	20%
Sutton Square	2S610 Route 59	31,380	0	0	0%
Super Target Plaza Area	28201-28251 Diehl Road	199,027	4,053	0	2%
Warrenville Auto Plaza	2S780 Route 59	27,700	2,000	0	7%
Warrenville Commons Plaza	Route 59 & Batavia Road	126,225	2,850	-5,300	2%
Warrenville Court	2S676 Route 59	13,300	2,100	0	16%
Warrenville Plaza	2S721-2S743 Route 59	14,150	0	0	0%
Warrenville Woods	29W100-29W170 Route 56	64,025	35,434	0	55%
Totals:		761,498	93,017	-4,700	12.2%

Available Retail Space in July 2025:

98,992 Sq. Ft.

Available Retail Space in Jan 2026:

93,017 Sq. Ft.

Available Retail Space Change Since Jan 2025:

-4,700 Sq. Ft.

Civic Center Area

Address: 28W520 Batavia Road
Owner: Lance Haack
 Warrenville, IL
Year Built: 1962

Address: 28W550 Batavia Road
Owner: Outreach Community
 Ministries, Wheaton, IL
Year Built: 1958

Address: 28W530 Batavia Road
Owner: Russell Tripp
 Warrenville, IL
Year Built: 1947

Address: 3S220 Warren Avenue
Owner: Ross Real Estate Holdings
 Warrenville, IL
Year Built: 1963

Address: 28W542 Batavia Road
Owner: Outreach Community
 Ministries Wheaton, IL
Year Built: 1950

Address: 3S230 Warren Avenue
Owner: Lowrie Properties
 Warrenville, IL
Year Built: 1951

Address: 28W571-583 Stafford Place
Owner: Lowrie Properties
 Warrenville IL,
Year Built: 1928

Total Space: 32,200
Vacant Space: 8,000

Sq. Ft.
Sq. Ft.

25%

Tenant	Address	Phone	Square Feet
Vacant	28W520 Batavia Road		3,500
Jamie Thomure, D.C.-Chiropractor	28W530 Batavia Road	630-448-0255	700
Brightway Insurance	28W530 Batavia Road #201	630-581-8881	700
Warrenville Dental Group	28W530 Batavia Road	630-393-4600	700
Mark Wilk, D.C.-Chiropractor	28W530 Batavia Road	630-393-3777	700
Grace Counseling of DuPage	28W530 Batavia Road	630-447-7008	700

Vacant		28W530 Batavia Road #2		700
PC Psychotherapy		28W530 Batavia Road	630-884-4366	700
Med-Wise Billing Solutions		28W530 Batavia Road	630-393-5611	700
WYFS-Family Resource Center		28W542 Batavia Road	630-393-7057	3,500
WYFS-Youth Services		28W550 Batavia Road	630-393-7057	1,700
Recycled Cycling		28W571 Batavia Road	630-384-9853	3,300
Evolet Eve & Cora Coffee		28W575 Stafford Place	630-836-8988	1,000
Indie Art Park		28W577 Stafford Place	773-717-2432	1,200
Vacant		28W581 Stafford Place	630-393-1664	1,200
Vacant		28W583 Stafford Place		2,000
Midwest	Neurosurgery and Spine	3S220 Warren Avenue	630-393-2222	8,000
Kalon Hair Bar		3S230 Warren Avenue	630-393-2935	600
Vacant		3S230 Warren Avenue		600

The Courtyard Banquets

Address: 3S200 Route 59

Owner: Luiz Perez
Phone: 630-414-9605

Total Space: 13,500 Sq. Ft.
Vacant Space: 0 Sq. Ft. 0%

Tenant	Address	Phone	Square Feet
Courtyard Banquets	3S200 Route 59	630-414-9605	13,600

Ferry Creek Plaza

Address: 3S001-3S029 Route 59

Leasing Agency: Adelpia Properties

Phone: 630-455-4495

Fax: 630-455-4496

Contact: Simeon Spirrison
P.O Box 4974
Oak Brook, IL 60522

Email: simeon@adelphiaproperties.com
Website: <http://adelphiaproperties.com>

Total Space: 15,250 Sq. Ft. Year Built: 1988
Vacant Space: 0 Sq. Ft. 0%

Tenant	Address	Phone	Square Feet
Warrenville Nutrihub	3S001 Route 59	630-463-8671	1,400
Purrfurred Pet Styling	3S005 Route 59	630-791-9815	1,500
Mattress By Appointment	3S009 Route 59	630-447-0740	1,500
Da Pizza Company	3S015 Route 59	630-393-2111	1,650
Alpacake Bakery	3S019 Route 59	630-791-9382	3,300
Maxi Hair Salon	3S021 Route 59	331-575-1885	1,500
Ames	3S025 Route 59	630-393-7579	1,600
Hometown Pantry & Liquor	3S029 Route 59	630-393-0200	2,800

4M Plaza

Address: 4S040-4S100 Route 59

Owner: 4M Enterprises

Contact: Tom Mouroukas
1649 Montgomery Road, Suite 1
Aurora, IL 60504
630-585-0004

Website: www.4MEnterprises.com
Email: info@4MEnterprises.com

Total Space: 39,140 Sq. Ft.
Vacant Space: 12,200 Sq. Ft. 31% Year Built: 1989-1990

