

**CITY OF WARRENVILLE
CITY COUNCIL
REGULAR MEETING
Tuesday, February 17, 2026 at 6:30 p.m.
City Hall Council Chambers
28W701 Stafford Place, Warrenville, IL 60555**

The public may view the meeting live on Comcast channel 10 or 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 YouTube video 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 O2026-06, amending Sections 1-5-2, 1-5-7, and 1-8-4 of the City Code regarding voting procedures
- B. Ordinance O2026-07, amending the Warrenville Zoning Ordinance regarding automobile uses in manufacturing districts
- C. Resolution R2026-09, adopting a Public Comment Policy
- D. Resolution R2026-10, approving the first amendment to the contract with Sebert Landscaping Company for mowing and landscaping services

- E. Expenditures for 5/3 Bank P-Card purchases made in December 2025, in the amount of \$14,201.74
- F. Expenditures for invoices paid up to February 4, 2026, in the amount of \$298,692.87
- G. Expenditures for invoices due on or before March 2, 2026, in the amount of \$492,810.03
- H. Minutes of City Council Meetings
 - 1) January 12, 2026 City Council and Plan Commission / Zoning Board of Appeals Special Joint Meeting
 - 2) February 2, 2026, City Council Regular Meeting
 - 3) February 2, 2026, City Council Closed Session Meeting

V. REGULAR AGENDA

- A. Ordinance O2026-08, authorizing the execution of a Purchase and Sale Agreement with Denver Capital, LLC for the sale of 1.39 acres of City-owned property located at the northeast corner of Batavia and Warrenville Roads (A. Emery)
- B. Resolution R2026-11, approving an intergovernmental agreement for the provision of water service to Fermilab (P. Kuchler)
- C. Resolution R2026-12, approving and authorizing the expenditure of additional funds under the insurance package from Arthur J. Gallagher & Co. (A. Morgan)

VI. PRESENTATIONS AND DISCUSSION ITEMS

- A. Consideration of City Council Sponsorship Request from Operation Safe Celebration for Post-Prom Activities (D. Grivetti)
- B. Consideration of City Council Additional Funding Request from Warrenville Friends of the 4th for Independence Day Celebration (D. Grivetti)
- C. Consideration of City Council Funding Request from the DuPage Senior Citizens Council (K. Dahlstrand)
- D. Consideration of a contract with Corrpro Companies, Inc. to install internal cathodic protection at two City water towers at West Street and Country Ridge Drive (Z. Jardine)
- E. Consideration of contract with Safe Step LLC for sidewalk trip hazard repairs (J. Clark)

- F. Consideration of the DuPage Mayors and Managers Conference 2026 Legislative Action Program (Mayor Johnson)
- G. Presentation of an update on the IL Route 59 Corridor Study process (J. Maszka)
- H. Consideration of Solicitations and Street Closure Request for the 2026 Bike Rodeo (K. Hernandez-Galvan)
- I. Consideration of Bid Letting and Construction Engineering for 2026 Construction Projects Prior to Approval of the FY 2027 Budget (P. Kuchler)
- J. Consideration of Change Order No. 1 to the contract with Maguire Iron, Inc. for the West Tower Riser Pipe Replacement Project (P. Kuchler)
- K. Discussion of FY 2027 Preliminary Citywide Work Plan (A. Morgan)
- L. Presentation of the Warrenville Mercantile Advisory Workgroup and request for alderman volunteer representative (A. Emery)

VII. INFORMATIONAL REPORTS

- A. Letter of Appreciation from Addison Police Chief in re: MERIT call-out assistance (S. Bonilla)
- B. Receive and file January 2026 Wire Transfer Report
- C. Receive and file minutes of the Board of Fire & Police Commissioner's meeting held on November 12, 2025
- D. Receive and file minutes of the Bicyclist and Pedestrian Advisory Commission meeting held on January 13, 2026
- E. Receive and file minutes of the Environmental Advisory Commission meeting held on January 20, 2026

VIII. CLOSED SESSION

IX. ADJOURN

AM/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:

(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>)

Feb	19	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	24	7:00 p.m.	Board of Fire and Police Commissioners
	25	7:00 p.m.	Inclusion, Diversity, Equity, and Awareness Commission
Mar	02	6:30 p.m.	City Council Meeting
	03	7:00 p.m.	Environmental Advisory Commission
	05	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	10	6:30 p.m.	Bicyclist and Pedestrian Advisory Commission
	12	7:00 p.m.	Tourism and Arts Commission
	14	9 am – 12 pm	City Council Budget Workshop
	16	6:30 p.m.	City Council Meeting
	17	6 am – 7 pm	General Primary Election (City Hall is a polling place)
	19	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	24	7:00 p.m.	Board of Fire and Police Commissioners
	31	7:00 p.m.	Inclusion, Diversity, Equity, and Awareness Commission

CITY OF WARRENVILLE

MEMORANDUM

TO: Mayor and City Council
FROM: Alma Morgan, Assistant City Administrator 
SUBJECT: SUMMARY OF AGENDA ITEMS FOR THE FEBRUARY 17, 2026, CITY COUNCIL MEETING
DATE: February 12, 2026

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

IV. CONSENT AGENDA – OMNIBUS VOTE

A. Ordinance O2026-06 – Amending City Code re Public Meetings (Attachment)

Included with the agenda backup material is an ordinance amending City Code to address inconsistencies regarding voting procedures and to ensure alignment with the Illinois Municipal Code. This is in response to City Administrator White's memo dated January 29, and discussions from the February 2 City Council meeting.

Council Action Requested: Pass Ordinance O2026-06, amending Sections 1-5-2, 1-5-7, and 1-8-4 of the City Code regarding voting procedures.

Staff Recommendation: City Administrator White recommends this action.

Budgetary Impact: None.

Other Resources Required: Staff time to coordinate the changes.

Strategic Plan Goal: Not applicable.

B. Ordinance O2026-07 – Zoning Ordinance Auto Use Amendments (Attachment)

On April 24, 2025, the Plan Commission recommended unanimous approval of Zoning Ordinance text amendments to permit auto-related uses as special uses in the M-1 and M-2 zoning districts. Due to a staff tracking error, this ordinance was not presented to the City Council for final review. After review with the City Attorney, staff proposes adoption of the draft ordinance. Community Development internal agenda management procedures have been updated to address the tracking issue and avoid processing delays. A copy of the draft ordinance and staff report are included with the agenda backup material.

Council Action Requested: Pass Ordinance O2026-07, amending the Warrenville Zoning Ordinance regarding automobile uses in manufacturing districts.

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

Budgetary Impact: None.

Other Resources: None.

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

- C. Resolution R2026-09 – Public Comment Policy (Attachment)
Included with the agenda backup material is a resolution adopting a Public Comment Policy pursuant to City Administrator White's memo dated January 29 regarding the same. This policy creates clear guidelines and transparency and will facilitate consistent and fair application of the rules for speaking at public meetings.
- Council Action Requested:** Pass Resolution R2026-09, adopting a Public Comment Policy.
Staff Recommendation: City Administrator White recommends this action.
Budgetary Impact: None.
Other Resources Required: Staff time to coordinate the changes.
Strategic Plan Goal: Not applicable.
- D. Resolution R2026-10 – Sebert Landscaping Co. Contract Renewal (Attachment)
In February 2025, City Council adopted Resolution R2025-10 approving a contract with Sebert Landscaping for mowing and landscaping services. According to contract, the City and Sebert may agree to extend the term of the contract up to three one-year extension periods. Staff and Sebert would like to extend the term of the contract for the first one-year extension period. Sebert has proposed an increase of 1% to the costs, increasing the value of the contract from \$133,730.00 to \$135,067.30. Included with the agenda backup material is a resolution and first amendment to the contract with Sebert Landscaping and an updated schedule of prices.
- Council Action Requested:** Pass Resolution R2026-10, approving the first amendment to the contract with Sebert Landscaping Company for mowing and landscaping services.
Staff Recommendation: Public Works Director Kuchler recommends this action.
Budgetary Impact: The FY 2026 and proposed FY 2027 Budgets include sufficient funding for this contract.
Other Resources Required: Staff time to coordinate with contractor.
Strategic Plan Goal: Not applicable.
- E. 5/3 Bank P-Card Purchase Expenditures (Attachment)
Approve expenditures for 5/3 Bank P-Card purchases made in December 2025, in the amount of \$14,201.74.
- F. Invoices Paid (Attachment)
Approve expenditures for invoices paid up to February 4, 2026, in the amount of \$298,692.87.
- G. Invoices Due (Attachment)
Authorize expenditures for invoices due on or before March 2, 2026, in the amount of \$492,810.03.
- H. Minutes of City Council Meetings (Attachment)
1) January 12, 2026, City Council and Plan Commission / Zoning Board of Appeals special joint meeting
2) February 2, 2026, City Council regular meeting
3) February 2, 2026, closed session meetings

V. REGULAR AGENDA

A. Ordinance O2026-08 – OTRS #2 Purchase and Sale Agreement (Attachment)

Included with the agenda backup material is an ordinance approving the negotiated Purchase and Sale Agreement (PSA) with Denver Capital, LLC - the preferred developer identified through a Request for Proposal process facilitated by city staff in 2025. Approval of a PSA does not immediately result in the sale of the property. Rather, it sets forth the milestones for moving through the full planning and zoning approval process before any sale transaction can occur. The PSA includes a preliminary conceptual rendering and site plan, but the site and building design will only be finalized through the public hearing process. Community and Economic Development Director Emery's memo dated February 10, 2026, is also included with the agenda backup material to provide more information.

Council Action Requested: Pass Ordinance O2026-08, authorizing the execution of a Purchase and Sale Agreement with Denver Capital, LLC for the sale of 1.39 acres of City-owned property located at the northeast corner of Batavia and Warrenville Roads.

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

Budgetary Impact: The City will transfer the property to Denver Capital for \$10.00 in exchange for Denver Capital, LLC's commitment to the terms and provision of the PSA.

Other Resources Required: Staff time to review plans and submittals through required public hearing, permit, property transfer, and inspection processes.

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

B. Resolution R2026-11 – Agreement for Water Service to Fermilab (Attachment)

The City provides water service to Fermi National Accelerator Laboratory (Fermilab). The existing intergovernmental agreement (IGA) approved by City Ordinance No. 2972 on December 21, 2015, is expiring, and Fermilab has requested a new IGA to continue City water service. The IGA included with the agenda backup material has an expiration date of August 15, 2030, to coincide with the expiration date in the IGA for City sanitary sewer service to Fermilab. The terms in the IGA are consistent with the expiring IGA.

Council Action Requested: Pass Resolution R2026-11, approving an intergovernmental agreement for the provision of water service to Fermilab.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: There is no budgetary change resulting from this action. The City will continue to bill Fermilab for water and sewer service at the rates it bills its other customers.

Other Resources Required: None.

Strategic Plan Goal: Not applicable.

C. Resolution R2026-12 – Gallagher Insurance Renewal Amendment (Attachment)

In December 2025, City Council adopted Resolution R2025-69 approving the City's renewal of its liability and workers compensation insurance package with Arther J. Gallagher & Co. Staff has since updated the insured values of City Hall, Public Works, and the Police Department buildings following the completion of a property appraisal of each building and added two newly acquired vehicles to the

City's insurance schedule. These updates resulted in a total premium increase of \$14,681, of which \$13,513 is attributable to the revised building valuations. Although the premiums have increased, the total cost remains below the amount originally budgeted for FY 2026, and the insured values of the City's primary facilities now reflect current market conditions.

Council Action Requested: Pass Resolution R2026-12, approving and authorizing the expenditure of additional funds under the insurance package from Arthur J. Gallagher & Co.

Staff Recommendation: Assistant City Administrator Morgan recommends this action.

Budgetary Impact: There is sufficient funding in the FY 2026 Budget to cover this \$14,681 expense, as an increase in rates had been anticipated. Even with this adjustment, the cost remains below the level originally projected.

Other Resources Required: Minimal staff time to process the supplemental invoice.

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

VI. PRESENTATION AND DISCUSSION ITEMS

A. Consideration of City Council Sponsorship Request from Operation Safe Celebration (Attachment) (D. Grivetti)

Included with the agenda backup material is a City Council Sponsorship Request from Operation Safe Celebration for 2026 post-prom events in the amount of \$500. The sponsorship is consistent with past Council support for post-prom events since 2001. The request indicates the funding will be used to pay for Wheaton Warrenville South and Wheaton North High Schools post-prom events at Main Event in Warrenville, and the events are open to all District 200 juniors and seniors.

Council Action Requested: Direct staff to present the Operation Safe Celebration Council sponsorship funding request for approval at the next City Council meeting in the amount of \$500.

Staff Recommendation: Not applicable, as this is a City Council policy decision.

Budgetary Impact: \$500 from the City Council sponsorship line item. Sufficient funding is available for this expense in the FY 2026 Budget.

Other Resources Required: Not applicable.

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

B. Consideration of Additional Funding Request from Friends of the 4th (Attachment) (D. Grivetti)

The Warrenville Friends of the 4th Committee is requesting an additional \$10,000 in grant funding for the 2026 Independence Day Celebration. Since FY 2019, the City has budgeted \$30,000 annually for this event from the Hotel Tax Fund. Beginning in FY 2023, the Committee requested an additional \$10,000 to address rising costs, particularly for entertainment and fireworks. The City pays the contracted fireworks vendor from these budgeted funds and is currently in the second year of a three year contract for an annual fireworks display in the amount of \$28,000.

Additionally, the City has historically budgeted \$11,000 each year from the Hotel Tax Fund for in-kind services related to this event. Any service costs exceeding this amount are paid from the General Fund and are considered a City donation.

City Council direction from January 2025 instructed staff to evaluate an increase in the budgeted City services from the Hotel Tax Fund to better represent actual costs for FY 2026 and beyond. Following this review, the Long-Range Financial Planning Workgroup recommends maintaining the current \$11,000 allocation and reporting any additional costs exceeding this amount to the City Council after the next event.

Included with the agenda backup material is a request letter from Warrentville Friends of the 4th Committee President Colin Wilkie, dated February 9, 2026.

Council Action Requested: Direct staff to present the Warrentville Friends of the 4th additional funding request for approval at the next City Council meeting in the amount of \$10,000.

Staff Recommendation: Executive Assistant / Deputy Clerk and Warrentville Friends of the 4th Staff Liaison Grivetti recommends this action.

Budgetary Impact: An increase of \$10,000 (for a total of \$40,000) in the proposed FY 2027 Hotel Tax Fund Budget for Fourth of July event sponsorship.

Other Resources Required: None.

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

C. Consideration of Funding Request from DuPage Senior Citizens Council (Attachment) (K. Dahlstrand)

Each year, the City budgets \$15,000 to support services provided by the DuPage Senior Citizens Council (DSCC) to Warrentville senior citizens. These services include Meals on Wheels, Senior Dining, Well Being-Checks, Minor Home Repairs, and other needed services.

Historically, this annual funding has not been presented to the City Council for consideration, as the "cost gap" identified by the DSCC typically exceeded the City's budgeted \$15,000 contribution. However, DSCC's most recent request indicates a funding gap of \$8,360 for services provided to Warrentville seniors.

Included with the agenda backup material is the most recent request and supporting documentation from the DSCC seeking \$15,000 in support.

Staff is requesting Council direction on whether to remit the full \$15,000 budgeted amount or limit the contribution to \$8,360 to match the funding gap identified by the DSCC.

Council Action Requested: Direct staff to present the DuPage Senior Citizens Council funding request for approval at the next City Council meeting in the amount of \$_____.

Staff Recommendation: Not applicable

Budgetary Impact: A total of \$15,000 was budgeted in the FY 2026 General Fund Budget for this annual support.

Other Resources Required: Minimal staff time to process the payment.

Strategic Plan Goal: #2 Engaged and Connected Community – Promote Participation and Belonging; and #3 Quality City Services – Deliver Services Sustainably.

- D. Consideration of Contract with Corpro Companies, Inc. (Attachment) (Z. Jardine)
Included with the agenda backup material is a contract with Corpro Companies, Inc. for the installation of cathodic protection systems at the West Water Tower (Country Ridge Drive) and the South Water Tower (West Street). These systems will reduce corrosion, extend the service life of the towers, and protect critical components of the City's drinking water infrastructure. Corpro is a qualified specialist with extensive experience in municipal water storage corrosion control and was the contractor that installed the cathodic protection system in the City's new water tower. To ensure consistency with existing City infrastructure, staff requested a proposal solely from Corpro for this work; therefore, City Council action is required to waive competitive bidding.

Council Action Requested: Direct staff to present a resolution approving a contact with Corpro Companies, Inc. to install internal cathodic protection at two City water towers at West Street and Country Ridge Drive.

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

Budgetary Impact: While this work was not specifically included in the FY 2026 Budget, there are sufficient funds available in the Water and Sewer Fund for this project to cover the \$50,166 expense.

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

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

- E. Consideration of Safe Step Contract for Sidewalk Repairs (Attachment) (J. Clark)
Included with the agenda backup material is a proposal for sidewalk repairs, specifically trip hazard repairs from Safe Step LLC. Staff requested a free evaluation of an area of the City from Safe Step in the fall of 2025. Safe Step performed the evaluation and presented a proposal with 417 recommended repairs totaling \$45,324.53. Safe Step is recommending the City become a member of The Interlocal Purchasing System (TIPS), a national government buying cooperative offering competitively bid contracts to help members save time and money.

Council Action Requested: Direct staff to present a resolution approving a contract with Safe Step LLC for the repair of certain City sidewalks in the amount of \$45,324.53 through the TIPS Purchasing Cooperative.

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

Budgetary Impact: CMRP \$45,324.53

Other Resources Required: Staff time to work with City Attorney to prepare a resolution and coordinate repairs with contractor.

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

F. Consideration of DMMC 2026 Legislative Action Program (Attachment) (Mayor Johnson)

In November 2025, the DuPage Mayors and Managers Conference (DMMC) unanimously adopted its 2026 Legislative Action Program (LAP). DMMC annually requests that member municipalities adopt a resolution endorsing the LAP to demonstrate support. Included with the agenda backup material is the 2026 DMMC LAP.

Council Action Requested: Direct staff to present a resolution approving the DuPage Mayors and Managers Conference 2026 Legislative Action Program.

Staff Recommendation: City Administrator White recommends this action.

Budgetary Impact: None.

Other Resources Required: None.

Strategic Plan Goal: Not applicable.

G. Presentation of an Update on the IL Route 59 Corridor Study Process (Attachment) (J. Maska)

During the January 12, special joint meeting of the City Council and Plan Commission, elected and appointed officials provided input on a proposed Route 59 Corridor Study. In response and in accordance with the Community Development FY 2026 Workplan, staff prepared the attached Request for Proposals (RFP).

The proposed study area generally includes properties at and south of the intersection of Route 59 and Batavia Road, with particular focus on City-owned properties. The project scope includes preparation and adoption of a comprehensive corridor plan, which may incorporate updated land use designations, landscaping and design standards, public engagement, and marketing materials and supporting studies for key redevelopment sites. The public planning process is anticipated to begin in early FY 2027 (May 2026), contingent upon City Council approval of the associated decision package. The RFP is included with the agenda backup material.

Council Action Requested: Informational presentation only.

Staff Recommendation: Not applicable.

Budgetary Impact: A decision package for \$145,000 for this project will be presented to the City Council with the FY2027 Budget. This project is proposed to be funded by TIF #4.

Other Resources Required: Staff resources to review RFP submissions, interview consultants, and ultimately coordinate and manage the subsequent public planning process.

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

H. Consideration of Bike Rodeo Solicitations and Street Closure (Attachment) (K. Hernandez-Galvan)

The Bicyclist and Pedestrian Advisory Commission (BPAC) is requesting City Council authorization to solicit local businesses for donated items to be used as giveaways for the twentieth annual Bike Rodeo, scheduled for Saturday, May 16, 2026, as well as approval to close a section of Stafford Place for the event due to liability and safety concerns. Included with the agenda backup material is Asset

Management Analyst and BPAC Staff Liaison Hernandez-Galvan's memo dated February 10, 2026, requesting authorization and detailing the proposed street closure, including a map of the recommended closure area.