Tenant	Address	Unit	Phone	Square Feet
Vacant (In progress)	4S040 Route 59			11,000
Fox Valley Coins	4S100 Route 59	20	630-305-0100	2,400
Midwest Academy of Martial Arts	4S100 Route 59	19	630-836-3600	1,200
Total Staffing Solutions (Corporate)	4S100 Route 59	16, 17	630-836-2200	2,400
Vacant	4S100 Route 59	18	630-888-9765	1,200
Mattress By Appointment	4S100 Route 59	14, 15	331-444-2732	2,400
Luxemour	4S100 Route 59	13A		550
Sapphire Studios	4S100 Route 59	11, 12	630-800-8667	1,930
Sapphire Studios	4S100 Route 59	9, 10	630-800-8668	1,200
Elite Performance Institute	4S100 Route 59	8	331-472-4326	830
Anicca Float Club	4S100 Route 59	6, 7	630-854-7385	1,200
Boy Scouts of America- Three Fires Council	4S100 Route 59	4, 5	630-791-8342	3,030
AAA Jangaria Agency	4S100 Route 59	3	630-392-6999	1,100
Fox Valley Coins	4S100 Route 59	2	630-305-0100	1,100
Fox Valley Coins	4S100 Route 59	1	630-305-0100	2,200
Prairie Cannabis	4S120 Route 59		331-249-6532	5,400

Food Marts/Gas Stations

Address: 28W125 Warrenville Road
Owner: Sushila Property Inc.
Naperville, IL 60540

Address: 2S540 Route 59
Owner: EMRO Marketing Company
Findlay, OH 45840

Address: 28W050 Warrenville Road
Owner: Carol Fontana
Warrenville, IL 60555

Address: 3S405 Route 59
Owner: Speedway LLC
Findlay, OH 45840

Address: 2S600 Route 59
Owner: RDK Ventures LLC
Columbus, IN 47201

Total Space: 10,631
Vacant Space: 0

Sq. Ft.
Sq. Ft.

0%

Tenant	Address	Phone	Square Feet
DD/BP/WW	28W125 Warrenville Road	630-393-0947	4,250
Good Stop by Casey's	28W050 Warrenville Road	630-393-3633	912
Circle K / Shell	2S600 Route 59	630-393-0347	1,152
Speedway	2S540 Route 59	630-393-2566	1,717
Speedway	3S405 Route 59	630-393-0840	2,600

Former Satisfied Frog Location and Nursery

Address: 29W012 AND 29W036 Butterfield Road

**Owner: JSB Land Management & Development
Phone: 630-393-3600**

**Total Space: 11,580 Sq. Ft.
Vacant Space: 11,580 Sq. Ft. 100%**

Tenant	Address	Phone	Square Feet
Vacant	29W012 Butterfield Road		5,500
Vacant	29W036 Butterfield Road		6,080

Complimentary Café

Address: 4405 Winfield Road

**Owner: Novamed Incorporated
Skokie, IL 60076**

**Total Space: 4,500 Sq. Ft.
Vacant Space: 0 Sq. Ft. 0%**

Tenant	Address	Phone	Square Feet
Complementary/Fusion Social	4405 Winfield Road	312-251-5438	4,500

Meadow Glen Shopping Plaza

Address: 3S071 Route 59

**Owner: IKEN Properties, LLC
1228 White Fence Ln
Addison, IL 60101
Phone: 630-791-9092**

Year Built: 1987

**Total Space: 15,900
Vacant Space: 0**

**Sq. Ft.
Sq. Ft. 0%**

Tenant	Address	Phone	Square Feet
Dairy Queen	3S071 Route 59	630-393-2277	1,500
Skincredible Tattoo Co.	3S071 Route 59 #111	630-393-1377	1,600
Markito's Bar & Grill	3S071 Route 59 #107-110	630-791-8079	3,500
A Cozy Fireplace	3S071 Route 59 # 104-106	630-836-0606	4,800
All About Caring Child Care	3S071 Route 59 #100-103	630-836-1236	4,500

All square footages are approximate

Tenner's Autos	28W265 Warrenville Road #1	630-728-4988	1,000
Fontana Service and Towing	28W265 Warrenville Road #2	630-393-9003	4,000
Noodles Tattoo	28W289 Warrenville Road	630-393-2770	900
Pink the Shoppe	28W321 Warrenville Road	630-791-9175	4,750
Sound and Fury Printing	28W321 Warrenville Road	630-791-8099	1,250
Mailbox Fast LLC	28W321 Warrenville Road	630-215-7343	1,250
Warrenville Grove Animal Hospital	3S481 Batavia Road	630-393-1131	4,000
PS Flowers Mercantile	3S580 River Road	630-221-0100	1,250

Route 56/Route 59

Address: 29W701 Butterfield Road
Owner: Abdul & Ayesha Molla
Warrenville, IL 60555
Year Built: 1974

Address: 3S264 Butterfield Road
Owner: Stuart Aschauer
Warrenville, IL 60555
Year Built: 1955

Address: 3S430 Route 59
Owner: James Meiling
Warrenville, IL 60555
Year Built: 1968

Address: 3S123 Route 59
Owner: LCRC Property LLC
Warrenville, IL 60555
Year Built: 1976

Address: 3S450 Route 59
Owner: ABS III LLC
Wauconda, IL 60084
Year Built: 1961

Total Space: 29,600 Sq. Ft.
Vacant Space: 6,000 Sq. Ft. 20%

Tenant	Address	Phone	Square Feet
Vacant	29W701 Butterfield Road #101		900
American Health Career Institute	29W701 Butterfield Road #102	630-712-5554	1,000
Vacant	29W701 Butterfield Road #201		900
Cure Home Care Services	29W701 Butterfield Road #202,203	630-836-9977	2,000
Vacant	29W719 Butterfield Road		3,000
Vacant	3S123 Route 59 Unit A	630-520-0871	1,200
Top Quality Roofing and Siding	3S123 Route 59 Unit B	630-520-0576	1,200
Woodland Playsets	3S264 Route 59	630-393-2220	1,400
Mr. Jim's Auto Repair	3S430 Route 59	630-836-1166	8,000
Beacon Building Products	3S450 Route 59	630-326-4711	10,000

Sutton Square

Address: 2S610 Route 59

Leasing Agency: Coldwell Banker Commercial NRT

Contact: Robert Blomgren

Yorkville, IL

Phone: 630-553-3555

630-251-4357

Owner: 2S610 Route 59 LLC

Total Space: 31,380

Vacant Space: 0

Sq. Ft.

Sq. Ft.

0%

Year Built: 1990

Tenant	Address	Phone	Square Feet
Fast Cash and Pawn	2S610 Route 59 #1	630-836-2499	3,450
Prime Liquors	2S610 Route 59 #1B	773-425-4213	3,150
Subway	2S610 Route 59 #2	630-393-1782	1,340
Excel Barber	2S610 Route 59 #3	630-791-9623	1,520
Taco Grill	2S610 Route 59 #4	630-791-9644	1,390
Q Bar	2S610 Route 59 #5	630-393-1241	4,318
Olympia Wrestling and MMA	2S610 Route 59 #6		2,212
Family Day Spa	2S610 Route 59 #7		3,075
Uprise Tattoo	2S610 Route 59 #8	630-441-8464	3,600
Tribe Staffing	2S610 Route 59 #9		2,100
Clouds-Are-Us	2S610 Route 59 #10	331-250-6298	2,340
Rosati's	2S610 Route 59 #11	630-393-9393	1,460
Julie's Nails	2S610 Route 59 #12	630-836-1051	1,425

Super Target Plaza

Address: 28201-28251 Diehl Road, 28331 Dodge Drive

Tenant: Target
Owner: Target Corporation
1000 Nicollet Mall, T-1903
Minneapolis, MN 55440
Year Built: 2004

Tenant: Buffalo Wild Wings
Owner: BW Warrenville LLC
13405 W Star Drive
Shelby Township, MI 48315
Year Built: 2004

Tenant: Vacant, Chipotle
Owner: Menard INC
5101 Menard Dr
Eau Clairem, WI 54703
Year Built: 2004

Tenant: Sankalp Taste of India
Owner: Hitaishi, LLC
Vernon Hills, IL 60661
Year Built: 2005

Total Space: 199,027 **Sq. Ft.**
Vacant Space: 4,053 **Sq. Ft.** **2%**

Tenant	Address	Phone	Square Feet
Super Target	28201 Diehl Road	630-961-4061	174,000
Vacant	28231 Diehl Road		4,053
Buffalo Wild Wings	28241 Diehl Road	630-836-2999	6,400
Madurai Kitchen	28251 Diehl Road	847-264-8197	4,324
Chipotle	28251 Diehl Road	630-836-0016	2,750
Sankalp Taste of India	28331 Dodge Drive	331-208-9861	7,500

Warrenville Auto Plaza

Address: 2S781 Route 59

Owner: Mulder Property Management, LLC / Mulder Property Holdings

Phone: 630-486-1300

Total Space: 27,700 **Sq. Ft.**
Vacant Space: 2,000 **Sq. Ft.** **7%**
Year Built: 1989

Tenant	Address	Phone	Square Feet
R59 Detailing	2S781 Route 59 Ste. A	630-791-9430	2,200
E&A Auto Sales	2S781 Route 59 Ste. B		2,000
Rx Auto Care	2S781 Route 59 Ste. C	630-393-6566	3,000
Caliber Collision	2S781 Route 59 Ste. E1, E2	630-836-1912	12,000
Goodyear	2S781 Route 59	630-393-6300	8,500

Warrenville Court

Address: 2S676 Route 59

Owner: Anthony Mitchell
Glen Ellyn, IL 60137

Phone: 630-393-2020

Total Space: 13,300 **Sq. Ft.**
Vacant Space: 2,100 **Sq. Ft.** **16%**
Year Built: 1983

Tenant	Address	Phone	Square Feet
Exploring Flooring	2S676 Route 59 #7,8	630-393-2020	5,500
China House	2S676 Route 59 #3	630-393-3828	2,100
Gregory Potempa, DDS	2S676 Route 59 #5	630-393-9300	1,800
Vacant	2S676 Route 59 #2		2,100
Arnie's Pizza	2S676 Route 59 #1	630-393-4040	1,800