Council Action Requested: Direct staff to proceed with prize solicitations and the temporary street closure for the twentieth annual Bike Rodeo, as outlined in Asset Management Analyst and BPAC Staff Liaison Hernandez-Galvan's memo, dated February 10, 2026.

Staff Recommendation: Public Works Director Kuchler and Asset Management Analyst Hernandez-Galvan recommend this action.

Budgetary Impact: Not applicable.

Other Resources Required: Public Works staff time to set up and remove barricades.

Strategic Plan Goal: #5 Safe and Healthy Neighborhoods – Proactive Community Education.

- I. Consideration of 2026 Construction Project Bid Letting (Attachment) (P. Kuchler)
City staff is requesting authorization to seek bids for the Shaw Drive Area Street Rehabilitation Project, the 2026 Road Program, Cerny Park-Phase 2 Project, and the Central 2 Basin Sanitary Sewer Maintenance Project before the FY 2027 Budget is formally approved. It is staff's experience that seeking bids for planned infrastructure construction projects in late winter or early spring results in lower bid prices. Public Works Director Kuchler's memo dated February 10, 2026, is included with the agenda backup material. Public Works Director Kuchler will present this item and be available to answer questions.

Council Action Requested: Direct staff to advertise for bids for the 2026 construction projects outlined in Public Works Director Kuchler's memo dated February 10, 2026, prior to formal approval of the Fiscal Year 2027 Budget.

Staff Recommendation: Public Works Director Kuchler recommends this action.

Budgetary Impact: No money will be spent until FY 2027. Public Works Director Kuchler's memo outlines the costs associated with each project that are proposed in the FY 2027 Budget.

Other Resources Required: Staff and consultant time to finalize the review, permitting, and inspection of these projects.

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

- J. Consideration of Change Order to Contract with Maguire Iron, Inc. (Attachment) (P. Kuchler)

Included with the agenda backup material is Change Order No. 1 to the contract with Maguire Iron, Inc for the West Water Tower Riser Pipe Replacement Project located at 2S649 Country Ridge Drive. The change order modifies the contract scope to replace approximately 110 linear feet of steel riser pipe by increasing the diameter from 10 inches, as specified in the original contract documents, to 12 inches to satisfy operational, hydraulic, and system performance requirements identified during project review. This modification is within the intent of the original contract and is necessary to ensure adequate system capacity, operational efficiency, and long-term reliability of the West Water Tower.

Council Action Requested: Direct staff to present a resolution and change order to the contract with Maguire Iron, Inc. for the West Water Tower Riser Pipe Replacement Project.

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

Budgetary Impact: The additional \$8,250 expense can be accommodated within available project funding.

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

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

K. Discussion of FY 2027 Preliminary Citywide Work Plan (Attachment) (A. Morgan)

The Citywide Work Plan is incorporated into the City's budget process and provides the City Council with an overview of large, multi-departmental initiatives and their proposed prioritization. This item will appear under Presentation and Discussion Items on each City Council agenda through the March budget workshop. Including this item on a recurring basis allows Council members to review the initiatives and provide feedback to staff throughout the budget process.

A new line item, CW1-10, was added to Tier One Initiatives. The U.S. Department of Justice clarified that all city websites and mobile apps must be accessible to people with disabilities under the ADA, with compliance by April 2027. The initiative reflects the City's planned, good faith progress towards meeting this requirement. Line item CW3-4 was amended to reflect discussion that occurred at the February 2, 2026, City Council meeting, which provided clarification regarding a specific location for native plantings.

The agenda backup material includes the draft FY 2027 Citywide Work Plan. Assistant City Administrator Morgan will be available to address questions at the meeting.

Council Action Requested: Provide feedback, input, and direction to staff on the initiatives and the initial prioritization.

Staff Recommendation: Not applicable.

Budgetary Impact: Not applicable.

Other Resources Required: Staff time to amend the work plan, as needed.

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

L. Warrenville Mercantile Workgroup (Attachment) (A. Emery)

As the City moves toward the official launch of the Warrenville Mercantile, staff will be meeting with community stakeholders to obtain guidance, community perspective, and feedback on the operations of and community goals for the Mercantile. Staff would like a City Council representative to volunteer to participate in these conversations.

Council Action Requested: One alderman to volunteer to participate in the Warrenville Mercantile workgroup discussions.

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

Budgetary Impact: \$175,000 is included in FY 2027 Budget for full buildout. This

amount may be reduced depending on sponsorship commitments and/or partial buildout direction of the City Council.

Other Resources Required: Staff and volunteer time for meetings.

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

VII. INFORMATIONAL REPORTS

- A. Letter of Appreciation Regarding MERIT Assistance (Attachment) (S. Bonilla)
Receive and file a letter of appreciation from Addison Police Chief regarding assistance received for a request for mutual aid.
- B. Wire Transfer Report (Attachment)
Receive and file the January 2026 Wire Transfer Report.
- C. Minutes of the Board of Fire and Police Commissioners (Attachment)
Receive and file minutes of the Board of Fire and Police Commissioners meeting held on November 12, 2025.
- D. Minutes of the Bicyclist and Pedestrian Advisory Commission (Attachment)
Receive and file minutes of the Bicyclist and Pedestrian Advisory Commission meeting held on January 13, 2026.
- E. Minutes of the Environmental Advisory Commission (Attachment)
Receive and file minutes of the Environmental Advisory Commission meeting held on January 20, 2026.

AM/drg

ORDINANCE NO. O2026-06

AN ORDINANCE AMENDING SECTIONS 1-5-2, 1-5-7, and 1-8-4 OF THE WARRENVILLE CITY CODE REGARDING VOTING PROCEDURES

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

WHEREAS, Sections 1-5-2 and 1-5-7 of the Warrenville City Code ("**City Code**") each include a provision providing when the Mayor has a vote; and

WHEREAS, Section 1-8-4.B.6 of the City Code sets forth various exceptions to the competitive bidding requirements, including authorizing the City Council to waive the competitive bidding requirements by a two-thirds vote of the members of the City Council; and

WHEREAS, Section 3.1-40-30 of the Illinois Municipal Code sets forth the circumstances under which the Mayor has a vote, 65 ILCS 5/3.1-40-30, and Section 8-9-1 of the Illinois Municipal Code authorizes the waiver of the competitive bidding, 65 ILCS 5/8-9-1 ("**State Laws**"); and

WHEREAS, the City desires to update and clarify Sections 1-5-2, 1-5-7, and 1-8-4.B.6 of the City Code, including amending them to comport with the State Laws (collectively, the "**Proposed Amendments**"); 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 Proposed Amendments and amend the City Code in accordance with this Ordinance;

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

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

SECTION 2: Amendments Section 1-5-2. Section 1-5-2, titled "Presiding Officer," of Chapter 5, titled "Mayor and City Council", of Title 1, titled "Administration", of the City Code, is hereby amended as follows:

1-5-2: PRESIDING OFFICER:

A. Mayor: The mayor shall preside at all meetings of the council, ~~but he or she shall have a vote only where the state statutes or the municipal ordinances require more than a majority vote of the corporate authorities, or in the event of a tie, or where one half (1/2) of the aldermen elected have voted in favor of an ordinance, resolution or motion, even though there is no tie vote~~ **1**. (Ord. 1729, 11-16-1998)

* * *

(additions are bolded and double-underlined; deletions are struck-through)

SECTION 3: Amendments Section 1-5-7. Section 1-5-7, titled "Rules and Order of Business," of Chapter 5, titled "Mayor and City Council", of Title 1, titled "Administration", of the City Code, is hereby amended as follows:

"1-5-7: RULES AND ORDER OF BUSINESS:

* * *

B. Voting:

1. All ordinances for whatever purpose and any resolution or motion:
1) to create any liability against the city, or 2) for the expenditure or appropriation of its money, shall require the concurrence of a majority of all members **of the City Council then** holding office.
2. In the voting upon of all ordinances and upon any resolutions or motions, the "yeas" and "nays" of each member will be taken and recorded in the minutes of the council.
3. ~~An Members of the City Council alderman is are~~ not required to vote on a motion, resolution or ordinance.
4. ~~A member of the City Council's~~ **A member of the City Council's** His failure to vote will not invalidate a resolution or motion which does not require the affirmative vote of a particular percentage of the council where the majority of those exercising their franchise are in favor of the motion or resolution.
5. The mayor **shall not vote on any ordinance, resolution, or motion except the following:** ~~is required to vote on three (3) occasions:~~
 - a.1. Where the vote of the aldermen has resulted in a tie;
 - b.2. Where one-half (1/2) of the aldermen elected have voted in favor of an ordinance, resolution or motion, even though there is no tie vote; or
 - c.3. Where a vote greater than a majority of the corporate authorities is required by state statutes to adopt an ordinance, resolution or motion. (Ord. 469, 10-5-1979)
6. Any vote provided for under the Illinois municipal code or state statute that does not specify whether it shall be a concurring vote or an affirmative vote shall be considered an affirmative vote. In such an instance, an abstention, a pass or a recusal of a member of the **city council** ~~corporate authorities~~ in response to a roll call vote on a matter shall be recorded as such and shall not be counted as a vote with the majority.

* * *

(additions are bolded and double-underlined; deletions are struck-through)

SECTION 4: Amendments Section 1-8-4. Section 1-8-4, titled "Purchasing Procedures," of Chapter 8, titled "City Finances", of Title 1, titled "Administration", of the City Code, is hereby amended as follows:

"1-8-4: PURCHASING PROCEDURES:

* * *

B. Bid Procedures:

* * *

5. Bidding Procedures And Requirements: All purchase orders or contracts of whatever nature, for labor, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies involving amounts in excess of twenty five thousand dollars (\$25,000.00) made by or on behalf of the City, shall be let by free and open competitive bidding after due advertisement, to the lowest responsible bidder, or in the appropriate instance to the highest responsible bidder, depending upon whether the City is to expend or receive money. "Due advertisement", as used herein, shall mean publication of the advertisement for bids not less than ten (10) days prior to the bid opening.

6. Exemptions From Bidding Requirements:

a. The following purchases are exempt from the requirements set forth in this section of open and competitive bidding:

(1) Purchase contracts for either labor, services, materials, equipment, or a combination thereof, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, and contracts for supplies, materials, parts, or equipment which are available only from a single source.

(2) All purchase orders or contracts of whatever nature for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies wherein the price to be paid by the City is equal to or less than a price established by open and competitive bidding through either an agency of the Federal government or an agency of the State, within one year immediately preceding the letting of the proposed contract by the City.

(additions are bolded and double-underlined; deletions are struck-through)

- (3) All purchase orders or contracts of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the City Council, by a two-thirds (2/3) majority affirmative vote of the **aldermen** ~~members of the City Council~~ then holding office, waive the requirement of open and competitive bidding, except in such instances where open and competitive bidding is required by the provisions of section 8-9-1 of the Illinois Municipal Code.

* * *

SECTION 5: Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in the manner provided by law.

PASSED THIS _____ day of _____, 2026.

VOTE: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

APPROVED THIS _____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

(additions are bolded and double-underlined; deletions are struck-through)

ORDINANCE NO. O2026 - 07

**AN ORDINANCE AMENDING THE WARRENVILLE ZONING ORDINANCE
REGARDING AUTOMOBILE USES IN MANUFACTURING DISTRICTS**

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

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

WHEREAS, Table 3A of the Zoning Ordinance sets forth regulations regarding permitted and special uses in all zoning districts ("**Table 3A**"); and

WHEREAS, the City desires to amend Table 3A to allow automobile detailing shops, automobile indoor storage, and automobile repair shops as special uses in the M-1 Light Manufacturing Zoning District and M-2 General Manufacturing District (collectively, the "**Text Amendments**"); and

WHEREAS, pursuant to notice duly published in the *Daily Herald* on April 9, 2025, the Plan Commission held a public hearing on April 24, 2025, to consider the Text Amendments; and

WHEREAS, on April 24, 2025, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended that the City Council approve the Text Amendments; and

WHEREAS, the Mayor and the City Council have considered the recommendations of the Plan Commission and all of the materials, facts, and circumstances relating to the Text Amendments, and find that it is in the best interest of the City and the public to approve the Text Amendments and amend the Zoning Ordinance in the manner provided in this Ordinance;

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

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

SECTION TWO: Amendments to Table 3A. Table 3A of the Zoning Ordinance is hereby amended as follows:

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

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

LAND USE	* Most Restrictive (Lowest Numbered) Districts Use is a Permitted Use in * * *	* Most Restrictive (Lowest Numbered) Districts Use is a Special Use in
Automobile D etailing S shop		B4 <u>M1</u>
Automobile I ndoor S torage		B4 <u>M2</u>
Automobile repair shops		B4 <u>M2</u> <u>1</u>
	* * *	

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect 10 days following its passage, approval, and 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

4899-3581-2668, v. 2

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

RESOLUTION NO. R2026-09

**A RESOLUTION ADOPTING
THE PUBLIC COMMENT POLICY**

WHEREAS, the City of Warrenville recognizes that the opportunity for members of the public to address public officials during a public meeting is essential to democratic self-governance; and

WHEREAS, public bodies in the State of Illinois are required by the Open Meetings Act (5 ILCS 120) to offer members of the public an opportunity to address the public body pursuant to rules adopted by the body; and

WHEREAS, the Mayor and the City Council desire to adopt the Public Comment Policy ("**Public Comment Policy**"), which sets forth the rules governing public comment during meetings of the City Council and other subsidiary bodies of the City; and

WHEREAS, the Public Comment Policy is intended to update and replace any existing public comment rules previously adopted by the City; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and the public to adopt the Public Comment Policy in accordance with this Resolution;

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: Adoption of Public Comment Policy. The Public Comment Policy is hereby approved and adopted in the form attached to this Resolution as **Exhibit A**. This policy supersedes and replaces any prior adopted rules pertaining to the opportunity to provide public comment at meetings of the City Council meetings and other subsidiary bodies of the City previously adopted by the City Council.

SECTION 3: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Voting Record and Signature Page Follows]

PASSED THIS ____ day of _____, 2026.

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

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
PUBLIC COMMENT POLICY

EXHIBIT A

Public Comment Policy

Authority

This policy concerning public comment and participation is adopted pursuant to Section 1.00(g) of the Illinois Open Meetings Act (O₂A) and is intended to provide rules pursuant to which members of the public may address public officials during public meetings (Public Comment Time).

Scope

The rules set forth in this Policy apply to Public Comment Time at all public meetings held by the City of Arrenville and any subsidiary public body of the City to which the O₂A is applicable (collectively Public Bodies) including but not limited to Plan Commission/ zoning Board of Appeals and all other City Boards, Commissions, and Committees.

Purpose

The City of Arrenville values the input of its residents and encourages active participation in the decision-making process. The purpose of this policy is to establish a clear process for Public Comment Time in order to maintain an orderly and respectful environment during public meetings. Public Comment Time is intended to allow members of the public to address the Public Body on a topic that is germane to matters within the specific purview and jurisdiction of the Public Body.

Rules

1. Location:

Unless the meeting is a remote meeting in accordance with the provisions of the O₂A, any person desiring to make a public comment must do so in person at the location at which the public meeting is taking place. As provided in Section 2 of these Rules, written comments may be submitted to the Public Body, but written comments will not be read aloud during Public Comment Time. Speakers are encouraged to sign up in advance to speak by completing the appropriate form and providing it to staff or the City Clerk prior to the meeting. If you wish to speak on a specific agenda item, please note the agenda number or topic when signing up.

2. Topics:

Public Comment Time is intended for comments on matters that are specific to an item listed on the meeting agenda or germane to a matter within the purview of the Public Body. For comments regarding a matter on the agenda, the Presiding Officer may, at their discretion, allow the comment to be provided during that agenda item.

3. Time Limit:

No speaker may speak during Public Comment Time for more than three minutes, unless the Presiding Officer designates a longer time period for that meeting, which longer time period must be applicable to all persons making comments during Public Comment Time at that meeting. The maximum amount of time allocated for Public Comment Time at any meeting is 15 minutes, unless determined otherwise by the Presiding Officer prior to the commencement of Public Comment Time.

In the event that all persons desiring to speak during the Public Comment Time are not able to do so within the time limit allowed, the Presiding Officer may either extend the time allocated for Public Comment Time, or allow for continuation of Public Comment Time after the completion of all other matters on the agenda. If the Presiding Officer decides to extend the time allocated for Public Time or allows for its continuation after other matters on the agenda,

that decision may be overruled by a majority vote of the members of the Public Body present at the meeting.

A speaker that is representing, or speaking on behalf of, an individual, group, or association will not be allocated additional time regardless of whether they are speaking for or on behalf of multiple people.

A speaker may not yield time to another speaker.

4. Elected Officials and Staff Interaction:

Unlike a “public hearing,” at which testimony is presented under oath and may be subject to examination by, and dialogue with, public officials and others in attendance, Public Comment Time is strictly limited to comments made by a speaker to the Public Body. Public Comment Time is not intended to be a forum for open dialogue or engagement. Officials and City staff generally will not engage in direct responses to public comments during the meeting. This ensures that the meeting remains on schedule and focused on the agenda. However, speaker concerns and suggestions will be carefully considered. If a speaker would like a follow-up regarding their comment, they may provide their contact information at the time of speaking or reach out directly to staff after the meeting. The Presiding Officer may direct the City Administrator or other City staff to respond to questions or issues raised in a public comment at an appropriate time after the public meeting.

5. Respectful and Constructive Communication:

All comments should be delivered in a respectful, courteous, polite, and constructive manner. No speaker may engage in conduct or speech that is imminently threatening to any person, incites violence, or that is obscene. No speaker may engage in conduct that is disorderly and that disrupts or interferes with the ability of the Public Body to conduct the meeting.

Speakers must state their name in a clear manner so that it can be recorded in the minutes. Speakers are not required to state their home address; however, the Presiding Officer may ask the speaker to state whether they are a resident of the City. If the speaker is representing an individual, group, or association, the speaker must disclose that representation.

All comments must be directed to the Public Body, and not to any member of the public, audience, or staff.

Speakers must speak from the podium or designated location in the public meeting room as designated by the Presiding Officer.

6. Written Comments:

Written comments may be submitted prior to the meeting or during the meeting for inclusion in the public record. However, written comment submitted will not be read aloud during the meeting. Written comments should be addressed to the Presiding Officer of the Public Body or City Clerk to:

City of Warrenville City Hall
3S258 Manning Avenue
Warrenville, IL 60555
Or by email to clerk@warrenville.il.us

All written submissions received for the Public Body will be provided to the members of the Public Body.

7. Enforcement by the Presiding Officer:

The Presiding Officer has the authority and the direction to strictly enforce these Rules, and to do so in a fair and consistent manner. The Presiding Officer may interrupt a speaker in order to enforce these Rules, and may limit the comments or take the floor from any speaker who the Presiding Officer determines is violating these Rules.

Any person that the Presiding Officer determines is violating any of these Rules may be required to terminate their comments and vacate the podium or be subject to other action as deemed necessary by the Presiding Officer. Additionally, the Presiding Officer or a majority of the members of the Public Body may require that person to leave the premises of the meeting.

RESOLUTION NO. R2026-10

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO
CONTRACT WITH SEBERT LANDSCAPE COMPANY FOR
MOWING AND LANDSCAPING SERVICES**

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

WHEREAS, on February 18, 2025, the City Council adopted Resolution No. R2025-10, approving a contract ("**Contract**") with Sebert Landscape Company ("**Sebert**") for the provision of mowing and landscaping services ("**Work**"); and

WHEREAS, pursuant to Section 3 of the Contract, the City and Sebert may agree to extend the term of the Contract for up to three one-year extension periods; and

WHEREAS, the initial one-year term of the Contract is expiring, and the City and the Sebert desire to extend the term of the Contract for the first one-year extension period commencing February 20, 2026 and ending February 19, 2027 ("**First Renewal Term**"); and

WHEREAS, Sebert has submitted a proposal to perform the Work during the First Renewal Term in the not to exceed amount of \$135,067.30, as set forth in an updated schedule of prices ("**Schedule of Prices**") and

WHEREAS, the City and Sebert desire to amend the Contract to enter into the First Renewal Term and include the Schedule of Prices ("**First Amendment**"); and

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

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

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

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

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final First Amendment only after receipt by the City Administrator of at least two executed copies of the First Amendment from Sebert; provided, however, that if the City Administrator does not receive such executed copies of the First Amendment from Sebert within 60 days after the date of adoption of this Resolution, then this authority to execute and seal 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
FIRST AMENDMENT

**FIRST AMENDMENT TO THE CONTRACT BY AND BETWEEN
THE CITY OF WARRENVILLE AND SEBERT LANDSCAPE COMPANY
FOR MOWING AND LANDSCAPING SERVICES**

THIS FIRST AMENDMENT is made and entered into as of the 17th day of February, 2026, by and between the City of Warrenville, an Illinois home rule municipal corporation (“**City**”), and Sebert Landscape Company, an Illinois corporation (“**Contractor**”). In consideration of the recitals and mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The City and the Contractor entered into that certain contract titled “City of Warrenville Contract – 2025 Mowing and Landscape Maintenance” dated February 20, 2025 (“**Contract**”) for mowing and landscaping services (“**Work**”).

B. Section 3 of the Contract provides that the initial term of the Contract shall not exceed one year, provided, however, that the City and the Contractor may mutually agree to extend the Contract for up to three additional one-year periods.

C. Section 2 of the Contract provides that the Contractor will take in payment for all Work under the Contract the compensation set forth on the Schedule of Prices attached to the Contract as Attachment C.

D. The City and Contractor desire to renew the Contract for the first additional one-year period starting February 20, 2026 and ending February 19, 2027 (“**First Renewal Term**”).

E. The Contractor has agreed to take in payment for all Work during the First Renewal Term the compensation set forth on **Exhibit A** to this First Amendment (“**Updated Schedule of Prices**”).

F. The City and the Contractor desire to amend of the Contract (“First Amendment”) to renew the Contract for the First Renewal Term and add the Updated Schedule of Prices.

Section 2. Definitions.

A. Definitions. All initial-capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Contract.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Contract and the remain unchanged and in full force and effect. In the event of a conflict between the text of the Contract and the text of this First Amendment, the text of this First Amendment controls.

Section 3. First Renewal of the Contract.

Pursuant to Section 3 of the Contract, as amended, the City and the Contractor hereby renew the Contract for the First Renewal Term.

Section 4. Updated Schedule of Prices.

The Contract is amended to add the Updated Schedule of Prices attached to this First Amendment as **Exhibit A**, which provides the compensation to be paid by the City to the Contractor for Work during the First Renewal Term.

Section 5. Effect.

All terms, conditions, and provisions of the Contract, including pricing, that are not specifically amended, modified, or supplemented by this First Amendment will remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Contract, or any part thereof, and the text of this First Amendment, the text of this First Amendment will control.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

Date: _____

Date: _____

WITNESS:

SEBERT LANDSCAPE COMPANY

By: Trent Leitsch
Printed Name: Trent Leitsch
Date: 1-15-2026

By: Kevin Pryor
Printed Name: Kevin Pryor
Date: 1/15/2026

EXHIBIT A
SCHEDULE OF PRICES FOR FIRST RENEWAL TERM

EXHIBIT A
2026 Mowing and Landscape Maintenance Updated Schedule of Prices

I. LANDSCAPE MAINTENANCE AT CITY-OWNED PROPERTIES	COST/OCCURRENCE	# OCC.	EXTENSION
1 Historical Museum / Albright Building / Leone Schmidt Park - 35530 Second St (Northwest corner of Second St & Warrenville Rd)	\$90.90 /OCC.	30	\$ 2,727.00
2 City Hall - 35258 Manning Ave and 28W701 Stafford Place	\$90.90 /OCC.	30	\$ 2,727.00
3 Police Station - 35245 Warren Avenue	\$111.10 /OCC.	30	\$ 3,333.00
4 Public Works Facility - 35346 Mignin Drive	\$85.85 /OCC.	30	\$ 2,575.50
5 Islands (4) on Warrenville Road	\$90.90 /OCC.	30	\$ 2,727.00
6 Cerny Park - 28W441 Forestview Avenue South	\$141.40 /OCC.	60	\$ 8,484.00
7 Veterans Memorial Islands (3)	\$30.30 /OCC.	30	\$ 909.00
8 West Avenue - both sides of the street, between Old Warrenville Road and south of Galusha Road	\$30.30 /OCC.	30	\$ 909.00
9 Warrenville Road - south side of street, east of bridge over West Branch DuPage River	\$30.30 /OCC.	30	\$ 909.00
10 Rockwell Street - east side of street, between Calumet Avenue East and Butterfield Road	\$30.30 /OCC.	30	\$ 909.00
11 Burk Avenue - both sides of street, between Wagner Drive and Rogers Avenue	\$35.35 /OCC.	30	\$ 1,060.50
12 Batavia Road - both sides of street, between Butterfield Road and Williams Road	\$123.22 /OCC.	30	\$ 3,696.60
13 Batavia Road, west of Illinois Route 59 - north side of the street between Continental Drive and Sanchez Drive. South side of street between the railroad crossing and service entrance to Sutton Square retail center.	\$90.90 /OCC.	30	\$ 2,727.00
14 Aurora Way - both sides of street, between Warrenville Road and Landon Avenue	\$55.55 /OCC.	30	\$ 1,666.50
15 Fox Hollow Lift Station - 15681 Essex Lane	\$30.30 /OCC.	30	\$ 909.00
16 Water Tower and Well Site #8 - 25649 Country Ridge Drive	\$20.20 /OCC.	30	\$ 606.00
17 Well Site #10 - 30W194 Batavia Road	\$20.20 /OCC.	30	\$ 606.00
18 Well Site #12 - 25900 Timber Drive	\$20.20 /OCC.	30	\$ 606.00
19 Well Site #11 - 2W255 River Road	\$20.20 /OCC.	30	\$ 606.00
20 Water Tower and Well Site #9 - 27W601 Warrenville Road	\$40.40 /OCC.	30	\$ 1,212.00
21 West Street Water Tower - 4740 West Street	\$30.30 /OCC.	30	\$ 909.00
22 Warren Avenue Lift Station - 35631 Warren Avenue	\$30.30 /OCC.	30	\$ 909.00
23 Breme Drive Lift Station - 35665 Breme Drive West	\$30.30 /OCC.	30	\$ 909.00
24 Rogers Ave Well Site (abandoned) - 28W436 Rogers Avenue	\$30.30 /OCC.	30	\$ 909.00
25 Williams Rd Lift Station - E. side Williams: Morris Ct to native plants	\$20.20 /OCC.	30	\$ 606.00
26 Batavia Rd: Emerald Green Drive to Seraph Holmes Court to Maple Terrace driveway on north, including PACE Bus Stop	\$20.20 /OCC.	30	\$ 606.00
27 ROW Barkley Ave: Duke Parkway to Estes Street	\$20.20 /OCC.	30	\$ 606.00
28 Well Site #13 - 30W121 Estes Street	\$30.30 /OCC.	30	\$ 909.00
29 ROW Batavia Road parkway at Riverside Avenue	\$20.20 /OCC.	30	\$ 606.00
30 Porter's Landing: 20' wide from River Road to edge of river	\$20.20 /OCC.	30	\$ 606.00
31 Frontage Road at NE Route 56 / Route 59 grass outside wooded area	\$30.30 /OCC.	30	\$ 909.00
32 Calumet Avenue East: Rockwell Street to Route 56 / Butterfield Road	\$50.50 /OCC.	30	\$ 1,515.00
33 East side of River Road: Bower School to Towne Tap	\$95.95 /OCC.	30	\$ 2,878.50
34 Warrenville Entry Monument Sign on Winfield Road	\$20.20 /OCC.	30	\$ 606.00
35 East side of Barkley Avenue: Route 56 / Butterfield Rd to Lakeview Dr	\$25.25 /OCC.	30	\$ 757.50
36 OTRS #2 - Northeast corner of Batavia Road and Warrenville Road	\$85.85 /OCC.	30	\$ 2,575.50
37 Premium Dyed Brown Double Ground Mulch	\$60.60 /CUBIC YARD	100	\$ 6,060.00
SUBTOTAL:			\$ 62,781.60

2026 Mowing and Landscape Maintenance Updated Schedule of Prices

II. ROUTE 56 CLEAN-UP AND REPAIR	COST/OCCURRENCE	# OCC.	EXTENSION
A. Spring	2929 /OCC.	1	\$ 2,929.00
B. Fall	2171.5 /OCC.	1	\$ 2,171.50
C. Policing	555.5 /OCC.	2	\$ 1,111.00
SUBTOTAL:			\$ 6,211.50

III. ROUTE 56 SCHEDULED LANDSCAPE MAINTENANCE	COST/OCCURRENCE	# OCC.	EXTENSION
A. Turf			
1. Fine Turf			
a) Fine Turf Mowing (includes litter removal, hand-weeding)	505 /OCC.	30	\$ 15,150.00
b) Fertilization			
i. Spring	1010 /OCC.	1	\$ 1,010.00
ii. Summer	1010 /OCC.	1	\$ 1,010.00
iii. Fall	1010 /OCC.	1	\$ 1,010.00
c) Herbicide Application			
i. Selective Broadleaf Pre-Emergent Blanket Spray	606 /OCC.	2	\$ 1,212.00
ii. Broadleaf Post-Emergent Blanket Spray	606 /OCC.	2	\$ 1,212.00
iii. Selective Broadleaf - Spot Treatment	202 /OCC.	3	\$ 606.00
B. Perennial Beds and Tree Rings			
1. Perennial Beds			
a) Fertilization	404 /OCC.	1	\$ 404.00
b) Compost	6817.5 /OCC.	1	\$ 6,817.50
c) Weed Control			
i. Pre-emergent	606 /OCC.	1	\$ 606.00
ii. Post-emergent	303 /OCC.	3	\$ 909.00
d) Cut back	404 /OCC.	1	\$ 404.00
e) Bed edging	404 /OCC.	3	\$ 1,212.00
f) Cultivate beds	303 /OCC.	1	\$ 303.00
2. Tree Rings			
a) Fertilization	454.5 /OCC.	1	\$ 454.50
b) Edging Tree Rings	1262.5 /OCC.	2	\$ 2,525.00
c) Weed Control			
i. Pre-emergent	909 /OCC.	1	\$ 909.00
ii. Post-emergent	303 /OCC.	3	\$ 909.00
C. Paths			
1. Weed Control	323.2 /OCC.	8	\$ 2,585.60
D. Seeded Natural Areas Maintenance			
1. Mowing	934.25 /OCC.	2	\$ 1,868.50
2. Weeds/Invasive Woody Plant Control	1818 /OCC.	4	\$ 7,272.00
3. Prescribed burning (either in spring or fall) 3 year rotation 2020 - burn north side (274,342 SF), 2021 - burn south side (274,342 SF), 2022 - no burn	4848 /OCC.	1	\$ 4,848.00
E. Prune Trees	18.18 /TREE	300	\$ 5,454.00
F. Mulch Tree Rings	10.1 /OCC.	1	\$ 10.10
G. Mulch Perennial Beds	7373 /OCC.	1	\$ 7,373.00
SUBTOTAL:			\$ 66,074.20

GRAND TOTAL: \$ 135,067.30

2026 Mowing and Landscape Maintenance Updated Schedule of Prices

IV. CONTINGENCY ITEMS	COST/OCCURRENCE	# OCC.	EXTENSION
A. Seeding Natural Areas Contingencies			
1. Overseeding - Class 4A	2171.5 /ACRE	as needed	
2. Overseeding - Class 4A and Class 5 mix	2323 /ACRE	as needed	
B. Shade Tree, Ornamental Tree, Evergreen Tree Contingencies (Per Tree)			
1. Watering			
a. Gator Bag	25.25 /GATOR BAG	as needed	
b. Fill Gator Bag	12.12 /TREE/OCC.	as needed	

INVOICE REGISTER FOR CITY OF WARRENVILLE

POST DATES 11/29/2025 - 12/31/2025

POSTED
PAID

IV. E.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
KD-123125 0000020960	ACCURATE REPRO INC PD LOBBY PAYMENT DROP BOX &MESSAGE BOARD 001-500-501-49500	12/02/2025 fkavina PD LOBBY PAYMENT DROP BOX &MESSAGE BOAR	01/26/2026	95.00 95.00	0.00	Paid	Y 12/31/2025
LS-123125 0000020921	AMAZON MARKETPLACE OFFICE SUPPLIES FOR GENERAL USE 001-500-501-47200 001-500-501-47200	12/30/2025 fkavina OFFICE SUPPLIES FOR GENERAL USE DIGITAL EVIDENCE STORAGE SUPPLIES (ET)	01/26/2026	239.74 22.33 217.41	0.00	Paid	Y 12/31/2025
JS-123125 0000020923	AMAZON MARKETPLACE MARK JAROSZ INSULATED BIBS 001-700-701-47300	12/29/2025 fkavina MARK JAROSZ INSULATED BIBS	01/26/2026	119.99 119.99	0.00	Paid	Y 12/31/2025
DE-123125 0000020930	AMAZON MARKETPLACE BUILDING INSULATION 001-700-703-41000	12/19/2025 fkavina BUILDING INSULATION	01/26/2026	249.95 249.95	0.00	Paid	Y 12/31/2025
DE-123125 0000020931	AMAZON MARKETPLACE REPLACEMENT WHEELS 001-700-703-41000	12/21/2025 fkavina REPLACEMENT WHEELS	01/26/2026	24.98 24.98	0.00	Paid	Y 12/31/2025
ZJ-123125 0000020935	AMAZON MARKETPLACE PHONE CHARGER FOR VEHICLE 020-700-704-47150	12/18/2025 fkavina PHONE CHARGER FOR VEHICLE	01/26/2026	32.95 32.95	0.00	Paid	Y 12/31/2025
DE-123125 0000020944	AMAZON MARKETPLACE REPLACEMENT SILVERWARE 001-700-703-47200	12/14/2025 fkavina REPLACEMENT SILVERWARE	01/26/2026	36.97 36.97	0.00	Paid	Y 12/31/2025
DH-123125 0000020949	AMAZON MARKETPLACE OFFICE SUPPLIES 001-350-351-47100 001-350-351-47100 001-350-351-47100	12/12/2025 fkavina OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	01/26/2026	1,036.63 270.75 681.68 84.20	0.00	Paid	Y 12/31/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
DE-123125 0000020951	AMAZON MARKETPLACE GUTTER / ICE MELT CITY HALL 001-700-703-41000	12/11/2025 fkavina GUTTER / ICE MELT CITY HALL	01/26/2026	41.59 41.59	0.00	Paid	Y 12/31/2025
KD-123125 0000020953	AMAZON MARKETPLACE EMA TOOLS & ELECTRICAL SUPPLIES 001-500-501-48700	12/09/2025 fkavina EMA TOOLS & ELECTRICAL SUPPLIES	01/26/2026	560.42 560.42	0.00	Paid	Y 12/31/2025
DE-123125 0000020954	AMAZON MARKETPLACE HAND SOAP FOR RESTROOMS 001-700-703-47200	12/09/2025 fkavina HAND SOAP FOR RESTROOMS	01/26/2026	3,200.00 3,200.00	0.00	Paid	Y 12/31/2025
DE-123125 0000020955	AMAZON MARKETPLACE FIRE ALARM BELL PROTECTIVE COVER 001-700-703-41000	12/08/2025 fkavina FIRE ALARM BELL PROTECTIVE COVER	01/26/2026	26.95 26.95	0.00	Paid	Y 12/31/2025
KD-123125 0000020959	AMAZON MARKETPLACE EMA ELECTRICAL SUPPLIES 001-500-501-48700	12/02/2025 fkavina EMA ELECTRICAL SUPPLIES	01/26/2026	38.45 38.45	0.00	Paid	Y 12/31/2025
JO-123125 0000020965	BACKGROUNDS ONLINE BACKGROUND CHECK FOR TEMPORARY CUSTOMER 001-300-301-45450	12/01/2025 fkavina BACKGROUND CHECK FOR TEMPORARY CUSTOMER	01/26/2026	100.20 100.20	0.00	Paid	Y 12/31/2025
CS-123125 0000020966	DUPAGE COUNTY DUPAGE COUNTY CLERK SIGNATURE FEE 001-600-601-45000	12/19/2025 fkavina DUPAGE COUNTY CLERK SIGNATURE FEE	01/26/2026	3.00 3.00	0.00	Paid	Y 12/31/2025
COW-123125 0000020922	FIFTH THIRD BANK P-CARD SERVICE FEE-DEC 2025 001-400-401-42950	12/31/2025 fkavina P-CARD SERVICE FEE-DEC 2025	01/26/2026	5.30 5.30	0.00	Paid	Y 12/31/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
ML-123125 0000020929	FSP SUBURBAN BUILDING RENEWAL OF MEMBERSHIP 001-600-601-44400	12/19/2025 fkavina RENEWAL OF MEMBERSHIP	01/26/2026	100.00 100.00	0.00	Paid	Y 12/31/2025
JS-123125 0000020936	ILLINOIS LANDSCAPE CONTRACTORS ASSO ILANDSCAPING TRAINING 001-700-701-44400	12/18/2025 fkavina ILANDSCAPING TRAINING	01/26/2026	375.00 375.00	0.00	Paid	Y 12/31/2025
JC-123125 0000020939	ILLINOIS LANDSCAPE CONTRACTORS ASSO REGISTERING FOR ILANDSCAPE: THE ILLINOIS 001-700-701-44400	12/17/2025 fkavina REGISTERING FOR ILANDSCAPE: THE ILLINOIS	01/26/2026	225.00 225.00	0.00	Paid	Y 12/31/2025
KM-123125 0000020943	ILLINOIS PUBLIC EMPLOYER LABOR RELA ILPERA TRAINING 020-700-704-44400	12/12/2025 fkavina ILPERA TRAINING	01/26/2026	325.00 325.00	0.00	Paid	Y 12/31/2025
ZJ-123125 0000020947	ILLINOIS PUBLIC EMPLOYER LABOR RELA 2025 IPELRA Employment Law Seminar 020-700-706-44400 020-700-704-44400	12/12/2025 fkavina 2025 IPELRA Employment Law Seminar 2025 IPELRA Employment Law Seminar	01/26/2026	325.00 162.50 162.50	0.00	Paid	Y 12/31/2025
JS-123125 0000020950	ILLINOIS PUBLIC EMPLOYER LABOR RELA IPELRA TRAINING 001-700-701-44400	12/12/2025 fkavina IPELRA TRAINING	01/26/2026	325.00 325.00	0.00	Paid	Y 12/31/2025
ZJ-123125 0000020937	ILLINOIS SECTION AMERICAN WATER WOR AWWA (ILLINOIS SECTION) CONFERENCE 020-700-704-44400	12/17/2025 fkavina AWWA (ILLINOIS SECTION) CONFERENCE	01/26/2026	475.00 475.00	0.00	Paid	Y 12/31/2025
ZJ-123125 0000020945	ILLINOIS SECTION AMERICAN WATER WOR BILL TRAINING 020-700-704-44400 020-700-704-44400 020-700-704-44400 020-700-704-44400	12/12/2025 fkavina BILL TRAINING BILL TRAINING TIM TRAINING BEN TRAINING	01/26/2026	224.00 56.00 56.00 56.00 56.00	0.00	Paid	Y 12/31/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
ML-123125 0000020925	INTERNATIONAL CODE COUNCIL RENEWING CERTIFICATES 001-600-601-44400	12/24/2025 fkavina RENEWING CERTIFICATES	01/26/2026	135.00 135.00	0.00	Paid	Y 12/31/2025
ZJ-123125 0000020962	INTERNATIONAL SOCIETY OF ARBORICULT DUES For Arborist Certification 020-700-706-46900 020-700-704-46900	12/02/2025 fkavina DUES For Arborist Certification DUES For Arborist Certification	01/26/2026	190.00 95.00 95.00	0.00	Paid	Y 12/31/2025
JC-123125 0000020964	MADISON MACHINERY SKID STEER #320 TRACKS 002-700-710-49476	12/01/2025 fkavina SKID STEER #320 TRACKS	01/26/2026	2,940.00 2,940.00	0.00	Paid	Y 12/31/2025
KD-123125 0000020927	MISCELLANEOUS - RESTAURANTS EMPLOYEE HOLIDAY APPRECIATION LUNCHEON, 001-200-201-48710 001-200-201-48710	12/20/2025 fkavina EMPLOYEE HOLIDAY APPRECIATION LUNCHEON, EMPLOYEE HOLIDAY APPRECIATION LUNCHEON,	01/26/2026	108.20 55.74 52.46	0.00	Paid	Y 12/31/2025
KD-123125 0000020934	MISCELLANEOUS - RESTAURANTS CITY STAFF APPRECIATION LUNCHEON FORPOLI 001-200-201-48710	12/19/2025 fkavina CITY STAFF APPRECIATION LUNCHEON FORPOL	01/26/2026	89.43 89.43	0.00	Paid	Y 12/31/2025
KED-123125 0000020952	MISCELLANEOUS - RESTAURANTS DEPARTMENTAL HOLIDAY DINNER 12/11/25 001-400-401-48700	12/11/2025 fkavina DEPARTMENTAL HOLIDAY DINNER 12/11/25	01/26/2026	143.57 143.57	0.00	Paid	Y 12/31/2025
JJ-123125 0000020957	MISCELLANEOUS - RESTAURANTS RECOGNITION TO PATROL TEAM 001-500-501-48700	12/04/2025 fkavina RECOGNITION TO PATROL TEAM	01/26/2026	30.95 30.95	0.00	Paid	Y 12/31/2025
FK-123125 0000020961	MISCELLANEOUS - RESTAURANTS WELCOME NEW STAFF-KAILA EHLERT 001-400-401-44400	12/02/2025 fkavina WELCOME NEW STAFF-KAILA EHLERT	01/26/2026	16.30 16.30	0.00	Paid	Y 12/31/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
CW-123125 0000020963	MISCELLANEOUS - RESTAURANTS LUNCH WITH WINFIELD TOWNSHIP REPRESENTAT 001-300-301-44400	12/02/2025 fkavina LUNCH WITH WINFIELD TOWNSHIP REPRESENTAT	01/26/2026	86.57 86.57	0.00	Paid	Y 12/31/2025
CW-123125 0000020924	NORTHERN ILLINOIS UNIVERSITY ILCMA WINTER CONFERENCE 2026 REGISTRATIO 001-300-301-44400	12/27/2025 fkavina ILCMA WINTER CONFERENCE 2026 REGISTRATIO	01/26/2026	300.00 300.00	0.00	Paid	Y 12/31/2025
ML-123125 0000020928	NORTHWEST BUILDING OFFICIALS & CODE RENEWAL OF MEMBERSHIP 001-600-601-44400	12/19/2025 fkavina RENEWAL OF MEMBERSHIP	01/26/2026	50.00 50.00	0.00	Paid	Y 12/31/2025
DH-123125 0000020948	OFFICE CRAVE BUILDING SUPPLIES 001-700-703-41000	12/13/2025 fkavina BUILDING SUPPLIES	01/26/2026	13.87 13.87	0.00	Paid	Y 12/31/2025
AM-123125 0000020938	PARTNERSHIP PUBLIC SERVICE KRAPF PROFESSIONAL DEVELOPMENT TRAINING 001-300-301-44400	12/17/2025 fkavina KRAPF PROFESSIONAL DEVELOPMENT TRAINING	01/26/2026	195.00 195.00	0.00	Paid	Y 12/31/2025
CS-123125 0000020958	PERMITTECHNATION MEMBERSHIP RENEWAL 001-600-601-46900	12/03/2025 fkavina MEMBERSHIP RENEWAL	01/26/2026	25.00 25.00	0.00	Paid	Y 12/31/2025
DE-123125 0000020932	SUPPLYHOUSE LLC HVAC REPAIR PARTS 001-700-703-41000 001-700-703-41000 001-700-703-41000	12/18/2025 fkavina HVAC REPAIR PARTS HVAC PARTS HVAC PARTS	01/26/2026	499.61 343.88 33.26 122.47	0.00	Paid	Y 12/31/2025
DG-123125 0000020933	TARGET STAFF APPRECIATION HOLIDAY LUNCH - CAKE 001-200-201-48710	12/18/2025 fkavina STAFF APPRECIATION HOLIDAY LUNCH - CAKE	01/26/2026	54.99 54.99	0.00	Paid	Y 12/31/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
<u>KD-123125</u> 0000020940	TARGET CITY STAFF APPRECIATION LUNCHEON FORPOLI fkavina 001-200-201-48710	12/16/2025 CITY STAFF APPRECIATION LUNCHEON FORPOL	01/26/2026	31.47 31.47	0.00	Paid	Y 12/31/2025
<u>DG-123125</u> 0000020941	TARGET Staff Appreciation Holiday Lunch (Suppli fkavina 001-200-201-48710 001-300-301-47200	12/16/2025 Staff Appreciation Holiday Lunch (Suppli Employee Anniversary Recognition (Mossey	01/26/2026	216.52 91.52 125.00	0.00	Paid	Y 12/31/2025
<u>ZJ-123125</u> 0000020946	VI-COVERAGE.COM 2025 IPELRA EMPLOYMENT LAW SEMINAR fkavina 020-700-706-44400	12/12/2025 2025 IPELRA EMPLOYMENT LAW SEMINAR	01/26/2026	23.00 23.00	0.00	Paid	Y 12/31/2025
<u>JO-123125</u> 0000020942	VISPRONET REFUND FOR FRAME WAS FOR WARRENVILLE SMI fkavina 001-300-301-40500	12/11/2025 REFUND FOR FRAME WAS FOR WARRENVILLE SMI	01/26/2026	(10.10) (10.10)	0.00	Paid	Y 12/31/2025
<u>JC-123125</u> 0000020926	VOEGTLE'S AUTO SERVICE SNOW PLOW WIRING REPAIR 103 fkavina 001-700-701-41100	12/22/2025 SNOW PLOW WIRING REPAIR 103	01/26/2026	306.32 306.32	0.00	Paid	Y 12/31/2025
<u>JC-123125</u> 0000020956	VOEGTLE'S AUTO SERVICE VOEGTLES REPAIR #101 fkavina 001-700-701-41100	12/05/2025 VOEGTLES REPAIR #101	01/26/2026	559.82 559.82	0.00	Paid	Y 12/31/2025
# of Invoices: 45 # Due: 0 # of Credit Memos: 1 # Due: 0 Net of Invoices and Credit Memos:				Totals: 14,201.74 Totals: (10.10) 14,191.64	0.00 0.00 0.00		
--- TOTALS BY GL DISTRIBUTIONS ---							
	001-200-201-48710			375.61			
	001-300-301-40500			(10.10)			
	001-300-301-44400			581.57			
	001-300-301-45450			100.20			