Warrenville Commons Plaza

Address: 4S040-4S100 Route 59

Address: 2S501 - 2S539 Route 59

Owner: Center 59, LLC
Addison, IL 60101
Built: 1986

2S541 Route 59

Owner: George Kleinwachter
Warrenville, IL 60555
Built: 1987

Address: 2S551 Route 59

Owner: Heartland Illinois Food
Downers Grove, IL 60515
Built: 1988

Address: 2S631 Route 59

Owner: Ghada Nijm
Winfield, IL
Built: 1985

Address: 2S613 Route 59

Owner: MLK WAG OWNER, LLC C/O UBO REALTY CORP
New York, NY 10003
Built: 2007

Address: 29W573 Batavia Road

Owner: Julie Draus
Warrenville, IL 60555
Built: 1959

Address: 29W585 Batavia Road

Owner: Lloyd A Hammer
Aurora, IL 60504
Built: 1958

Total Space:	131,525	Sq. Ft.	
Vacant Space:	2,850	Sq. Ft.	2%

Tenant	Address	Phone	Square Feet
Warrenville Fresh Market	2S501 Route 59	630-393-2800	40,600
Warrenville Café	2S505 Route 59	630-393-9058	6,600
Boss Club House	2S507 Route 59		5,300
Laugh Lab	2S513 Route 59	630-947-3172	2,400
Sky Smoke Shop	2S515 Route 59	872-985-7622	1,350

Gorski Chiropractic Center	2S517 Route 59	630-393-6699	1,375
La Michoacana	2S519 Route 59	630-863-8329	1,200
Dollar Store Plus	2S521 Route 59	630-393-2144	1,800
Famous Salon Suites	2S525/2S527 Route 59	331-252-4025	5,300
Sandy's Bakery	2S529 Route 59	630-393-2055	1,350
Laundry City Express	2S533 Route 59	630-393-9162	2,750
Montri Thai	2S535 Route 59	630-836-9774	3,750
Cemitas Benny	2S539 Route 59	630-903-7772	1,700
Vacant	2S541 Route 59	630-393-4900	2,850
Warrenville Ace Hardware	2S541 Route 59	630-393-1882	12,750
Burger King	2S551 Route 59	708-393-6009	3,750
Walgreens	2S613 Route 59	630-836-1788	14,400
Lisa/William P. Nijm, MD	2S631 Route 59 Ste. A	630-393-7100	1,500
RK & Associates Engineering	2S631 Route 59 Ste. B	630-393-9000	4,500
ST Paul Accounting & Tax Services	2S631 Route 59 Ste. C	708-925-6477	1,500
DuPage Dental Smiles	2S631 Route 59 Ste. D	630-393-2733	1,500
LuxMed Behavior Health	2S631 Route 59 Ste. E	630-216-9098	1,500
PW Auto Clinic	29W573 Batavia Road	630-393-9493	2,300
Eagle Academy of Martial Arts	29W585 Batavia Road #1	630-393-0033	1,750
Hair Studio 585	29W585 Batavia Road #2	630-886-6403	1,150
Touched by Jules	29W585 Batavia Road #3	630-225-7997	1,500
Aughenbaugh Family Chiropractic	29W585 Batavia Road #4	630-393-4114	2,100
PACE Fitness & Tanning	29W585 Batavia Road #5	630-393-1550	3,000

Warrenville Court

Address: 2S676 Route 59

Owner: Anthony Mitchell
Glen Ellyn, IL 60137
Phone: 630-393-2020

Total Space: 13,300 Sq. Ft.
Vacant Space: 2,100 Sq. Ft. 16%
Year Built: 1983

Tenant	Address	Phone	Square Feet
Exploring Flooring	2S676 Route 59 #7,8	630-393-2020	5,500
China House	2S676 Route 59 #3	630-393-3828	2,100
Gregory Potempa, DDS	2S676 Route 59 #5	630-393-9300	1,800
Vacant	2S676 Route 59 #2		2,100
Arnie's Pizza	2S676 Route 59 #1	630-393-4040	1,800