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POST DATES 11/29/2025 - 12/31/2025

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	001-300-301-47200			125.00			
	001-350-351-47100			1,036.63			
	001-400-401-42950			5.30			
	001-400-401-44400			16.30			
	001-400-401-48700			143.57			
	001-500-501-47200			239.74			
	001-500-501-48700			629.82			
	001-500-501-49500			95.00			
	001-600-601-44400			285.00			
	001-600-601-45000			3.00			
	001-600-601-46900			25.00			
	001-700-701-41100			866.14			
	001-700-701-44400			925.00			
	001-700-701-47300			119.99			
	001-700-703-41000			856.95			
	001-700-703-47200			3,236.97			
	002-700-710-49476			2,940.00			
	020-700-704-44400			1,186.50			
	020-700-704-46900			95.00			
	020-700-704-47150			32.95			
	020-700-706-44400			185.50			
	020-700-706-46900			95.00			
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	1574 DH-123125			1,050.50			
	1820 JJ-123125			30.95			
	2337 JC-123125			4,031.14			
	2410 DG-123125			271.51			
	3140 ML-123125			285.00			
	3998 JS-123125			819.99			
	4332 CW-123125			386.57			
	4522 LS-123125			239.74			
	5412 KM-123125			325.00			
	6477 CS-123125			28.00			
	6583 JO-123125			90.10			
	7299 FK-123125			16.30			
	8020 DE-123125			4,080.05			
	8723 COW-123125			5.30			
	9506 KED-123125			143.57			
	9546 KD-123125			922.97			
	9631 ZJ-123125			1,269.95			
	9803 AM-123125			195.00			
--- TOTALS BY FUND ---							
	001 GENERAL			9,656.69	0.00		
	002 CAPITAL MAINTENANCE & REPLCMNT			2,940.00	0.00		
	020 WATER/SEWER			1,594.95	0.00		

INVOICE REGISTER FOR CITY OF WARRENVILLE

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PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
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--- TOTALS BY DEPT/ACTIVITY ---

200-201	ELECTED OFFICIALS			375.61	0.00		
300-301	ADMINISTRATION			796.67	0.00		
350-351	CENTRAL SERVICES			1,036.63	0.00		
400-401	FINANCE DEPARTMENT			165.17	0.00		
500-501	POLICE			964.56	0.00		
600-601	COMMUNITY DEVELOPMENT			313.00	0.00		
700-701	STREETS			1,911.13	0.00		
700-703	BUILDINGS & GROUNDS			4,093.92	0.00		
700-704	WATER - O & M			1,314.45	0.00		
700-706	SEWER - O & M			280.50	0.00		
700-710	CAP. & MAINT. & REPLACE FUN			2,940.00	0.00		

INVOICE REGISTER FOR CITY OF WARRENVILLE
 EXP CHECK RUN DATES 01/28/2026 - 02/04/2026
 POSTED PAID
 BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

IV. F.

Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
020426 0000021123	AMANDA TUFANO REIMBURSE-BOOTS,1/15/26,DICK'S SPORTING 001-500-501-47300	01/15/2026 dherrera	02/04/2026	200.00 200.00	0.00	Paid	Y 02/04/2026
5901503 0000021111	ARTHUR J. GALLAGHER RISK PREMIUMS-CY2026 001-350-351-43301 020-700-704-43300 020-700-704-43301 020-700-706-43300 001-350-351-43301	12/11/2025 dherrera	02/04/2026	219,246.00 202,339.24 5,782.05 2,671.33 5,782.05 2,671.33	0.00	Paid	Y 02/04/2026
020426 0000021121	BRIAN MELVIN REIMBURSE-BOOTS,6/10/25,RAY O'HERRON 001-500-501-47300	01/09/2026 dherrera	02/04/2026	151.15 151.15	0.00	Paid	Y 02/04/2026
01/28/2026 0000021059	BUSINESSMINE LLC UB refund for account: 0278007200-01 020-000-000-26999	01/28/2026 dherrera	02/04/2026	21.26 21.26	0.00	Paid	Y 01/28/2026
01/28/2026 0000021061	CLAIRE VANDEUSEN UB refund for account: 0115066000-23 020-000-000-26999	01/28/2026 dherrera	02/04/2026	43.13 43.13	0.00	Paid	Y 01/28/2026
JAN26AE 0000021021	COM ED ELEC/4S740 WEST ST 020-700-704-43800	01/20/2026 dherrera	01/28/2026	124.80 124.80	0.00	Paid	Y 01/28/2026
JAN26AH 0000021023	COM ED ELEC/28W523 RIVERVIEW DR 020-700-706-43800	01/16/2026 dherrera	01/28/2026	54.49 54.49	0.00	Paid	Y 01/28/2026
JAN26AJ 0000021024	COM ED ELEC/3S665 BREME LIFT 020-700-704-43800	01/16/2026 dherrera	01/28/2026	142.90 142.90	0.00	Paid	Y 01/28/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/28/2026 - 02/04/2026

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
JAN26B 0000021026	COM ED ELEC/3S331 WILLIAMS RD 013-700-709-44020	01/16/2026 dherrera ELEC/3S331 WILLIAMS RD	01/28/2026	97.18 97.18	0.00	Paid	Y 01/28/2026
JAN26B2 0000021027	COM ED ELEC/4S129 WARREN AVE 001-700-701-43800	01/16/2026 dherrera ELEC/4S129 WARREN AVE	01/28/2026	363.76 363.76	0.00	Paid	Y 01/28/2026
JAN26F 0000021028	COM ED ELEC/2S522 COUNTRY RIDGE DR 020-700-704-43800	01/16/2026 dherrera ELEC/2S522 COUNTRY RIDGE DR	01/28/2026	1,437.84 1,437.84	0.00	Paid	Y 01/28/2026
JAN26G 0000021029	COM ED ELEC/1S681 ESSEX LN 020-700-706-43800	01/17/2026 dherrera ELEC/1S681 ESSEX LN	01/28/2026	381.96 381.96	0.00	Paid	Y 01/28/2026
JAN26H 0000021031	COM ED ELEC/3S128 GLEN LIFT 020-700-706-43800	01/16/2026 dherrera ELEC/3S128 GLEN LIFT	01/28/2026	54.05 54.05	0.00	Paid	Y 01/28/2026
JAN26M 0000021032	COM ED ELEC/CERNY PARK 001-700-702-43800	01/16/2026 dherrera ELEC/CERNY PARK	01/28/2026	230.32 230.32	0.00	Paid	Y 01/28/2026
JAN26N 0000021033	COM ED ELEC/29W440 RIVERSIDE PKWY 020-700-706-43800	01/16/2026 dherrera ELEC/29W440 RIVERSIDE PKWY	01/28/2026	53.85 53.85	0.00	Paid	Y 01/28/2026
JAN26O 0000021035	COM ED ELEC/2S603 WILLIAMS LIFT 020-700-706-43800	01/16/2026 dherrera ELEC/2S603 WILLIAMS LIFT	01/28/2026	86.43 86.43	0.00	Paid	Y 01/28/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/28/2026 - 02/04/2026

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
JAN26P 0000021036	COM ED ELEC/2S535 RIVER OAKS 020-700-706-43800	01/16/2026 dherrera ELEC/2S535 RIVER OAKS	01/28/2026	86.93 86.93	0.00	Paid	Y 01/28/2026
JAN26R 0000021037	COM ED ELEC/29W336 JOHN BARDEEN DR 020-700-706-43800	01/16/2026 dherrera ELEC/29W336 JOHN BARDEEN DR	01/28/2026	189.16 189.16	0.00	Paid	Y 01/28/2026
JAN26S 0000021038	COM ED ELEC/3S6325 WARREN AVE 020-700-706-43800	01/16/2026 dherrera ELEC/3S6325 WARREN AVE	01/28/2026	146.74 146.74	0.00	Paid	Y 01/28/2026
JAN26T 0000021039	COM ED ELEC/28W602 RAY ST 020-700-706-43800	01/16/2026 dherrera ELEC/28W602 RAY ST	01/28/2026	158.85 158.85	0.00	Paid	Y 01/28/2026
JAN26AA 0000021040	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/20/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	36.46 36.46	0.00	Paid	Y 01/28/2026
JAN26AB 0000021041	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/16/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	105.33 105.33	0.00	Paid	Y 01/28/2026
JAN26AF 0000021042	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/20/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	26.72 26.72	0.00	Paid	Y 01/28/2026
JAN26I 0000021043	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/16/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	121.85 121.85	0.00	Paid	Y 01/28/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 01/28/2026 - 02/04/2026

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
JAN26K 0000021044	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/16/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	25.97 25.97	0.00	Paid	Y 01/28/2026
JAN26L 0000021046	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/16/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	1,507.14 1,507.14	0.00	Paid	Y 01/28/2026
JAN26U 0000021047	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/20/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	82.95 82.95	0.00	Paid	Y 01/28/2026
JAN26V 0000021048	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/20/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	101.05 101.05	0.00	Paid	Y 01/28/2026
JAN26W 0000021049	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/16/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	246.48 246.48	0.00	Paid	Y 01/28/2026
JAN26Y 0000021050	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/16/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	51.40 51.40	0.00	Paid	Y 01/28/2026
JAN26Z 0000021051	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/20/2026 dherrera ELEC/STREET LIGHTS	01/28/2026	58.69 58.69	0.00	Paid	Y 01/28/2026
JAN26A 0000021073	COM ED ELEC/STREET LIGHTS 013-700-709-44020	01/26/2026 dherrera ELEC/STREET LIGHTS	02/04/2026	149.04 149.04	0.00	Paid	Y 01/30/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

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JAN26 0000021074	COMCAST SERV/CITY HALL 001-350-351-43400	01/23/2026 dherrera SERV/CITY HALL	02/04/2026	21.09 21.09	0.00	Paid	Y 01/30/2026
JAN26C 0000021075	COMCAST SERV/PUBLIC WORKS 001-350-351-43400	01/20/2026 dherrera SERV/PUBLIC WORKS	02/04/2026	121.99 121.99	0.00	Paid	Y 01/30/2026
JAN26-1 0000021052	CONSTELLATION NEW ENERGY INC. ELEC/30W150 BATAVIA 020-700-706-43800	01/19/2026 dherrera ELEC/30W150 BATAVIA	01/28/2026	1,863.25 1,863.25	0.00	Paid	Y 01/28/2026
JAN26-2 0000021053	CONSTELLATION NEW ENERGY INC. ELEC/27W601 WARRENVILLE RD 020-700-704-43800	01/19/2026 dherrera ELEC/27W601 WARRENVILLE RD	01/28/2026	1,506.81 1,506.81	0.00	Paid	Y 01/28/2026
JAN26-3 0000021054	CONSTELLATION NEW ENERGY INC. ELEC/3S000 TIMBER 020-700-704-43800	01/19/2026 dherrera ELEC/3S000 TIMBER	01/28/2026	2,106.04 2,106.04	0.00	Paid	Y 01/28/2026
JAN26-4 0000021055	CONSTELLATION NEW ENERGY INC. ELEC/WELL #11 020-700-704-43800	01/19/2026 dherrera ELEC/WELL #11	01/28/2026	1,199.95 1,199.95	0.00	Paid	Y 01/28/2026
30976 0000021105	DUPAGE COUNTY ANIMAL SERVICES FOUND KITTEN (WRPC2500955) 001-500-501-42900	11/02/2025 lschwarting FOUND KITTEN (WRPC2500955)	02/04/2026	135.00 135.00	0.00	Paid	Y 02/02/2026
40695366 0000021063	DUPAGE CTY RECORDER OF DEEDS LIENS-01/26 R2026-004636 020-700-704-45010 020-700-706-45010	01/22/2026 dherrera LIENS-01/26 R2026-004636 LIENS-01/26 R2026-004636	01/28/2026	67.00 33.50 33.50	0.00	Paid	Y 01/28/2026

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14506 0000021076	EBY GRAPHICS SQUAD 313, GRAPHICS REPAIR (INS CLAIM 13 lschwaring 001-500-501-41110	01/23/2026 SQUAD 313, GRAPHICS REPAIR	02/04/2026	187.59 187.59	0.00	Paid	Y 01/30/2026
020426 0000021122	ERIC PUCHALSKI REIMBURSE-MILEAGE/MEALS, MERIT MCRT, 1/8, W dherrera 001-500-501-44400	01/09/2026 REIMBURSE-MILEAGE/MEALS, MERIT MCRT, 1/8, WOODRIDGE PD	02/04/2026	30.95 30.95 0.00	0.00	Paid	Y 02/04/2026
4THQTR2025-CH 0000021068	FOREST PRESERVE DISTRICT OF DUPAGE CNG FUEL USAGE AS OF 12/31/2025-CH 001-600-601-47600	01/12/2026 dherrera CNG FUEL USAGE AS OF 12/31/2025-CH	02/04/2026	250.22 250.22	0.00	Paid	Y 01/29/2026
4THQTR2025-CD 0000021069	FOREST PRESERVE DISTRICT OF DUPAGE CNG FUEL USAGE AS OF 12/31/2025-CD 001-600-601-47600	01/14/2026 dherrera CNG FUEL USAGE AS OF 12/31/2025-CD	02/04/2026	197.88 197.88	0.00	Paid	Y 01/29/2026
4THQTR2025WRVLP 0000021070	FOREST PRESERVE DISTRICT OF DUPAGE CNG FUEL USAGE AS OF 12/31/2025-PD 001-500-501-47600	01/14/2026 dherrera CNG FUEL USAGE AS OF 12/31/2025-PD	02/04/2026	15,201.62 15,201.62	0.00	Paid	Y 01/29/2026
4THQTR2025-PW 0000021071	FOREST PRESERVE DISTRICT OF DUPAGE CNG FUEL USAGE AS OF 12/31/2025-PW 001-700-701-47600 020-700-704-47600 020-700-706-47600 001-700-703-47600	01/14/2026 dherrera CNG FUEL USAGE AS OF 12/31/2025-PW CNG FUEL USAGE AS OF 12/31/2025-PW CNG FUEL USAGE AS OF 12/31/2025-PW CNG FUEL USAGE AS OF 12/31/2025-PW	02/04/2026	12,789.47 5,869.30 3,388.68 3,388.67 142.82	0.00	Paid	Y 01/29/2026
01/28/2026 0000021062	FRED BREVIER UB refund for account: 0360041000-02 020-000-000-26999	01/28/2026 dherrera SEWER	02/04/2026	49.02 49.02	0.00	Paid	Y 01/28/2026
012826 0000021006	GENEVA CONSTRUCTION COMPANY HYDRANT METER DEPOSIT REFUND - MTR#70392 kdahlstrand 020-000-000-22307	12/03/2025 HYDRANT METER DEPOSIT REFUND - MTR#70392	01/28/2026	3,000.00 3,000.00	0.00	Paid	Y 01/26/2026

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01/28/2026 0000021060	GRABA2S INC UB refund for account: 0280030000-11 020-000-000-26999	01/28/2026 dherrera	02/04/2026	28.96 28.96	0.00	Paid	Y 01/28/2026
020426 0000021119	JAMES BURNS REIMBURSE-MILEAGE/MEALS,OFFCR TRNG, 001-500-501-44400 001-500-501-44400	01/19/2026 dherrera	02/04/2026	244.15 244.15 0.00	0.00	Paid	Y 02/04/2026
01/28/2026 0000021057	JAMES VEGA UB refund for account: 0140202000-08 020-000-000-26999 020-000-000-26999	01/28/2026 dherrera	02/04/2026	14.85 9.74 5.11	0.00	Paid	Y 01/28/2026
020426 0000021120	MATT KOMAR REIMBURSE-BOOTS,1/9/26,UNDER ARMOUR 001-500-501-47300	01/12/2026 dherrera	02/04/2026	73.07 73.07	0.00	Paid	Y 02/04/2026
2024-935 0000021072	MORRISON ASSOCIATES LTD STAFF CRITICAL STRENGTHS ASSESSMENTS, SE 001-500-501-44400	12/08/2025 kdahlstrand	02/04/2026	14,000.00 14,000.00	0.00	Paid	Y 01/30/2026
01/28/2026 0000021058	NOAH VANDYKE UB refund for account: 0130484000-02 020-000-000-26999	01/28/2026 dherrera	02/04/2026	18.58 18.58	0.00	Paid	Y 01/28/2026
020426 0000021094	THE GARDNER SCHOOL REFUND CASH LOC- 2020-0014 001-000-000-22315	01/23/2026 kdahlstrand	02/04/2026	8,250.00 8,250.00	0.00	Paid	Y 02/02/2026
6134046786 0000021056	VERIZON WIRELESS M2M 12/21/25-01/20/26 020-700-704-42700	01/20/2026 dherrera	01/28/2026	2,864.25 2,864.25	0.00	Paid	Y 01/28/2026

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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
6133721147 0000021113	VERIZON WIRELESS CELL PHONE SERVICE 01/26 001-500-501-43400 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	01/16/2026 dherrera	02/04/2026	3,987.25 1,880.52 280.87 39.22 304.18 307.34 500.23 310.55 100.27 264.07	0.00	Paid	Y 02/04/2026
012826 0000021004	WARRENVILLE IN BLOOM FY26 GRANT REIMBURSEMENT-CALENDAR 014-100-101-46810	01/23/2026 kdahlstrand	01/28/2026	4,700.00 4,700.00	0.00	Paid	Y 01/26/2026
# of Invoices: 58 # Due: 0 # of Credit Memos: 0 # Due: 0 Net of Invoices and Credit Memos:				Totals: 298,692.87 Totals: 0.00 298,692.87	0.00 0.00 0.00		
--- TOTALS BY FUND ---							
	001 GENERAL			254,361.39	0.00		
	013 MOTOR FUEL TAX			2,610.26	0.00		
	014 HOTEL TAX			4,700.00	0.00		
	020 WATER/SEWER			37,021.22	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000-000 ASSETS & LIABILITIES - ALL			11,425.80	0.00		
	100-101 HOTEL TAX FUND - EXPENSES			4,700.00	0.00		
	350-351 CENTRAL SERVICES			206,672.17	0.00		
	500-501 POLICE			32,104.05	0.00		
	500-502 E.M.A.			280.87	0.00		
	600-601 COMMUNITY DEVELOPMENT			448.10	0.00		
	700-701 STREETS			6,233.06	0.00		
	700-702 PARKS & RECREATION			230.32	0.00		
	700-703 BUILDINGS & GROUNDS			142.82	0.00		
	700-704 WATER - O & M			21,565.49	0.00		
	700-706 SEWER - O & M			12,279.93	0.00		
	700-709 MOTOR FUEL TAX FUND - EXPEN			2,610.26	0.00		

CITY OF WARRENVILLE
DETAIL COUNCIL REPORT
 INVOICES DUE ON/BEFORE 03/02/2026

IV. G.

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010355		59 CLEANERS CORP.				\$538.03
12/31/2025	16756	PD UNIFORM CLEANING/PW TABLECLOTH CLEANING, DEC 2025	3/2/2026	2026-01164	\$538.03	
001-500-501-47300		UNIFORMS		PD UNIFORM CLEANING, DEC 2025	\$120.25	
001-700-703-41000		MAINTENANCE - BUILDING		PW TABLECLOTH CLEANING, DEC 2025	\$417.78	
001231		A & G GLASS & MIRROR, INC.				\$2,828.98
1/16/2026	26554502	SECURITY GLASS - FILM	3/2/2026	2026-01126	\$2,828.98	
001-700-703-41000		MAINTENANCE - BUILDING		SECURITY GLASS - FILM	\$2,828.98	
001223		ADS LLC				\$1,625.00
1/1/2026	357821225	RAIN GUAGE MONITORING	3/2/2026	2026-01178	\$1,625.00	
020-700-706-45400		OTHER PROFESSIONAL SERVICES		RAIN GUAGE MONITORING	\$1,625.00	
001239		AIRGAS USA, LLC				\$270.80
1/26/2026	9168677093	ACETYLENE(1)	3/2/2026	2026-01203	\$270.80	
001-700-701-47220		SMALL TOOLS		ACETYLENE(1)	\$270.80	
001309		ATLAS BOBCAT LLC				\$39.90
1/21/2026	HU1662	BUCKET TEETH PINS EQUIPMENT #306	3/2/2026	2026-01166	\$39.90	
001-700-701-41100		MAINTENANCE - EQUIPMENT		BUCKET TEETH PINS EQUIPMENT #306	\$39.90	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001402		BONNELL INDUSTRIES, INC.			\$1,274.40	
1/26/2026	0225995-IN	PLOW SPRING REPLACEMENT TRUCK #120	3/2/2026	2026-01168	\$1,274.40	
001-700-701-41100		MAINTENANCE - EQUIPMENT		PLOW SPRING REPLACEMENT TRUCK #120	\$1,274.40	
001473		CDW GOVERNMENT, INC.			\$1,648.10	
1/29/2026	AH8LE5F	HIGHLAND COMPUTER REPLACMENT	3/2/2026		\$1,648.10	
001-350-351-49500		EQUIPMENT PURCHASE		HIGHLAND COMPUTER REPLACMENT	\$1,648.10	
001484		CHRISTINE CHARKEWYCZ			\$1,610.00	
1/2/2026	127	CITY PROSECUTOR SERVICES, DEC 2025	3/2/2026	2026-01148	\$1,610.00	
001-250-251-45101		LEGAL - CITY PROSECUTOR		CITY PROSECUTOR SERVICES, DEC 2025	\$1,610.00	
010317		CLEANEARTH			\$4,153.82	
11/21/2025	74304418815	PRESCRIPTION MEDS RECYCLING SERVICE, 11/06/25	3/2/2026	2026-01149	\$741.54	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		PRESCRIPTION MEDS RECYCLING, 11/06/25	\$741.54	
1/12/2026	74304438295	PRESCRIPTION MEDS RECYCLING SERVICE, 12/18/25	3/2/2026	2026-01151	\$1,297.65	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		PRESCRIPTION MEDS RECYCLING , 12/18/25	\$1,297.65	
1/22/2026	74304443391	PRESCRIPTION MEDS RECYCLING SERVICE, 01/02/26	3/2/2026	2026-01152	\$1,032.45	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		PRESCRIPTION MEDS RECYCLING, 01/02/26	\$1,032.45	
1/16/2026	74304435278	PRESCRIPTION MEDICATION RECYCLING, 120425	3/2/2026	2026-01091	\$1,082.18	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		PRESCRIPTION MEDICATION RECYCLING 120425	\$1,082.18	

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INVOICES DUE ON/BEFORE 03/02/2026

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001628		CULTIVATE GEOSPATIAL SOLUTIONS			\$10,000.00	
2/3/2026	WARRENVILLEGIS_25	FY26 GIS MANAGEMENT SERVICE CONTRACT - RESOLUTION ON 6/17/25 CI	3/2/2026	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	
001674		DEUTSCH'S TRUCK REPAIR			\$684.92	
1/22/2026	79274	REPAIR TRUCK #109	3/2/2026	2026-01169	\$684.92	
001-700-701-41110		MAINTENANCE - AUTOS		REPAIR TRUCK #109	\$684.92	
001692		DOCU - SHRED			\$140.00	
1/8/2026	53778	ON-SITE SHREDDING SERVICE, 01/08/26	3/2/2026	2026-01154	\$140.00	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		ON-SITE SHREDDING SERVICE, 01/08/26	\$135.00	
001-500-501-45400		OTHER PROFESSIONAL SERVICES		ON-SITE SHREDDING SERVICE, FUEL CHARGE	\$5.00	
001720		DU-COMM			\$111,175.13	
2/1/2026	19723	FACILITY LEASE/OPERATING COSTS, 02/02/26-04/30/26	3/2/2026	2026-01179	\$4,072.88	
001-500-501-42800		COMMUNICATION SERVICES		FACILITY LEASE/OPR COSTS, 2/2/26-4/30/26	\$4,072.88	
2/1/2026	19788	QUARTERLY SHARE, 02/01/26-04/30/26	3/2/2026	2026-01180	\$107,102.25	
001-500-501-42800		COMMUNICATION SERVICES		QUARTERLY SHARE, 02/01/26-04/30/26	\$107,102.25	

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INVOICES DUE ON/BEFORE 03/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001722		DUPAGE COUNTY			\$40,855.94	
1/22/2026	JV 211	DUJIS PRMS OPERATING & SYSTEM COSTS	3/2/2026	2026-01190	\$40,855.94	
001-500-501-46900		DUES, SUBSCRIPTIONS & BOOKS		DUJIS PRMS OPERATING & SYSTEM COSTS	\$40,855.94	
001760		EDWARD HOSPITAL			\$985.00	
12/31/2025	00211155-00	RANDOM DRUG SCREEN INVOICE (10)	3/2/2026		\$985.00	
001-350-351-45400		OTHER PROFESSIONAL SERVICES		RANDOM DRUG SCREEN INVOICE (10)	\$985.00	
010647		FERGUSON WATERWORKS #2516			\$3,751.50	
1/28/2026	0544345	CERNY PARK CHECK VALVE AND SPOOL	3/2/2026	2026-01196	\$1,686.29	
020-700-706-41100		MAINTENANCE - EQUIPMENT		CERNY PARK CHECK VALVE AND SPOOL	\$1,686.29	
2/3/2026	0544247-1	US PIPE HYDRANT REPAIR PARTS	3/2/2026	2026-01208	\$739.10	
020-700-704-41400		MAINTENANCE - UTILITY SYSTEM		US PIPE HYDRANT REPAIR PARTS	\$739.10	
1/23/2026	0544247	HYDRANT PARTS	3/2/2026	2026-01172	\$835.35	
020-700-704-41400		MAINTENANCE - UTILITY SYSTEM		HYDRANT PARTS	\$835.35	
1/23/2026	0544344	CANTERA LIFT STATION VALVE AND SPOOL SECTION REPAIRS	3/2/2026	2026-01173	\$490.76	
020-700-706-41100		MAINTENANCE - EQUIPMENT		CANTERA LIFT STATION VALVE AND SPOOL SEC	\$490.76	

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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			\$292.50	
1/26/2026	9783964050	SWEEPING COMPOUND,OIL,250 LB,DRUM	3/2/2026	2026-01174	\$185.91	
001-700-701-41200		MAINTENANCE - STREETS		SWEEPING COMPOUND,OIL,250 LB,DRUM	\$185.91	
1/26/2026	9783964035	EAR PLUGS,DISPOSABLE,ORANGE,PK100	3/2/2026	2026-01171	\$33.91	
001-700-701-47220		SMALL TOOLS		EAR PLUGS,DISPOSABLE,ORANGE,PK100	\$33.91	
1/26/2026	9783964076	EAR PLUGS,DISPOSABLE,ORANGE,PK200, DISPOSABLE RESPIRATOR,UNIV	3/2/2026	2026-01177	\$72.68	
001-700-701-47220		SMALL TOOLS		EAR PLUGS,DISPOSABLE,ORANGE,PK200	\$33.54	
001-700-701-47220		SMALL TOOLS		DISPOSABLE RESPIRATOR,UNIVERSAL,N95,PK2	\$39.14	
002008		HOLSTEIN'S GARAGE			\$157.00	
1/31/2026	3852	SAFETY LANE #112,#401,#999	3/2/2026	2026-01194	\$157.00	
001-700-701-41110		MAINTENANCE - AUTOS		SAFETY LANE #112,#401,#999	\$45.00	
001-700-701-41100		MAINTENANCE - EQUIPMENT		SAFETY LANE #112,#401,#999	\$45.00	
020-700-706-41110		MAINTENANCE - AUTOS		SAFETY LANE #112,#401,#999	\$67.00	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
001214		HYDE PARK HARDWARE			\$514.84	
1/31/2026	013126	SUPPLIES 01/26	3/2/2026		\$514.84	
001-500-501-42900		ANIMAL CONTROL	SUPPLIES 01/26		\$41.35	
001-700-701-44000		MAINTENANCE - STREET LIGHTS	SUPPLIES 01/26		\$43.16	
001-700-701-48700		MISCELLANEOUS EXPENSE	SUPPLIES 01/26		\$35.96	
001-600-601-47200		OTHER SUPPLIES	SUPPLIES 01/26		\$31.49	
001-700-703-41000		MAINTENANCE - BUILDING	SUPPLIES 01/26		\$158.42	
001-700-701-41110		MAINTENANCE - AUTOS	SUPPLIES 01/26		\$46.17	
020-700-704-41000		MAINTENANCE - BUILDING	SUPPLIES 01/26		\$71.95	
020-700-704-47200		OTHER SUPPLIES	SUPPLIES 01/26		\$39.13	
020-700-704-47220		SMALL TOOLS	SUPPLIES 01/26		\$5.39	
020-700-706-41400		MAINTENANCE - UTILITY SYSTEM	SUPPLIES 01/26		\$2.69	
020-700-706-47200		OTHER SUPPLIES	SUPPLIES 01/26		\$39.13	
001537		ICON ENTERPRISES, INC.			\$3,149.30	
1/21/2026	361341	EMERGENCY NOTIFICATION PLATFORM 1/21/26-1/20/27	3/2/2026		\$3,149.30	
001-350-351-41103		MAINTENANCE - SOFTWARE	EMERG. NOTIFI. PLATFORM 1/21/26-1/20/27		\$3,149.30	
002082		ILLINOIS PHLEBOTOMY SERVICES			\$425.00	
1/20/2026	2585	SEARCH WARRANT BLOOD DRAW, 01/10/26	3/2/2026	2026-01155	\$425.00	
001-500-501-45400		OTHER PROFESSIONAL SERVICES	SEARCH WARRANT BLOOD DRAW, 01/10/26		\$425.00	

CITY OF WARRENVILLE

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010731		INSURANCE VALUATION GROUP			\$7,500.00	
12/31/2025	1107	PROPERTY APPRAISAL INVOICE	3/2/2026		\$7,500.00	
001-350-351-45400		OTHER PROFESSIONAL SERVICES		PROPERTY APPRAISAL INVOICE	\$7,500.00	
002212		KIMLEY-HORN AND ASSOC. INC.			\$3,500.00	
12/31/2025	268034008-1225	TRAFFIC REVIEW	3/2/2026		\$3,500.00	
001-000-000-22503		RECOVERABLE FEES DEPOSITS-7 BREW		TRAFFIC REVIEW	\$3,500.00	
002280		LAW ENFORCEMENT TRAINING, LLC			\$1,700.00	
12/31/2025	INV-1002	COURT SMART, ANNUAL SUBSCRIPTION CY26	3/2/2026	2026-01153	\$1,700.00	
001-500-501-46900		DUES, SUBSCRIPTIONS & BOOKS		COURT SMART, ANNUAL SUBSCRIPTION	\$1,700.00	
002355		MENARDS - NAPERVILLE			\$489.27	
1/21/2026	89254	WINDSHIELD WASHER FLUID(24)	3/2/2026	2026-01147	\$50.16	
001-700-701-41110		MAINTENANCE - AUTOS		WINDSHIELD WASHER FLUID(24)	\$50.16	
2/6/2026	89820	SMALL HAND TOOLS(JAROSZ)	3/2/2026	2026-01211	\$292.43	
001-700-701-47220		SMALL TOOLS		SMALL HAND TOOLS(JAROSZ)	\$292.43	
2/3/2026	89709	WELL 11 PLUMBING REHAB SUPPLIES-VARIOUS	3/2/2026	2026-01206	\$130.74	
020-700-704-41000		MAINTENANCE - BUILDING		WELL 11PLUMBING REHAB	\$130.74	
2/2/2026	89667	GAIN LAUNDRY DETERGENT(1)	3/2/2026	2026-01197	\$15.94	
001-700-701-47200		OTHER SUPPLIES		GAIN LAUNDRY DETERGENT(1)	\$15.94	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/02/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
002365		METROPOLITAN INDUSTRIES			\$200.00	
2/6/2026	INV081157	STOCK PRESSURE TRANSDUCER FOR WATER SYSTEM	3/2/2026	2026-01207	\$200.00	
020-700-704-41100		MAINTENANCE - EQUIPMENT		STOCK PRESSURE TRANSDUCER FOR WATER SYST	\$200.00	
002382		MIDWEST LEADERSHIP INSTITUTE			\$3,400.00	
12/8/2025	IV00426	MIDWEST LEADERSHIP INSTITUTE FALL 2026 SEMINAR KGH	3/2/2026	2026-01205	\$3,400.00	
020-700-704-44400		TRAVEL, TRAINING & MEETINGS		MIDWEST LEADERSHIP INSTITUTE FALL 2026 S	\$850.00	
020-700-706-44400		TRAVEL, TRAINING & MEETINGS		MIDWEST LEADERSHIP INSTITUTE FALL 2026 S	\$850.00	
001-700-701-44400		TRAVEL, TRAINING & MEETINGS		MIDWEST LEADERSHIP INSTITUTE FALL 2026 S	\$1,700.00	
002444		NATIONAL ASSOCIATION OF			\$225.00	
2/5/2026	1	FULL MBRSHIP DUES 5/1/26-4/30/27	3/2/2026		\$225.00	
001-300-301-46900		DUES, SUBSCRIPTIONS & BOOKS		FULL MBRSHIP DUES 5/1/26-4/30/27	\$225.00	
002491		NPELRA			\$1,625.00	
2/6/2026	23297	IPELRA MARCH LAW SEMINAR (5)	3/2/2026		\$1,625.00	
001-300-301-44400		TRAVEL, TRAINING & MEETINGS		IPELRA TRNG SEMINAR-ACA	\$325.00	
001-500-501-44400		TRAVEL, TRAINING & MEETINGS		IPELRA TRNG SEMINAR-CHF, DC'S, RS	\$1,300.00	
002513		ORBIS SOLUTIONS INC			\$15.00	
1/30/2026	5579222	SHIPPING-AXIS CARD READER GALLERY	3/2/2026		\$15.00	
001-350-351-47150		IT ACCESSORIES		SHIPPING-AXIS CARD READER GALLERY	\$15.00	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/02/2026