1/3/2023

Square Footages Are Approximate

Warrenville Woods

Property Address: 29W100-29W170 Butterfield Road

Leasing Agency/Owner: Richard Larson - CTK Chicago Partners
312-337-4509

Total Space: 64,924 Sq. Ft. Year Built: 1988
Vacant Space: 35,434 Sq. Ft. 55%

Tenant	Address	Phone	Square Feet
Bloom Learning Center	29W100 Route 56 #100		5,367
Vacant	29W100 Route 56 # 101		1,255
Vacant	29W100 Route 56 # 103		1,597
Vacant	29W100 Route 56 # 105		2,489
Holistic Energy Centre	29W110 Route 56 # 101	619-871-0662	545
Vacant	29W110 Route 56 # 102		3,148
Vacant	29W110 Route 56 # 103	630-248-8142	822
Vacant	29W110 Route 56 # 105		1,200
Vacant	29W110 Route 56 # 108		2,195
Sea Shipping Line	29W110 Route 56 # 202		1,639
Vacant	29W110 Route 56 # 204		1,252
Vacant	29W110 Route 56 # 209		5,393
S.T.R.E.A.M.	29W110 Route 56 # 301	630-800-7943	5,789
Vacant	29W120 Route 56 #101		1,012
American Financial Group	29W120 Route 56 #102	630-389-3014	1,025
Vacant	29W120 Route 56 #103A		321
Background Resources, Inc	29W120 Route 56 #103B	630-873-2270	753
Vacant	29W120 Route 56 #104A	630-939-0176	489
Big Woods Church	29W120 Route 56 #104B	630-791-8118	520
Vacant	29W120 Route 56 #105		1,070
loveisarose.com	29W120 Route 56 #106	630-393-1111	1,037
Chase Uphostery	29W130 Route 56 #101	630-393-1640	502
Chase Uphostery	29W130 Route 56 #103	630-393-1640	3,000
Blue Insurance Group	29W130 Route 56 #104A	630-953-7440	406
Vacant	29W130 Route 56 #105		1,018
Vacant	29W130 Route 56 #106		1,018
Newkirk Associates	29W140 Route 56 # 101	630-393-9005	1,051

Accurate Biometrics	29W140 Route 56 # 102		1,026
Vacant	29W140 Route 56 #103A	630-290-4280	503
Vacant	29W140 Route 56 #103B		1,146
Vacant	29W140 Route 56 #103C	630-215-7548	216
The Wellness Sanctuary	29W140 Route 56 #104A	815-263-4537	370
Vacant	29W140 Route 56 #105		1,577
Vacant	29W140 Route 56 #106		1,018
Iris Family Dental	29W150 Route 56 #101	630-393-2120	720
Planned Financial Independence	29W150 Route 56 #102	630-717-7282	701
Vacant	29W150 Route 56 #103		1,423
Style of Dogs	29W150 Route 46 #104	630-225-7387	1,400
Vacant	29W150 Route 56 #201		1,503
Vacant	29W150 Route 56 #202		1,547
Quality Life Center	29W170 Route 56 #101	630-393-4722	720
Vacant	29W170 Route 56 #102	630-854-4333	701
Art of Healing	29W170 Route 56 #103	331-465-1153	706
Beverly's Beauty Salon	29W170 Route 56 #104	630-393-4807	717
Holistic Energy Centre	29W170 Route 56 #201	619-871-0662	1,496
Vacant	29W170 Route 56 #202		1,521

FY 2026 Administration Department Work Plan
 (last revised by A Morgan 01/13/2026)

INTRODUCTION

The Administration Department consists of five full-time positions responsible for human resources, labor relations, information technology, public information, risk management, communication, utility and cable franchise administration, oversight of operations and services of all city departments, maintenance of official city records, and support of elected and appointed officials. The Work Plan does not provide details on normal and day-to-day activities staff performs. Rather, it identifies those special projects or assignments, in which staff is involved in addition to normal activities.

TIER ONE INITIATIVES					
Item	Project / Program / Activity	Expected Completion Date	Status	Other Departments	City Plan
Ongoing Projects and Initiatives Expected to Continue					
T1-1	Complete a Facilities and Space Needs study, including opportunities to improve building efficiency and reduce negative impacts on the environment. (CA) (ADM 24.01)	4/30/2026	Building evaluations expected to begin Jan 2026. Project will continue into FY 27.	All	SP - Quality City Services: City Infrastructure
T1-2	Communications to the Public of new software tools. Includes (ERP/EAM/App, etc.) (CC)	4/30/2026	Completed.		SP - Energetic & Health Economy: Engagement with City
T1-3	Implementation of Citizen Engagement App (CC/ACA)	4/30/2026	Completed.	All	SP - Quality City Services: City Infrastructure
Proposed New FY 2026 Projects and Initiatives					
T1-4	Evaluate the City's time-off benefits and recommend changes, if needed (ACA/HRG)	4/30/2026	Survey completed. Results will be communicated to staff and City Council in early 2026.	All	SP - Supported and Responsive Workforce: Salary & Benefits
T1-5	Update training and development policies and procedures to include executive coaching (ACA/CA)	4/30/2026	Expected to be completed by end of fiscal year.	All	SP - Supported and Responsive Workforce: Staff & Elected Training
T1-6	Issue an employee engagement and benefits survey and identify feasibility of recommendations (HRG/ACA)	4/30/2026	Survey completed. Results will be communicated to staff and City Council in early 2026.	All	SP - Supported and Responsive Workforce: Positive Work Culture
T1-7	Review the findings of the staffing studies completed in the last five years and determine what remaining recommendations should be implemented, including budgetary analysis and other impacts (CA)	4/30/2026	In progress.	All	SP - Supported and Responsive Workforce: Staffing
T1-8	Collective Bargaining Negotiations Continued for MAP 213 and 214 (ACA/HRG)	4/30/2026	MAP 214 negotiations completed. Ongoing negotiations for MAP 213.	ADM/PD/FIN	SP - Supported and Responsive Workforce: Salary & Benefits
T1-9	Facilitate discussions with the CMRP and long-range financial groups to identify opportunities/concepts to diversify the tax base (CA)	4/30/2026	In progress.	ADM/FIN/PW	SP - Energetic & Health Economy: Economic Trends
T1-10	Engage in proactive drinking water quality education to public (CC)	4/30/2026	In progress.	ADM/PW	SP - Safe & Healthy Neighborhoods: Proactive Education