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
002581		POMP'S TIRE SERVICE			\$1,534.78	
1/26/2026	330242699	TIRE REPAIR AND REPLACEMENT TRUCK #120	3/2/2026	2026-01167	\$1,534.78	
001-700-701-41110		MAINTENANCE - AUTOS		TIRE REPAIR AND REPLACEMENT TRUCK #120	\$1,534.78	
002589		PRIORITY PRODUCTS, INC.			\$143.15	
1/29/2026	1027667	CERNY PARK LIFT STATION REPAIRS	3/2/2026	2026-01195	\$143.15	
020-700-706-41100		MAINTENANCE - EQUIPMENT		CERNY PARK LIFT STATION REPAIRS	\$143.15	

DETAIL COUNCIL REPORT

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010112		RADIATOR EXPRESS & AUTO REPAIR			\$2,050.85	
1/12/2026	32660	SQUAD 313, TIRE, MOUNT/BALANCE, 01/12/26	3/2/2026	2026-01184	\$321.33	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 313, TIRE, MOUNT/BALANCE, 01/12/26	\$321.33	
1/22/2026	32712	SQUAD 217 PER VIN, TIRE REPAIR/OIL CHANGE, 01/22/26	3/2/2026	2026-01185	\$104.49	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 217 PER VIN, TIRE REPAIR/OIL CHNG	\$104.49	
1/22/2026	32713	SQUAD 314, WIPER BLADES, HEATER CORE	3/2/2026	2026-01186	\$123.48	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 314, WIPER BLADES, HEATER CORE	\$123.48	
1/27/2026	32733	SQUAD 313, OIL CHANGE, WIPER BLADES, 1/27/26	3/2/2026	2026-01189	\$172.05	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 313, OIL CHANGE, WIPER BLADES, 1/2	\$172.05	
1/8/2026	31097	SQUAD 318, TIRES X2, MOUNT/BALANCE 04/08/25	3/2/2026	2026-01159	\$631.97	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 318, TIRES, MOUNT/BALANCE 04/08/25	\$631.97	
1/8/2026	32292	SQUAD 305, OIL CHANGE, 10/30/25	3/2/2026	2026-01160	\$88.50	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 305, OIL CHANGE, 10/30/25	\$88.50	
1/8/2026	32307	SQUAD 216 PER VIN, TIRE REPAIR, 10/31/25	3/2/2026	2026-01161	\$41.00	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 216 PER VIN, TIRE REPAIR, 10/31/25	\$41.00	
1/8/2026	32645	SQUAD 219, OIL CHANGE, 01/08/26	3/2/2026	2026-01162	\$95.70	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 219, OIL CHANGE, 01/08/26	\$95.70	
1/8/2026	32651	SQUAD 314, RADIATOR HOSE/COOLANT, 1/8/26	3/2/2026	2026-01163	\$472.33	
001-500-501-41110		MAINTENANCE - AUTOS		SQUAD 314, RADIATOR HOSE/COOLANT, 1/8/26	\$472.33	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/02/2026

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010129		RAY O'HERRON CO., INC.			\$611.58	
1/14/2026	2455696	MOURNING BANDS	3/2/2026	2026-01181	\$310.73	
001-500-501-47300		UNIFORMS		MOURNING BANDS	\$310.73	
1/19/2026	2456490	UNIFORM TIE BARS (8)	3/2/2026	2026-01182	\$100.73	
001-500-501-47300		UNIFORMS		UNIFORM TIE BARS	\$100.73	
1/8/2026	2454558	DET. COLON MAGAZINE POUCH/HOLSTER, 01/07/26	3/2/2026	2026-01156	\$133.56	
001-500-501-47300		UNIFORMS		DET COLON MAGAZINE POUCH/HOLSTER, 1/7/26	\$133.56	
1/19/2026	2456342	GISMONDI, UNIFORM SHIRT	3/2/2026	2026-01193	\$66.56	
001-500-501-47300		UNIFORMS		GISMONDI, UNIFORM SHIRT	\$66.56	
010131		RECYCLED CYCLING LLC			\$1,022.97	
1/24/2026	220000010472	BIKE UNIT BICYCLE LIGHTS X3 SETS & INSTALL	3/2/2026	2026-01157	\$1,022.97	
001-500-501-49500		EQUIPMENT PURCHASE		BIKE UNIT BICYCLE LIGHTS X3 SETS/INSTALL	\$1,022.97	
010179		ROBBINS SCHWARTZ			\$619.60	
12/31/2025	1035507	ADJUDICATION SERVICES, NOV 2025	3/2/2026	2026-01158	\$319.60	
001-500-501-45402		PROFESSIONAL ADJUDICATION FEES		ADJUDICATION SERVICES, NOV 2025	\$319.60	
1/21/2026	1037156	ADJUDICATIONS SERVICES, DEC 2025	3/2/2026	2026-01183	\$300.00	
001-500-501-45402		PROFESSIONAL ADJUDICATION FEES		ADJUDICATIONS SERVICES, DEC 2025	\$300.00	

DETAIL COUNCIL REPORT

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INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010190		RUSSO'S POWER EQUIPMENT INC.			\$392.97	
1/26/2026	SPI21408022	HARD HAT SHIELDS (2) AND CUT SAW BLADE (1)	3/2/2026	2026-01176	\$392.97	
020-700-704-41100		MAINTENANCE - EQUIPMENT		CUT SAW BLADE	\$239.99	
020-700-706-41100		MAINTENANCE - EQUIPMENT		HARD HAT SHEILDS	\$152.98	
010239		SETON IDENTIFICATION PRODUCTS			\$3,648.40	
2/6/2026	9361049287	JULIE FLAGS(7BOXES)	3/2/2026	2026-01138	\$3,648.40	
001-700-701-45401		J.U.L.I.E.		JULIE FLAGS(7BOXES)	\$1,563.60	
020-700-704-45401		J.U.L.I.E.		JULIE FLAGS(7BOXES)	\$1,042.40	
020-700-706-45401		J.U.L.I.E.		JULIE FLAGS(7BOXES)	\$1,042.40	
010314		STEINER ELECTRIC COMPANY			\$3,606.85	
2/3/2026	S007908603.002	THHN 6 RED WIRE(1)	3/2/2026	2026-01210	\$526.00	
013-700-709-44000		MAINTENANCE - STREET LIGHTS		THHN 6 RED WIRE(1)	\$526.00	
2/2/2026	S007908603.001	THHN 10-500FT(4),THHN 6-500FT(2),THHN 6-1000FT(1), VOLTAGE TESTER(1),	3/2/2026	2026-01202	\$3,080.85	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		THHN 10(4)	\$736.76	
001-700-701-47220		SMALL TOOLS		VOLTAGE TESTER(1)	\$30.57	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		14-4 UNITAP(12)	\$209.52	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		THHN 6-500FT(2)	\$1,052.00	
001-700-701-44000		MAINTENANCE - STREET LIGHTS		THHN 6-1000FT(1)	\$1,052.00	
010445		ULINE, INC.			\$590.13	
1/7/2026	202521475	EVIDENCE ROOM SUPPLIES (ET)	3/2/2026	2026-01084	\$590.13	
001-500-501-47200		OTHER SUPPLIES		EVIDENCE ROOM SUPPLIES (ET)	\$590.13	

DETAIL COUNCIL REPORT

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GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010446		ULTRA STROBE COMMUNICATIONS			\$1,907.56	
1/12/2026	087522	CITY BAND RADIOS, REPLACEMENTS X4	3/2/2026	2026-01165	\$1,907.56	
001-500-501-49500		EQUIPMENT PURCHASE		CITY BAND RADIOS, REPLACEMENTS X4	\$1,907.56	
010462		URBAN FOREST MANAGEMENT, INC			\$2,673.75	
2/2/2026	251114	DREAMCLEAN STARBUCKS LANDSCAPE REVIEW 11/12/25	3/2/2026		\$115.00	
001-000-000-22500		RECOVERABLE FEE DEPOSITS-DREAM CLEAN		DREAMCLEAN STARBUCKS LANDSCAPE REVIEW	\$115.00	
12/25/2025	251019	RW TOWNHOMES OCT 2025	3/2/2026	2026-01209	\$891.25	
001-600-601-45406		LANDSCAPE REVIEW & INSPECTIONS		RW TOWNHOMES OCT 2025	\$891.25	
12/24/2025	250719	RW TOWNHOMES JULY 2025	3/2/2026	2026-01209	\$1,380.00	
001-600-601-45406		LANDSCAPE REVIEW & INSPECTIONS		RW TOWNHOMES JULY 2025	\$1,380.00	
2/2/2026	251113	CANTERA POINT DESIGN REVIEW NOV 2025	3/2/2026	2026-01209	\$115.00	
001-600-601-45406		LANDSCAPE REVIEW & INSPECTIONS		CANTERA POINT DESIGN REVIEW NOV 2025	\$115.00	
2/2/2026	251115	RW TOWNHOMES INSPECTIONS NOV 2025	3/2/2026	2026-01209	\$172.50	
001-600-601-45406		LANDSCAPE REVIEW & INSPECTIONS		RW TOWNHOMES INSPECTIONS	\$172.50	
010463		USA BLUE BOOK			\$246.08	
1/26/2026	INV00944551	CHEMKEY REAGENTS FOR WATER QUALITY TESTING (3)	3/2/2026	2026-01170	\$246.08	
020-700-704-47700		CHLORINATION SUPPLIES		CHEMKEY REAGENTS FOR WATER QUALITY TESTI	\$246.08	

DETAIL COUNCIL REPORT

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GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
010649		WHITTAKER CONSTRUCTION			\$268,188.93	
1/15/2026	6	TIF 4 SW/RT 59 CORRIDOR - WELL 13 WATER TREATMENT CONSTRUCTION	3/2/2026	2026-00610	\$268,188.93	
104-100-150-48735		CITY PROJECTS		WELL 13 WATER TREATMENT CONSTRUCTION	\$268,188.93	
104-100-150-48735		CITY PROJECTS		PAYMENT #6	\$0.00	
010612		YOUNGREN'S INC.			\$798.00	
1/28/2026	197105	RTU-3 HVAC SERVICE-CH	3/2/2026	2026-01187	\$798.00	
001-700-703-41000		MAINTENANCE - BUILDING		HVAC EQUIPMENT AND PARTS	\$798.00	

of Invoices: 74

Total: \$492,810.03

CITY OF WARRENVILLE
JOINT CITY COUNCIL AND PLAN COMMISSION SPECIAL MEETING
City Hall, 28W701 Stafford Place, Warrenville, IL 60555
Monday, January 12, 2026, at 6:30 p.m.

MINUTES

A. CALL TO ORDER

Mayor Johnson called the meeting to order at 6:30 p.m.

B. ROLL CALL

Physically Present: Mayor Andrew Johnson and Aldermen: John Lockett, Clare Barry, Kathryn Davalos, John Paul Augustynowicz, Bill Weidner, Craig Kruckenberg, Stuart Aschauer, and Judy Wilkie

Absent: None.

Also Present: Plan Commission Chair Tim Cosgrove and Plan Commission members: Jim Martina, Mark Taylor (arrived at 6:59 p.m.), Rachael Fawell, Chris Wilson, Tom Smillie, Katy Ebbesen, Natalie Clemens

City Administrator Cristina White, Community and Economic Development Director Amy Emery, Community Planner Jack Maszka, Police Chief Sam Bonilla, Finance Director Kevin Dahlstrand, Public Works Director Phil Kuchler, Assistant City Administrator Alma Morgan, Assistant Community Development Director Kristine Hocking, Chief Code Official Michelle Lilley

Also Absent: Jessica Tullier

C. IL ROUTE 59 CORRIDOR DISCUSSION

1. Introductory Comments by Mayor Johnson

Mayor Johnson provided a brief introduction of the joint workshop between the Plan Commission and the City Council noting that the meeting is not a formal public hearing but the beginning of a several months-long planning process that will include future opportunities for public input and community involvement.

2. Existing Land Use, Zoning, Plans and Market Conditions

Community Planner (CP) Maszka provided an overview of existing planning documents, zoning, and development patterns.

CP Maszka provided background information on the various City plans that overlap the IL Route 59 Corridor including the City's Comprehensive Land Use Plan (1984), the Southwest District Plan, and the Warrenville Homes for a Changing Region Housing Action Plan, which explores middle and senior housing options and preserves existing affordable housing.

CP Maszka summarized the existing zoning designations throughout the Corridor including commercial, office, and residential and the regulations affecting each. He also summarized the existing land uses along the corridor as well.

Community and Economic Development Director (CEDD) Emery provided market analysis of the Corridor, specifically how the market determines the viability or demand for a type of development. She also provided information about the organizations the City works with to obtain market information; and provided an analysis of new residential construction, highlighting why multi-family use is in higher demand than single family.

Discussion Facilitated by Mayor Johnson

Mayor Johnson facilitated discussion of the background information provided by staff. Questions included:

Commissioner Fawell requested clarification on the importance of the Tax Increment Financing (TIF) payback window. Director Emery stated that developers require sufficient time to recover investment before TIF expiration – the shorter remaining duration reduces payback feasibility.

Chairman Cosgrove commented that developers are reimbursed through the TIF. Reimbursements occur only from generated increments after the development. No upfront public funding without an increment is available.

3. Corridor Study Process and Scope Introduction

CP Maszka summarized the planning process for the Route 59 Corridor development project emphasizing that the project is in the early stages. The scope of the project may include signage and landscaping regulations, updated land use and zoning recommendations, market and feasibility analysis, and strategies for City-owned properties within the Corridor.

4. Opportunity and Challenge Discussion

CP Maszka and CEDD Emery presented and reviewed a survey completed by the Plan Commission and City Council. Questions included, but were not limited to, inquiries about existing and future vision terms, importance of City involvement in attracting new businesses, and pointed questions about the Route 59 and Route 56, and Route 59 and Batavia Road intersections.

There was a discussion regarding the definition of “community needs”. Responses from elected and appointed officials included:

- Affordable and senior housing
- Infrastructure – including stormwater and sidewalks
- Community amenities such as a park, plaza, or community center
- Child learning center
- Financial education and support services

Commissioners raised concerns about locating housing, both market rate and affordable, directly on the high-traffic corridor as it may not be the highest and best use.

When discussing the Route 59 and Batavia Road intersection, there was strong support for: improved signage standards, facade upgrades, landscape enhancements, and walkability improvements.

Staff briefly summarized a proposed facade grant program and highlighted important factors regarding the Route 59 and Route 56 intersection, including the City-owned property, existing zoning designations, consideration of a mixed-use concept by Synergy Development, and an emphasis on safety, connectivity, and public gathering space.

Officials discussed their preferred scope for the project with some stating the plan should only focus on City-owned properties, while others felt the scope should include the entire Corridor to address the current fragmented and disjointed perception of the area. There was a preference to add sidewalks along Route 59 and a suggestion to build a pedestrian bridge over the road to tie it all together. Increased connectivity to the Illinois Prairie Path trail system was also suggested.

Commissioner Wilson stated the importance of including both intersections in the Corridor plan and noted that IDOT's regulations, especially regarding signage, are often restrictive and cumbersome. Alderman Barry added that a concept plan for the northwest corner of the Route 59 and Route 56 intersection could be a catalyst for retail development along the rest of the Corridor. There was debate regarding allowing residential use in this location, with some in favor and some against.

Alderman Davalos reiterated the importance of the market in driving development and requested more information on the long-term implications of building multi-family and higher density housing throughout the corridor including, but not limited to, impacts on police, fire, schools, and utilities.

Commissioner Ebbesen stated her preference to view the corridor as a whole. She noted that both intersections are unique and should be viewed with unique priorities. She suggested allowing the development of the northwest corner of the intersection first as a way for the City to increase their leverage on the property.

Mayor Johnson thanked the Plan Commission, Zoning Board of Appeals, City Council, and members of the community for their engagement and attendance at the meeting.

D. PUBLIC COMMENTS

Phil Domenico of Synergy Development, currently pursuing development at the northwest corner of the Route 59 and Route 56 intersection, provided background on Synergy Development, presented the rationale for market-rate family housing, explained smaller unit

sizes and sharing amenities as affordability mechanisms, and emphasized responsiveness to staff and community feedback.

E. ADJOURN

PLAN COMMISSION CHAIRMAN COSGROVE made a motion, seconded by Commissioner Fawell to adjourn the Plan Commission and Zoning Board of Appeals portion of the meeting.

MOTION ADOPTED VIA VOICE VOTE.

ALDERMAN LOCKETT MADE A MOTION, seconded by Alderman Wilkie, to adjourn the City Council meeting.

MOTION ADOPTED VIA VOICE VOTE.

The meeting adjourned at 8:23 p.m.

Approved: _____

Julie Clark, City Clerk

CITY OF WARRENVILLE
CITY COUNCIL
REGULAR MEETING
Monday, February 2, 2026 at 6:30 p.m.
City Hall Council Chambers
28W701 Stafford Place, Warrenville, IL 60555

MINUTES

I. OPENING CEREMONIES

A. Call to Order

Mayor Johnson called the meeting to order at 6:30 p.m.

B. Roll Call

Physically Present: Mayor Johnson and Aldermen: J.P. Augustynowicz, Stu Aschauer, Clare Barry, Kathy Davolos, Craig Kruckenber, Bill Weidner and Judy Wilkie

Absent: Alderman John Lockett (excused)

Also Present: City Attorney Brooke Lenneman, City Administrator Cristina White, Assistant City Administrator Alma Morgan, Public Works Director Phil Kuchler, Community and Economic Development Director Amy Emery, Finance Director Kevin Dahlstrand, Police Chief Sam Bonilla, City Treasurer Maury Goodman, City Clerk Julie Clark

C. Pledge of Allegiance

Mayor Johnson led the Pledge of Allegiance.

D. CPSM Presentation-Police Department Operations and Data Analysis

Police Chief Bonilla introduced Retired Police Chief Craig Junginger of the Center for Public Safety Management (CPSM) to give a remote presentation of the findings of the recently completed Police Assessment Report. Mr. Junginger indicated the Warrenville Police Department is functioning at a high level for a small department. He offered several recommendations to improve Department operations thereby providing an even higher level of service for the community.

There was discussion regarding staffing opportunities and whether the department is adequately staffed according to the report and actual departmental needs. Further assessment of the report and the functionality and needs of the department will be reviewed by staff and readdressed with the City Council at a later date.

II. PUBLIC COMMENTS

Bob Siebert, Albright Court, shared his concerns on the effects of property tax policies on residents and businesses in Illinois.

III. OFFICIALS AND STAFF COMMENTS

A. Mayor

Mayor Johnson congratulated Warrenville Park District Director Tim Reinbold for being named Chairman of the Illinois Parks and Recreation Foundation. The Park District was also recognized as accredited as well.

Mayor Johnson recognized Community Unity School District 200's recent progress report as well.

B. Aldermen

No comments.

C. Clerk

No comments.

D. Treasurer

Treasurer Goodman commended Mayor Johnson's remarks in the February edition of *Hometown Happenings* about the water situation in Warrenville. He referenced an older water survey conducted by the City, which indicated resident approval of the City's continued reliance on well water.

Mayor Johnson responded that more information on City water service can be found on the All About Water Q&A webpage of the City website.

E. Administrator

No comments.

F. Attorney

No comments.

IV. CONSENT AGENDA – OMNIBUS VOTE

Mayor Johnson read the items presented for approval on the Consent Agenda as follows:

A. Ordinance O2026-04 approving Enterprise Fleet Management Leases for two vehicles and declaring two existing vehicles as surplus authorizing disposal through auction

B. Ordinance O2026-05 approving a temporary use permit for Warrenville Park District special events in the years 2026, 2027, and 2028

C. Resolution R2026-04, approving an Intergovernmental Agreement Between the City of Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the Ride DuPage paratransit transportation program

- D. Resolution R2026-05 approving a Professional Services Agreement with Engineering Enterprises, Inc. for the preparation of bid documents for Central 2 Basin Sanitary Sewer Maintenance
- E. Resolution R2026-06 approving an intergovernmental agreement with the Warrenville Park District regarding a stormwater management easement at Sesquicentennial Park
- F. Resolution R2026-07 approving a Professional Services Agreement with Engineering Enterprises, Inc. for preliminary engineering related to the Aurora Water System Emergency Interconnect
- G. Resolution R2026-08, approving a municipal partnership agreement by and between the City of Warrenville and the DuPage Convention and Visitors Bureau for the provision of funding
- H. Tourism and Arts Commission recommendation to award Hotel Tax grants for fiscal year 2027, totaling \$134,614
- I. Warrenville Historical Society request for a grant to partially fund the Director/Curator position for fiscal year 2027 in an amount not to exceed \$25,000
- J. Approve expenditures for invoices paid up to January 21, 2026, in the amount of \$165,979.77
- K. Authorize expenditures for invoices due on or before February 17, 2026, in the amount of \$1,388,631.04
- L. Minutes of City Council Meetings
 - 1) Minutes of the January 19, 2026, City Council regular meeting
 - 2) Minutes of the January 19, 2026, City Council closed sessions 1, 2, and 3

ALDERMAN WEIDNER MADE A MOTION, seconded by Alderman Kruckenber, to approve the Consent Agenda items as read.

ROLL CALL VOTE:

Aye: Aldermen: Augustynowicz, Weidner, Kruckenber, Wilkie Barry, Aschauer, and Davolos

Nay: None

MOTION ADOPTED

V. REGULAR AGENDA

VI. PRESENTATIONS AND DISCUSSION ITEMS

Mayor Johnson authorized Alderman Davolos to chair this portion of the meeting. Chairman Davolos led the discussion of the following items.

- A. Consideration of mowing and landscape maintenance contract renewal with Sebert Landscaping.

Discussion: Public Works Director Kuchler explained that staff would like to extend the term of the contact with Sebert Landscaping for the first one-year extension period. This is at a 1% increase to the costs.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Alderman Wilkie, to direct staff to present a resolution approving a first amendment to the contract with Sebert Landscaping to enter the first renewal term with pricing schedule as presented.

ROLL CALL VOTE:

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

Nay:

MOTION ADOPTED

- B. Consideration of a public comment policy and certain City Code amendments

Discussion: City Administrator (CA) White proposed various code changes to address inconsistencies and the need to formalize certain City policies. The first item addressed was the formalization of the Public Comment Policy to create clear guidelines and transparency for the fair application of the rules for speaking at public meetings.

The next items addressed ambiguous City Code language regarding when the Mayor votes and a local requirement to have two readings of proposed ordinances before voting, both of which are inconsistent with State Statute. CA White indicated the Council typically hears proposals and ordinances multiple times before voting on them, thus making the Code requirement for a first and second reading unnecessary.

The final item addressed Code language regarding the necessary vote to waive bidding. State Statute requires a two-thirds vote of the Aldermen, whereas the City Code includes the vote of the Mayor. Staff is proposing to align the City Code with the State Statute.

There was discussion and clarification by Attorney Lenneman of the three circumstances when the Mayor has a vote according to State Statute.

ALDERMAN BARRY MADE A MOTION, seconded by Alderman Wilkie, to direct City Attorney to draft an ordinance approving certain City Code changes as described in City Administrator White's January 29 memo, and a resolution approving the Public Comment Policy.

Attorney Lenneman indicated a Voice Vote was sufficient to approve items under Presentation and Discussions.

MOTION ADOPTED VIA VOICE VOTE

C. Discussion of FY 2027 Preliminary Citywide Work Plan.

Discussion: Assistant City Administrator Morgan presented the draft FY 2027 Citywide Work Plan for Council review now through March 14, the date of the Budget Workshop. She indicated staff is seeking feedback and direction on the Elected Official's budget consideration requests including the Sidewalk Plan, Plan Commission Meeting Recording and Publication Initiative, and Annual Budget Amount Dedicated to Climate Action Plan.

There was discussion regarding staff responses to the Official's requests. ACA Morgan clarified the placement of the Sidewalk Plan Decision Package was included in the same line item as the Complete Streets Workgroup initiative, CW2-5, on the Citywide Work Plan. There was no objection from Council.

ACA Morgan stated the Plan Commission Meeting Records and Climate Action Plan Decision Packages are listed as Tier three initiatives. She requested clarification of the direction from Council on the Climate Action Plan item. Specifically, staff's understanding was to create a list of City-owned properties for the purpose of locating natural plantings, which would occur in FY 2027, while the work to develop the plantings would occur in a future fiscal year. Alderman Weidner clarified the intent of his request was for staff to locate appropriate landscape sites and to determine potential funding sources for the project to be further discussed at the Budget Workshop.

CA White offered preliminary costs and funding analysis from discussions with the City's environmental consultant. The initial determination is that the City does not have any City-owned property that is available for new plantings. She suggested developing a grant program where the City can partner with other individuals or organizations to develop the plan. Alderman Weidner recalled the initial landscaping plans for the Illinois Prairie Path Trailhead area included larger naturalized landscape areas, but over time, those naturalized planting areas were reduced. After speaking with Warrenville in Bloom, their desire was to increase those naturalized areas or other smaller areas. CA White replied that staff will look at those areas specifically and provide a response for future discussion.

Alderman Davolos commented on her understanding of the Climate Action Plan (CAP) as having optional initiatives for multiple communities. Community and Economic Development Director (CEDD) Emery concurred, stating that the CAP offers a series of different implementations and options that communities can address, but not all of the options are appropriate for every community.

It was determined that the aldermen would defer comment on the recording of Plan Commission meetings until Alderman Lockett has an opportunity to weigh in as it is his budget consideration request.

D. Presentation of Old Town Redevelopment Site #2 (OTRS #2) Update

Discussion: CEDD Emery provided an overview of the cleanup, redevelopment and planning progress of the OTRS #2. She highlighted the public discussions and workshops that led to the creation of the Warrenville By Design Overlay and the Strategic Plan priorities that helped to develop the City's preferred vision for the site. Following a request for proposals, she indicated that a preferred developer, Denver Capital, LLC, has been identified to develop the City's vision of the property.

CEDD Emery stated that the next step toward redevelopment of the site is to enter into a Purchase and Sale Agreement (PSA) with the preferred developer. The general terms for the PSA include consistency with the Warrenville By Design overlay to establish desired uses such as first floor retail, office and dining and upper story residential. It is anticipated that the PSA will be provided to Council for initial consideration on February 17, 2026. The PSA will include preliminary conceptual rendering but the site and building design will only be finalized through the public hearing process.

INFORMATION ONLY NO ACTION TAKEN

VII. INFORMATIONAL REPORTS

Mayor Johnson stated that the City has received and filed the following items:

- A. Receive and file Public Works Department FY26 Work Plan and Discussion Package status report
- B. Receive and file minutes of the Environmental Advisory Commission meeting held on October 7, 2025
- C. Receive and file draft minutes of the Plan Commission/Zoning Board of Appeals meeting held on January 22, 2026
- D. Receive and file minutes of the Inclusion, Diversity, Equity and Awareness Commission meeting held on December 16, 2025

- E. Receive and file minutes of the Police Pension Board quarterly meeting held on October 28, 2025

VIII. CLOSED SESSION

Alderman Barry made a motion, seconded by Alderman Wilkie, to enter into Closed Session at 8:09 p.m. to discuss matters that fall under the following categories:

- 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.

ROLL CALL VOTE:

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

Nay: MOTION ADOPTED

The Council returned to open session at 8:30 p.m. No action was taken during Closed Session.

VII. ADJOURN

ALDERMAN WEIDNER MADE A MOTION, seconded by Alderman Wilkie to adjourn.

MOTION ADOPTED VIA VOICE VOTE

The regular Council meeting adjourned at 8:30 p.m.

Approved: _____
Julie Clark, City Clerk

ORDINANCE NO. O2026-08

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A PURCHASE AND SALE AGREEMENT WITH DENVER CAPITAL, LLC
FOR THE SALE OF THE 1.39-ACRES OF CITY-OWNED PROPERTY LOCATED AT
THE NORTHEAST CORNER OF BATAVIA ROAD AND WARRENVILLE ROAD**

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

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time ("**TIF Act**"); and

WHEREAS, pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 2780, 2781, and 2782, adopted June 3, 2013, which are incorporated into this Ordinance by reference, the City of Warrenville Old town/Civic Center Tax Increment Financing District ("**TIF District**") was formed as a TIF district for a 23-year period; and

WHEREAS, the City is the owner of at certain 2.38-acres of real property, and all appurtenances thereto, located at the northeast corner of Batavia Road and Warrenville Road, consisting of 4 separate parcels of record assigned parcel identification numbers 04-35-403-009, 04-35-403-010, 04-35-403-011, and 04-35-403-027; and

WHEREAS, the City desires to convey 1.39 acres as depicted on the map attached to this Ordinance as **Exhibit A** (collectively, the "**Property**") in furtherance of the Redevelopment Plan and Project for the TIF District to Denver Capital, LLC ("**Buyer**"); and

WHEREAS, the Property, which is currently improved with surface parking areas and a vacant garage building, is located within the TIF #3 District; and

WHEREAS, pursuant to and in accordance with the TIF Act, the Ordinances establishing the TIF District, and the City's home rule authority, the Corporate Authorities of the City are empowered under Sections 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), to convey real property owned by the City within the TIF District in furtherance of the Redevelopment Plan and Project for the TIF District, including for the conveyance of the Property; and

WHEREAS, the City desires to convey the Property to the Buyer on the terms set forth in a purchase and sale agreement ("**Agreement**"); and

WHEREAS, prior to adoption of this Ordinance, the City published notice of the proposed conveyance of the Property, made public disclosure of the terms of the disposition, and invited alternative bids and proposals; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City to convey the Property to the Buyer to ensure that redevelopment within the TIF District continues;

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

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

SECTION 2: Approval of Agreement. The Mayor and the City Council hereby approve the Agreement with the Buyer for the conveyance of the Property from the City to the Buyer, in substantially the form attached to this Ordinance as **Exhibit B**, and in a final form to the approved by the City Administrator and the City Attorney. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to convey the Property pursuant to the terms and conditions of the final Agreement.

SECTION 3: Authorization to Execute Documents. The Mayor and the City Clerk are hereby authorized to execute and seal, on behalf of the City, the final Agreement and the Mayor, City Manager, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this Ordinance.

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

PASSED THIS ____ day of _____, 2026.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

DEPICTION OF PROPERTY



EXHIBIT B
AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

By and Between

CITY OF WARRENVILLE, an Illinois municipal corporation

and

DENVER CAPITAL, LLC, an Illinois limited liability company

Property:

That portion of the 2.38-acre city-owned property located at the northeast corner of Batavia Road and Warrenville Road, Warrenville, Illinois, comprised of four separate parcels below excluding the floodplain area along the West Branch of the DuPage River

PIN: 04-35-403-009, 04-35-403-010, 04-35-403-011 and 04-35-403-027

TABLE OF EXHIBITS

EXHIBIT A	--	Depiction of City Property and Property
EXHIBIT B	--	Legal Description of the Property
EXHIBIT C	--	Proposed Development Plan

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as defined in Section 15 below), by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“**City**”) and **DENVER CAPITAL, LLC**, an Illinois limited liability company (“**Denver Capital**”) (collectively, City and Denver Capital are the “**Parties**”, and individually a “**Party**”).

Section 1. Recitals.

A. City is the record owner of that parcel of real property comprised of four separate lots of record, encompassing 2.38 acres located generally at the north-east corner of Warrenville Road and Batavia Road in Warrenville, Illinois, and depicted on the attached **Exhibit A** (“**City Property**”).

B. City issued a request for proposals to develop a 1.39-acre portion of the City Property, which portion is depicted on Exhibit A and described on **Exhibit B** (“**Property**”).

C. Denver Capital submitted a proposal to acquire and develop the Property in a manner that aligns with the City’s long-range vision and goals for the Old Town District of the City, as detailed in the City’s Comprehensive Plan for the area (“**Development**”). The Development will comport with the proposed development plan (“**Proposed Development Plan**”), attached as **Exhibit C**, and will incorporate, without limitation, the following attributes:

1. All structures, landscaping, access drives, and off-street parking areas on the Property will strictly comply with the Village Shopfront designation and associated regulations as set forth in the Warrenville By Design Overlay District of the City Zoning Ordinance;
2. One or two or three-story building(s) that will not exceed 42 feet in height (“**Building**”). The first floor of the Building will consist of commercial tenant spaces that will be occupied with a dynamic mix of commercial tenants consisting primarily of retail, restaurant/café, and limited service uses. The upper story(ies) of the Building will contain residential dwelling units;
3. An open space element at the corner of Warrenville Road and Batavia Road and an outdoor common area to support small business and community engagements (e.g. outdoor dining space);
4. Storm water detention facilities, as required, on the Property; and
5. Public improvements, including: (i) a public pedestrian path leading from the off-street parking area on the Property to the City-owned portion of the City Property along the West Branch of the DuPage River to be used as public open space; and (ii) allowing a certain portion of the off-street parking on the Property to be used by the public for the purpose of accessing the City-owned public open space; and (iii) water, storm and sanitary sewer main extension (as necessary); and (iv) other public improvements (collectively, the “**Public Improvements**”).

D. City and Denver Capital desire to enter into this Agreement in order to memorialize their respective rights and responsibilities regarding the conveyance of the Property.

E. DENVER CAPITAL AND THE CITY ACKNOWLEDGE AND AGREE THAT THE CITY IS A MUNICIPAL ENTITY AND THIS AGREEMENT IS SUBJECT TO, AND CONTINGENT ON, THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE WARRENVILLE CITY COUNCIL ("**City Council**"). IN THE EVENT THIS CONTINGENCY IS NOT SATISFIED ON OR BEFORE _____, _____, THIS AGREEMENT WILL AUTOMATICALLY TERMINATE AND THE PARTIES WILL HAVE NO FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THOSE THAT EXPRESSLY SURVIVE ANY SUCH TERMINATION.

Section 2. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as substantive terms of this Agreement.

Section 3. Sale of Property.

A. City agrees to sell to Denver Capital, and Denver Capital agrees to purchase from City, upon the terms and conditions set forth in this Agreement, fee simple title to the Property, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of City in and to any streets, alleys, passages and other rights of way included therein, and (iii) any improvements located upon the Property.

B. **Purchase Price:** The purchase price for the purchase of the Property by Denver Capital is \$10.00 ("**Purchase Price**"), but is for good and valuable consideration in the form of the obligations for Development herein. The Purchase Price will be paid by Denver Capital to City on the Closing Date (hereinafter defined), subject to the prorations and adjustments set forth herein, by wire transfer or other immediately available funds. As part of Denver Capital's consideration, Denver Capital has not requested, and will not request, any additional economic relief or incentives from the City, including, without limitation, sale tax rebates, tax increment financing, and permit waivers.

C. **Earnest Money and Escrows.** Within five business days after the Effective Date, Denver Capital will deposit the amount of \$20,000.00 as earnest money ("**Earnest Money**") with Chicago Title Insurance Company ("**Title Company**"), at 325 W. Wacker Drive, 11th Floor, Chicago, Illinois, 60601, to be held in escrow pursuant to mutually acceptable strict joint order escrow instructions. Within five business days after the Effective Date, Purchaser will deposit an additional \$5,000.00 cash in escrow with the Title Company for closing costs ("**Closing Escrow**"). Within five business days after the Effective Date, Denver Capital will deposit an additional \$10,000.00 cash escrow with the City as required pursuant to Section 2.C of the Zoning Ordinance to reimburse the City for costs associated with the review, preparation, negotiation, and approval of the Governmental Approvals (as hereinafter defined) ("**City Cost Escrow**"). The Earnest Money, Closing Escrow, and City Cost Escrow shall be refunded to Denver Capital if the City Council does not approve the Government Approvals (as defined in Section 8 of this Agreement), in accordance with Section 8.B.7 of this Agreement, or if Denver Capital terminates this Agreement during the Due Diligence Period, in accordance with Section 5.F of this Agreement.

D. **Interest on Earnest Money.** None, unless Denver Capital pays the Title Company investment fees, in Denver Capital's sole discretion.

Section 4. Property Information, Title and Survey.

A. **Property Information:** Within 10 business days after the Effective Date, City will deliver to Denver Capital copies of all of the following pertaining to the Property to the extent such items are in its possession or control (and not previously delivered to Denver Capital): (i) title insurance policies; (ii) existing survey(s); and (iii) any environmental reports or wetlands studies (collectively, "**Deliveries**"). City makes no representation or warranty regarding accuracy or completeness of the Deliveries or the content or subject matter thereof.

B. **Title Commitment.** Within 10 business days after the Effective Date, City will instruct the Title Company to issue a title commitment for an owner's policy of title insurance ("**Title Commitment**") and deliver the Title Commitment and copies of all underlying title documents listed therein to Denver Capital upon receipt from the Title Company.

C. **Surveys and Plats.**

1. **Survey.** Denver Capital, at its sole cost and expense, may obtain an ALTA/NSPS standard survey ("**Survey**") of the Property prepared by a surveyor registered and licensed in the jurisdiction the Property is located. The Survey will be certified to City, Denver Capital, and Title Company. Denver Capital will deliver a copy of the Survey to City.
2. **Plat of Subdivision.** Denver Capital, at its sole cost and expense, will provide to City, in connection with Denver Capital's submittal of documentation for the Government Approvals (as defined in Section 8 below), a draft preliminary plat of subdivision ("**Preliminary Plat**") and final plat of subdivision ("**Final Plat**") to subdivide the City Property into the Property and a remainder parcel to be owned by the City for City approval. The Final Plat must include the dedication of permanent easements to the City necessary and sufficient to grant public right-of-way access and grant the City the right to maintain, alter, repair, remove, or abandon in place the water, sanitary sewer, and storm sewer main Public Improvements (as applicable) (collectively, the "**Required Easements**"). The Final Plat will be recorded after approval by City but immediately prior to Closing; provided, however, that that Final Plat will not be recorded without the prior written consent of the Parties.

D. **Review of Title Commitment and Survey.**

1. **Identification of Unpermitted Exceptions and Commitment to Cure.** Denver Capital has until the end of the Due Diligence Period (as hereinafter defined) ("**Title Review Period**") to review the Title Commitment and Survey, and satisfy itself with the status of title to the Property. Denver Capital must send written notice to City ("**Title Objection Notice**") identifying any matter identified in the Title Commitment or Survey that Denver Capital determines will adversely affect the Property ("**Unpermitted Exceptions**"), and City may elect, by written notice to Denver Capital, to (a) cure or remove each Unpermitted Exception, or (b) cause the Title Company to insure over the Unpermitted Exceptions.

2. **Option to Close or Terminate.** If, in its response to the Title Objection Notice, City does not make a commitment to clear the Unpermitted Exceptions, then Denver Capital, within 10 days after receiving the response, may send City a written notice (“**Closing/Termination Notice**”) electing to either: (i) proceed with the Closing, in which case Denver Capital will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and will accept the Deed at the Closing subject to the same, or (ii) terminate this Agreement. If Denver Capital fails to give City a Closing/Termination Notice as provided above within ten 10 days after the expiration of the Title Review Period, Denver Capital will be deemed to have elected to proceed with the Closing and will accept the uncleared or uninsured Unpermitted Exceptions.
3. **Permitted Exceptions.** Any matter of record shown in the Title Commitment that is (i) not objected to by Denver Capital in a Title Objection Notice, or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Denver Capital pursuant to Section 4.D.2, is a “**Permitted Exception**.”
4. **Effect of Termination.** In the event of a termination pursuant to Section 4.D.2 neither Party will have any claim or obligation under this Agreement, except for those rights, liabilities, and obligations that expressly survive the termination of this Agreement.