T1-11	Waste Franchise Agreement Renewal or RFP (Groot contract expires 4/30/26) (ACA)	4/30/2026	Renewal contract anticipated late Feb/early March	ADM/PW	SP - Quality City Services: Building and Life Safety Safety Codes
T1-12	Create and engage in proactive education on living with hard water (CC)	4/30/2026	In progress.	ADM/PW	SP - Safe & Healthy Neighborhoods: Proactive Education
T1-13	ADA Website Compliance Accessibility (CC)	4/30/2027	Data collection and plan development in progress		SP - Engaged & Connected Community; Engagement with City
TIER TWO INITIATIVES					
Item	Project Description	Expected Completion Date	Status	Other Departments	City Plan
Ongoing Projects and Initiatives Expected to Continue					
T2-1	IGA to transfer City parks to Park District (CA)	4/30/2026	Completed.	ADM/FIN/PW	SP - Quality City Services: City Infrastructure
T2-2	Reorganization of liability files (HRG)	4/30/2026	In Progress		SP - Quality City Services: City Infrastructure
Proposed New FY 2026 Projects and Initiatives					
T2-3	Evaluate the City's health and wellness benefits and recommend changes, if needed (ACA/HRG)	4/30/2026	Survey completed. Results will be communicated to staff and City Council in early 2026.	All	SP - Supported and Responsive Workforce: Salary & Benefits
T2-4	Evaluate training and education tools that are cost effective and increase access to future leaders (HRG)☒	4/30/2026	Expected to be completed by end of fiscal year.	All	SP - Supported and Responsive Workforce: Staff & Elected Training
T2-5	Evaluate an internship program for Administration and Finance Departments (ACA/HRG)	4/30/2026	Data collection complete. Data review in progress.	ADM/FIN	SP - Supported and Responsive Workforce: Staffing

TIER THREE INITIATIVES					
Item	Project Description	Expected Completion Date	Status	Other Departments	City Plan
Proposed New FY 2026 Projects and Initiatives					
T3-1	Evaluate a High School internship program in collaboration with the CUSD 200 Job Shadow Program (CA/ACA)	4/30/2027	Data collection in progress.	All	SP - Supported and Responsive Workforce: Staffing
T3-2	Develop or update Standard Procedures for Administration Critical Functions (ALL)	4/30/2027	Not started		SP - Quality City Services: City Infrastructure
T3-3	Begin a comprehensive update and digitization of all policies, processes, and standard operating procedure documents (EA/DC)	4/30/2027	In progress	All	SP - Quality City Services: City Infrastructure
T3-4	Conduct a City-wide Technology Audit and Cyber Security Assessment (ACA)	4/30/2027	Not started	All	SP - Quality City Services: City Infrastructure
T3-5	Implement findings of the internship program evaluation for Administration and Finance Depts. (ACA/HRG)	4/30/2027	Not started	ADM/FIN	SP - Supported and Responsive Workforce: Staffing
T3-6	Continue Updating Technology Security and Access Policies (ACA)	4/30/2027	IT Disaster Recovery Plan completed. Staff training to be scheduled in the coming months.		SP - Quality City Services: City Infrastructure

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.

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

CA=City Administrator, ACA=Assistant City Administrator, HRG=HR Generalist, EA/DC=Executive Assistant/Deputy Clerk, CC=Communications Coordinator

PROJECTS NOT INCLUDED IN FY 2026 WORK PLAN

1. Oversee construction of new Emergency Operations Center pending results of facilities study (CA/ACA)
2. Evaluate a pilot program for Recycling Receptacles at Leone Schmidt and Bob Walters Commons (ACA)
3. Assist Community Development with the preparation of new Comprehensive Plan for entire City (CA/ACA)
4. Develop an Employee Intranet Web Page (CC/HRG)
5. Bicentennial Celebration 2033 Planning - begin 2028 (EA/DC / CA)

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

1. Administration Department Work Plan does not account for impact of turnover.
2. Assumes five full-time staff positions in Administration.
3. Does not account for emergencies or unexpected issues that may take priority throughout the year.
4. Does not include normal everyday tasks of the department.

FY 2026 Finance Department Work Plan

(last revised by Finance Director Dahlstrand - 01/14/2026)

INTRODUCTION

The Finance Department consists of five (5) full-time positions, and one (1) full-time position shared with COMMUNITY DEVELOPMENT, responsible for Accounts Payable, Accounts Receivable, Cashiering, Customer Service, General Ledger, Payroll, Utility Billing, Financial Management, Budget, and Audit. 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 INITIATIVES					
Item	Project / Program / Activity	Expected Completion Date	Status	Strategic Plan Focus	City Plan
Proposed New Projects and Initiatives					
	Identify funding mechanisms to implement facility improvements identified as top priority in the Facilities and Space Needs study	04/30/2026	Cannot begin until Study is undertaken and completed	Energetic and Healthy Economy	Strategic Plan
	TAC to evaluate the overall grant program, for possible revisions to how grants are awarded (i.e. the breakdowns by category) as well as stronger emphasis on grants that foster additional hotel stays“. And whether the annually funded events would occur without the TAC Grant funding (Summer Daze, AoTP, etc.)	04/30/2026	In progress - Issue promoted at 07/25 TAC FY27 application session	Engaged and Connected Community	Strategic Plan
	TAC to encourage grant funding for events in areas of the community not-contiguous to the Civic Center or Cerny park areas of the community	04/30/2026	In progress - Issue promoted at 07/25 TAC FY27 application session	Engaged and Connected Community	Strategic Plan
	With the completion of the ERP, provide quarterly financial updates on revenue performance and expense allocations compared to budget	04/30/2026	Implementation Completed - Updates occurring with budget process	Quality City Services	Strategic Plan
	Establish a mechanism to forecast City fiscal performance on a five-year trend and consider multi-year budget cycle	04/30/2026	In process with the FY27 Budget Process	Quality City Services	Strategic Plan
	Conduct a water and sanitary sewer rate study	04/30/2026	RFP document has been issued	Quality City Services	Strategic Plan
TIER TWO INITIATIVES					
Item	Project Description	Expected Completion Date		Strategic Plan Focus	Other City Plans
Proposed New Projects and Initiatives					
TIER THREE INITIATIVES					
Item	Project Description	Expected Completion Date		Strategic Plan Focus	Other City Plans
Proposed New Initiatives					

*Completion date for tier three items will be determined when items are moved to tier two or one.

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.

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

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

- 1 Proposed FY 2026 Work Plan does not account for impact of staff turnover.
- 2 Does not account for emergencies or unexpected issues that may take priority throughout the year.
- 3 Does not include normal everyday tasks.

FY 2026 Police Department Work Plan

Created: 07/03/24 for FY26, updated 01/06/25, 02/27/25, 3/17/25, 04/15/25, 05/20/25, 7/16/25, 9/10/25, 11/19/25, 01/14/26

INTRODUCTION

The Police Department consists of 40 full-time positions responsible for the protection of life, property, and delivery of services. 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 INITIATIVES					
Item	Project / Program / Activity	Expected Completion Date	Status	Other Departments	City Plan
Ongoing Projects and Initiatives Expected to Continue					
T1-1	Medication recycling program (KD)	None anticipated, continuing program	In-progress with bi-weekly pickups		SP #2 - Engaged and Connected Community: Unique Programs and Events
T1-2	Participate in School Safety Task Force meetings to review and evaluate school safety and emergency response plans (JJ)	Continuous	In-Progress		SP #5 - Safe and Healthy Neighborhoods: Proactive Community Education
T1-3	Enterprise Resource Planning (ERP) Software Implementation	5/1/25	Completed	ALL	SP #3 - Quality City Services: Deliver Services Sustainably
T1-4	Collective Bargaining Negotiations for MAP 213 (Officers) (SB, JJ, KD)	Undeterminable	Negotiations continue, contract expired 04/30/24	FIN/AD	SP #4 - Supported and Responsive Workforce: Competitive Salary and
T1-5	(EMA) Develop and coordinate Emergency Operations Plan(s) for major City events (Independence Day, Summer Daze, National Night Out) (KD)	Completed	Events/Operations plans completed		SP #3 - Quality City Services: Building and Life Safety Codes
Proposed New FY 2026 Projects and Initiatives					
T1-6	Collective Bargaining Negotiations for MAP 214 (Sergeants) (SB, JJ, KD)	12/15/25	Contract settled / approved	FIN/AD	SP #4 - Supported and Responsive Workforce: Competitive Salary and Benefits
TIER TWO INITIATIVES					
Item	Project Description	Expected Completion Date	Status	Other Departments	City Plan
Ongoing Projects and Initiatives Expected to Continue					
T2-1	(EMA) Develop, coordinate and conduct National Incident Management System (NIMS) training for City staff based on staff position (SB/KD)	5/1/26	Development phase in-progress	ALL	SP #4 - Staff and Elected Official Training
T2-2	(EMA) Develop, coordinate and conduct emergency Disaster drill training exercise for appropriate police, fire, and City staff (SB/KD)	4/30/2026	First City-wide fire drills and debriefs completed. Additional emergency drills to be scheduled.	ALL	SP #4 - Staff and Elected Official Training
T2-3	Upgrade City buildings security cameras (Police Department & Historical Museum) (KD)	PD completed 09/25; Museum anticipated during FY26	Museum internet connection still being established. Camera install complete.	AD/PW	SP #3 - Quality City Services: Maintain and Replace City Infrastructure

T2-4	Evaluate Police Department service fees structure (KD/JJ)	During FY26	In-Process. Review of City Ordinances required to determine any/all necessary updates.		SP #3 - Quality City Services: Deliver Services Sustainably
Proposed New FY 2026 Projects and Initiatives					
T2-1	Police Department Operations Assessment	12/31/2025	Completed		SP #4 - Supported and Responsive Workforce - Evaluate Staffing Levels; & SP #5 - Safe and Healthy Neighborhoods
TIER THREE INITIATIVES					
Item	Project Description	Expected Completion Date	Status	Other Departments	City Plan
Proposed New FY 2026 Projects and Initiatives					
T3-	(None)				
Proposed New FY 2026 Projects and Initiatives					
T3-	(None)				

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.

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

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

SB=Police Chief Sam Bonilla, JJ=Deputy Chief Jeff Jacobson, KD=Deputy Chief Ken Dawson

PROJECTS NOT INCLUDED IN FY 2026 WORK PLAN

1	Fill vacant positions/recruitments (JJ/KD)	Ongoing, as needed	Police Officer recruitment testing completed (Oct. 2025), Eligibility lists established (Nov. 2025)	AD	
2					

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN

1	Police Department Work Plan does not account for impact of turnover
2	Assumes 41 full-time staff positions in FY2026 (includes new Administrative Officer position)
3	Filling vacant positions is reliant upon Suburban Law Enforcement Academy (SLEA) availability.
4	Does not account for emergencies or unexpected issues that may take priority throughout the year
5	Does not include normal everyday tasks of the department

**CITY OF WARRENVILLE
BICYCLIST AND PEDESTRIAN ADVISORY COMMISSION
REGULAR MEETING**

**Tuesday, December 9, 2025, at 6:30 p.m.
Warrenville City Hall Council Chambers
28W701 Stafford Place
Warrenville, IL 60555**

MINUTES

A. CALL TO ORDER

Chair Harlan Davis called the meeting to order at 6:30 p.m.

B. ROLL CALL

Members Present: Chair Harlan Davis, Alex Griffin, Lindsay Reinhardt, Sebastian Pique, and Susan Kasprowicz.

Also Present: Alderman Craig Kruckenberg and Staff Liaison Kassandra Hernandez-Galvan.

C. APPROVAL OF NOVEMBER 11, 2025 MEETING MINUTES

Motion to approve the minutes was made by Susan Kasprowicz and seconded by Alex Griffin.

ROLL CALL VOTE:

Aye: Davis, Reinhardt, Griffin, Kasprowicz, and Pique.

Nays: None.

MOTION ADOPTED.

D. CITIZEN COMMENTS

None. No Citizens present at the December 9, 2025 meeting.

E. STAFF REPORT

Staff Liaison Hernandez-Galvan reported that beginning at the next meeting, the BPAC meeting will be moved into the City Hall Gallery Conference Room.

F. BUSINESS OF MEETING

WARRENVILLE BIKE RODEO 2026

- A vote took place for approval of the date for the 2026 Rodeo. The date chosen was Saturday, May 16, 2025.

Motion to approve was made by Susan Kasprovicz. This was seconded by Alex Griffin.

ROLL CALL VOTE:

Aye: Davis, Reinhardt, Griffin, Kasprovicz, and Pique.
Nays: None.

MOTION ADOPTED.

- Staff Liaison Kassandra Hernandez-Galvan mentioned that all the same online free materials that were available in 2025 will be available for the upcoming year, 2026.
- Sebastian Pique asked if BPAC can obtain documents pertaining to e-bikes that were created for the Warrenville Hometown Happenings. Commissioner Pique also asked if Staff Liaison Hernandez-Galvan could contact Assistant Chief Kevin O'Hare for an informational flyer to provide during the Bike Rodeo and future events. Staff Liaison Hernandez-Galvan stated she would work to obtain these documents.
- Staff Liaison Hernandez-Galvan brought up the T-Shirt designs for the 2026 Bicycle Rodeo. Staff Liaison Hernandez-Galvan says that we should try to make the font size bigger and asked if there were any other recommendations. Commissioner Griffin offered to bring a tentative T-Shirt design to the next BPAC meeting; he also, states that we will come up with a shirt design that is less specific to the Rodeo and can be used for all BPAC and Warrenville events. The idea to make it more general was brought up by Commissioner Griffin because he noted that more shirts were handed out at National Night Out than at the Bike Rodeo.

SECTION D: BICYCLIST FRIENDLY COMMUNITY APPLICATION UPDATE

- BPAC discussed Section D of the Bicyclist Friendly Community Application. Staff Liaison Hernandez-Galvan explained to Commissioner Reinhardt that BPAC has set the goal of improving upon the 2022 League of American Bicyclists' – Bicyclist Friendly Community Application to try and achieve a higher-ranking level in 2026.
- Staff Liaison Hernandez-Galvan followed up from a previous meeting, mentioning she has not been successful with getting in contact with whoever runs the Fermilab Bike Community group.
- Commissioner Reinhardt stated that she reviewed Section C prior to the last meeting, and Section D ahead of this meeting. Commissioner Reinhardt noted that she was pleased to learn about all the improvements, clubs, and events available for the youth and community members in Warrenville.

G. COMMISSION COMMENTS

- Staff Liaison Hernandez-Galvan researched the inquiry brought up at the November 11th, 2025, meeting, regarding installation of bike racks at the new Mercantile markets on Warrentville Road. Staff Liaison Hernandez-Galvan stated it is in the plan to install bike racks at the site location, in addition to the ones already present behind the Warrentville Museum.

H. ADJOURNMENT

Commissioner Susan Kasproicz made a motion to adjourn the meeting at 7:10 p.m.
Commissioner Alex Griffin seconded the motion.

ROLL CALL VOTE:

Aye: Davis, Reinhardt, Griffin, Kasproicz, and Pique.
Nays: None.

MOTION ADOPTED.

*Respectfully submitted,
Commissioner Pique*