Section 5. Due Diligence Period.

A. **Due Diligence Period and License.** During the period that begins on the Effective Date and ends on the 90th day after the Effective Date (“**Due Diligence Period**”), Denver Capital may conduct all investigations, inspections, reviews, and analyses of or with respect to the Property as it desires (“**Due Diligence Activities**”). The Due Diligence Activities may include, without limitation, reviews of the Deliveries and the Environmental Assessments (as defined below). At reasonable times, upon written notice by Denver Capital and written approval by the City, Denver Capital may enter the Property for the purpose of conducting Due Diligence Activities. Notice may be by email.

B. **Environmental Assessment.** Beginning on the Effective Date, Denver Capital may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property and (ii) other investigations or analyses concerning the environmental and physical condition of the Property, including without limitation, wetland studies (collectively, “**Environmental Assessments**”).

C. **Restoration.** If any Due Diligence Activities damage or alter the Property, and the Closing does not occur, then Denver Capital must restore the Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activities.

D. **Insurance.** Denver Capital agrees that it will cause it and any person accessing the Property pursuant to this Agreement to be covered by not less than \$2,000,000 commercial general liability insurance (with a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right of access and naming City as an additional insured, issued by a licensed insurance company qualified to do business in Illinois and otherwise reasonably acceptable to City.

E. **Indemnity.** Denver Capital agrees to indemnify, defend, and hold harmless City and its officials, employees, contractors, and agents from any loss, injury, damage, cause of action, liability, claim, lien, cost or expense, including reasonable attorneys' fees and costs, caused directly, or indirectly by any act or omission of Denver Capital or its employees, agents, representatives, contractors or consultants conducting Due Diligence Activities. The indemnity in this Section will survive Closing or any termination of this Agreement.

F. **Termination.** If for any reason whatsoever Denver Capital determines that the Property is not satisfactory, then Denver Capital may terminate this Agreement by delivering notice of such termination to City on or before the expiration of the Due Diligence Period. If Denver Capital fails to give such notice of termination as aforesaid, Denver Capital will be deemed to have waived its rights under this Section, and this Agreement will remain in full force and effect. In the event Denver Capital delivers such notice of termination on or before the expiration of the Due Diligence Period, the Earnest Money, Closing Escrow, and the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance, will be returned to Denver Capital and neither party hereunder will have any further rights, liabilities, or obligations, under this Agreement, except for those matters contained herein which expressly survive such termination.

Section 6. Representations and Warranties.

A. **Denver Capital-General Representations and Warranties.** Denver Capital represents and warrants to City that, as of the date hereof and as of the Closing Date:

- (i) Denver Capital is a limited liability company duly organized and validly existing under the laws of the State of Illinois;
- (ii) Denver Capital has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary company action and authority, do not violate any agreement to which Denver Capital is a Party, and no other proceedings on Denver Capital's part are necessary in order to permit Denver Capital to consummate the transaction contemplated hereby;
- (iii) On the Closing Date, Denver Capital, or its designated assignee in accordance with Section 14.F below, will be in good standing under the laws of the State of Illinois;
- (iv) The execution and performance of this Agreement has been authorized by Denver Capital and, to Denver Capital's knowledge, the execution of this Agreement by Denver Capital will not result in a breach of, violate any term or provision of, or constitute a default under, any certificate of formation, operating agreement, indenture, deed to secure debt, deed of trust, mortgage, lease or other document by which Denver Capital is bound;
- (v) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Denver Capital; and

- (vi) Each person executing this Agreement on behalf of Denver Capital is fully authorized to do so and, by doing so, to bind Denver Capital to its obligations under this Agreement.

At City's request, Denver Capital must reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of the Closing.

B. City-General Representations and Warranties. City represents and warrants to Denver Capital that, as of the date hereof and as of the Closing Date:

- (i) City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois;
- (ii) City has the power to own and dispose of the Property and to engage in the transactions contemplated in this Agreement;
- (iii) City is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code; and
- (iv) Each person executing this Agreement on behalf of City is fully authorized to do so and, by doing so, to bind City to its obligations under this Agreement.

At Denver Capital's request, City must reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of the Closing.

If Denver Capital has or obtains knowledge prior to a Closing that any of City's representations or warranties contained herein are or become untrue or inaccurate in any respect, and nonetheless elects to proceed with Closing without requiring the correction of the representation or warranty or without terminating this Agreement for breach, such representations or warranties (as the case may be) will be deemed to be automatically modified to take into account any changes in facts or circumstances which caused such representations or warranties to become untrue or inaccurate, and Denver Capital will be deemed to have irrevocably waived the right to make a claim for City's breach of such representations and/or warranties. For purposes hereof, Denver Capital will be deemed to have actual knowledge of all matters, facts and circumstances described or disclosed in the Title Commitment, Survey and other Deliveries made available to Denver Capital.

C. Survival; Indemnification. The representations and warranties in this Section 6 will survive the Closing for six months.

D. Disclaimer of Warranties. Denver Capital and City acknowledge that Denver Capital will inspect the Property pursuant to the terms hereof, and will acquire the Property "**AS IS, WHERE IS**" without any obligation of City, except as expressly set forth herein to the contrary, to perform any repairs, improvements, maintenance or other work to the Property or any part thereof, and without, except as expressly set forth herein to the contrary, any warranties, express or implied, of any kind from City, including but not limited to, warranties of fitness, merchantability, fitness for a particular purpose, habitability, tenantability or environmental condition. City expressly disclaims any representations and warranties with respect to the Property, except as specifically set forth in this Agreement, including any representations by any brokers or salesmen, and Denver Capital does hereby acknowledge that, in purchasing the Property, Denver Capital is

relying only upon those representations of City concerning the Property expressly set forth as such in this Agreement. Further, in the event Denver Capital purchases the Property, Denver Capital hereby waives any claim it may have against City as to matters related to the Property or City of which Denver Capital has knowledge at the Closing. This provision will expressly survive the Closing.

Section 7. Intentionally Omitted.

Section 8. Conditions Precedent to Closing.

A. **Closing Contingencies.** Each Party's obligation to close on the Property is subject to each and all of the following conditions being satisfied, unless waived in writing by both Parties (collectively, the "**Closing Contingencies**"):

1. The Property will not be affected by eminent domain proceedings at the time of the Closing;
2. The Property will be free and clear of any leases, licenses, or possessory rights of any third party at the time of the Closing;
3. Title Company has irrevocably committed to issue and deliver an owner's title policy dated as of the date and time of recordation of the Deed subject only to the Permitted Exceptions;
4. All of City's and Denver Capital's representations and warranties are true and correct and each Party will have performed all covenants which that Party is required to perform under the Agreement;
5. There is no material adverse change in the environmental condition of the Property that first occurs due to new contamination arising after the expiration of the Due Diligence Period;
6. Execution by City and Denver Capital of the Development Agreement (as defined in Section 8.B.1(ii) below);
7. Final approval and issuance of the Governmental Approvals (as defined in Section 8.B.1 below), including strict adherence to the Warrenville by Design Overlay Zoning District Village Shopfront regulations; and
8. The Final Plat has been recorded.

If a Closing Contingency is not satisfied because of a default by Denver Capital, City will have all of its rights under Section 14.

B. **Issuance of Governmental Approvals.** The Parties agree that the Development may not be commenced except upon the issuance by City, in its governmental capacity, of zoning and subdivision approvals, as required and governed by the applicable provisions of the City Code of the City of Warrenville, Illinois, as amended ("**City Code**"), including, without limitation (i) Title 11 of the City Code, known as the Subdivision Regulations for the City of Warrenville, Illinois ("**Subdivision Regulations**"), and (ii) The City of Warrenville Zoning Ordinance ("**Zoning Ordinance**").

1. With respect to the required zoning, subdivision, and related approvals for the Development, the Parties agree that the following approvals will be required (collectively, the “**Governmental Approvals**”):
 - (i) Preliminary approvals, including approval of a preliminary plat of subdivision, preliminary plan for planned unit development, and any other preliminary approvals required for the Development (collectively, the “**Preliminary Approvals**”);
 - (ii) A development agreement between the Parties, in form provided by the City and acceptable to the City Attorney, incorporating terms and conditions mutually agreed upon by Denver Capital and the City, including, without limitation, the provision set forth in Section 16.E of this Agreement (the “**Development Agreement**”);
 - (iii) Final approvals, including approval of a final plat of subdivision that includes the dedication of the Required Easements, site plan, final plan for planned unit development, special use permit for planned unit development, any deviations from the Zoning Ordinance within the planned unit development, and any other final approvals required to authorize the construction of the Development on the Property (collectively, the “**Final Approvals**”); and
 - (iv) Other approvals from the City deemed necessary by City or Denver Capital in order to allow the Development on the Property.
2. Denver Capital must file all applications for the approval of the Preliminary Approvals on or before the expiration of the Due Diligence Period. The applications must be for a development in substantial conformance with the description of the Development set forth in Section 1.C of this Agreement and with the exhibits to this Agreement. At no cost or expense to City, City agrees to be a co-applicant for the Governmental Approvals in its capacity as a current owner of the Property. Denver Capital must diligently pursue receipt of all Governmental Approvals for the Development. Denver Capital’s failure to diligently pursue the Governmental Approvals will be considered a default by Denver Capital pursuant to Section 14.E of this Agreement. Denver Capital will be required to pay all fees and costs associated with the Governmental Approvals.
3. Intentionally omitted.
4. Denver Capital and City agree to negotiate in good faith and use commercially reasonable efforts to address and resolve all issues necessary to finalize the Development Agreement prior to the end of the Due Diligence Period; provided, however, that the Development Agreement must include, without limitation, a provision requiring Denver Capital to comply with the City’s Subdivision Code requirements for school, park, and library land donations/impact fees.

5. Denver Capital must apply for approval of the Development Agreement and the Final Approvals within the timeframe required by the Zoning Ordinance.
6. Denver Capital must comply with all City rules and procedures for consideration of Governmental Approvals, including City staff review, Plan Commission public hearing and recommendation, and City Council approval, all at Denver Capital's sole cost and expense with respect to the Development. City must process all Governmental Approvals applications in accordance with the applicable provisions of the City Code. Denver Capital acknowledges and agrees that this Agreement is not to be deemed or interpreted as requiring City Council to approve any or all of the Governmental Approvals, and that the granting or denial of the Governmental Approvals will be at the sole and absolute discretion of the City Council. The date on which the Final Approvals are granted by City and the statutory appeal period set forth in Section 11-13-25 of the Illinois Municipal Code (65 ILCS 5/11-13-25) has expired without an appeal or suit with respect to such Governmental Approvals having been filed by an arms-length third-party, or, if filed, with such suit or appeal dismissed or resolved finally and conclusively in favor of such Governmental Approvals, and, at the expiration of such appeal period, or at the conclusion of such appeal or suit, the Governmental Approvals will not have been further changed or withdrawn by the appropriate officials of the City of Warrenton and any other applicable governmental entities is referred to herein as the **"Governmental Approvals Date"**. If there is an appeal or challenge of the Governmental Approvals by an arms-length third-party, then City and Denver Capital will cooperate, in good faith, in defending such appeal or challenge. For the avoidance of doubt, if there is an appeal or challenge of the Governmental Approvals by an arms-length third-party that results in the invalidation of one or more of the Governmental Approvals, then Denver Capital's sole remedy will be to notify City and Title Company that this condition precedent has failed, whereupon the Title Company and City, as applicable, must return to Denver Capital the Earnest Money, Closing Escrow, the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance, and thereafter this Agreement will terminate and be null and void and of no further force and effect, and neither Denver Capital nor City will have any further rights, duties, liabilities or obligations to the other, except for such obligations and agreements of, and indemnifications by, the Parties which expressly survive such termination.
7. If Denver Capital applies for all necessary Governmental Approvals by the deadlines set forth in this Section 8 and City Council denies one or more of the required Governmental Approvals, then either Party may terminate this Agreement by providing written notice to the other Party, whereupon Title Company and City, as applicable, will return to Denver Capital the Earnest Money, Closing Escrow, and the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance., and neither Party will have any further liability, obligations or rights under this Agreement other than those which expressly survive the Closing or earlier termination of this Agreement. For the avoidance of doubt, if the

Governmental Approvals are not approved despite Denver Capital making all reasonable efforts, then Denver Capital may terminate this Agreement and the Earnest Money, Closing Escrow, and the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance will be refunded to Denver Capital.

Section 9. Intentionally Omitted.

Section 10. Closing.

A. City must convey fee simple title to the Property to Denver Capital by delivery of a Special Warranty Deed (“**Deed**”) in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions and the terms of the Development Agreement. City must deliver full and complete possession of the Property to Denver Capital upon Closing. City must deliver the Property to Denver Capital in its condition as of the Effective Date except for ordinary wear and tear.

B. Closing Time, Place; Closing Escrow.

1. **Closing.** The Closing will occur no later than the 30th calendar day following the Governmental Approvals Date (the “**Closing Date**”).
2. The Closing will be at the office of the Title Company at 325 W. Wacker Drive, 11th Floor, Chicago, Illinois, 60601. The Parties need not physically attend the Closing.

C. Closing Deliveries.

1. At the Closing, City will deliver or cause to be delivered to Denver Capital the following, in each case, fully executed (as applicable), in form and substance reasonably satisfactory to Denver Capital:
 - a. Evidence reasonably satisfactory to the Title Company of the authority of City to consummate the Closing;
 - b. The Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions;
 - c. To the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap” period” through the Closing Date or the date of recording, as the case may be;
 - d. A current form of ALTA Statement in customary form and substance as required by the Title Company;
 - e. Real estate transfer declarations or exemptions required of City by Applicable Laws;

- f. A non-foreign affidavit sufficient in form and substance to relieve Denver Capital of any and all withholding obligations under Section 1445 of the Internal Revenue Code;
 - g. The Development Agreement, executed by City and in a recordable form; and
 - h. A closing statement itemizing and approval all receipts and disbursements made in connection with the Closing (the “**Closing Statement**”).
2. At the Closing, Denver Capital must pay the balance of the Purchase Price to City, and deliver or cause to be delivered to City the following, in each case, fully executed (as applicable), in form and substance reasonably satisfactory to City:
- a. A counterpart to the Closing Statement;
 - b. All other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction; and
 - c. The Development Agreement, executed by Denver Capital (or Denver Capital, if applicable), in recordable form.

D. **Closings Costs.** At the Closing, City will pay the cost of transfer taxes due on the sale of the Property, if any. Denver Capital will pay the premium for an ALTA Standard Owner’s Policy of Title Insurance with extended coverage, additional costs for all endorsements to its title policy, the costs of the Survey, the cost of any inspections conducted by Denver Capital and any third-party reports ordered by Denver Capital, including without limitation all Environmental Assessments and wetlands studies, and the costs of any reliance letters in favor of Denver Capital from the consultants that prepared any third-party reports. City and Denver Capital will divide equally recording and escrow fees.

E. **Prorations.** City represents that the Property currently is exempt from real estate taxes and State, County, and City real estate transfer taxes because of the ownership of the Property by City and, therefore, no real estate taxes or real estate transfer taxes should be due or payable at the Closing. All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date.

Section 11. Condemnation. City will give Denver Capital written notice of any condemnation of the Property. If, prior to the Closing, any portion of the Property is condemned, Denver Capital will have the option of terminating this Agreement by delivering written notice of such termination to City within 10 business days after Denver Capital has received written notice from City of the condemnation. If, prior to the Closing, a portion of the Property is condemned, and Denver Capital does not exercise its right of termination as set forth in this Section 11, the proceeds of any condemnation award or payment must be paid to Denver Capital and City will assign to Denver Capital its title and interest in any unpaid awards or payments.

Section 12. Brokers. City and Denver Capital each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing

the Property to Denver Capital. If any broker or other person asserts a claim against one of the parties for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then that Party must indemnify and hold harmless the other Party from and against any damage, liability or expense, including costs and reasonable attorneys' fees that that Party incurs because of such claim.

Section 13. Patriot Act.

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("**Patriot Act**") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. **Representations and Warranties.** The Parties hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective Party or that has an economic interest in each respective Party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Denver Capital' or City's knowledge:

- (i) Not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 (the "**Annex**");
- (ii) In full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**");
- (iii) Operated under policies, procedures and practices, if any, in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice;
- (iv) Not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;
- (v) Not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;
- (vi) Not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) Not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list

promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. **Mutual Notice; Termination.** Each Party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the Party that receives such notice must immediately notify the other (the “**Non-Blocked Party**”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case the Closing Date will be delayed until such permission is obtained, or (ii) send written notice to the other Party terminating this Agreement, in which event the Parties will have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 14. General Provisions.

A. **Integration; Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the purchase and sale of the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. **Further Actions.** The Parties agree to execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. **Confidentiality.** The Parties must keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, “**Negotiation Information**”), strictly confidential and may not disclose (and will cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third Party, without the other Party’s prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement. Prior to the Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated herein will be subject to the prior written consent of both Parties. The foregoing sentence does not apply to public disclosures of City pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*), or other Applicable Laws. After Closing, this covenant will terminate and will no longer be binding on either Party.

D. Interpretation.

- (i) **Presumption.** There is no presumption that this Agreement is to be construed for or against either Party as the principal author of the Agreement. Instead, this Agreement is to be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.
- (ii) **Headings and Exhibits.** The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits

attached hereto are incorporated herein as an integral part of this Agreement:

EXHIBIT A	--	Legal Description of the Property
EXHIBIT B	--	Proposed Tentative Plat of Subdivision
EXHIBIT C	--	Proposed Development Plan

- (iii) **Non-Waiver.** Except as expressly provided in this Agreement, the mere failure by a Party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof will not constitute a waiver of its rights. If a Party waives a right under this Agreement, that waiver is not to be deemed a waiver of any other right.
- (iv) **Severability.** If any provision of this Agreement is invalid or unenforceable against any Party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (v) **Time.** Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

E. Enforcement.

(i) **Default.**

- a. **Denver Capital' Default.** If Denver Capital (i) fails to perform an obligation under this Agreement, or (ii) any representation or warranty made by Denver Capital hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Denver Capital, and does not, within five days after receiving written notice from City of such failure, either (i) cure such failure or cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five days, commence and diligently pursue a cure for such failure and, in any case, cure such failure within 10 business days, then Denver Capital will be in default of this Agreement, and City may terminate this Agreement, keep the Earnest Money as liquidated damages. Without limiting City's rights under the preceding sentence, if (i) a representation or warranty made by Denver Capital becomes materially untrue, but not as the result of an act or omission of Denver Capital, or (ii) a condition precedent to City's obligation to proceed with Closing is not satisfied not as the result of an act or omission of Denver Capital, then City may terminate this Agreement, whereupon the Earnest Money, Closing Escrow, and the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance must be promptly

returned to Denver Capital, and the Parties will have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

- b. **City's Default.** If City (i) fails to perform an obligation under this Agreement or (ii) any representation or warranty made by City hereunder is untrue when made or becomes materially untrue as the result of an act or omission of City and City does not, within five days after receiving written notice from Denver Capital of such failure, either (i) cure such failure or cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five days or if such action cannot reasonably be completed within five days, commence and diligently pursue a cure for such failure and, in any case, cure such failure within 10 business days, then City will be in default of this Agreement and Denver Capital may (i) terminate this Agreement and receive a return of the Earnest Money, Closing Escrow, and the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance,, or (ii) pursue any other remedy available at law or equity, including without limitation an action for specific performance, or (iii) waive such breach or default and proceed to Closing. Without limiting Denver Capital' rights under the preceding sentence, if (i) a representation or warranty made by City becomes materially untrue, but not as the result of an act or omission of City, or (ii) a condition precedent to Denver Capital's obligation to proceed with a Closing is not satisfied, then Denver Capital may terminate this Agreement, whereupon the Earnest Money, Closing Escrow, and the amount left in the City Cost Escrow after the final settlement per Section 2.C.2.c.iv of the Zoning Ordinance must be promptly returned to Denver Capital, and the Parties will have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

- (ii) In the event that a Party elects to seek specific performance, it hereby agrees that it will bring such action within 60 days after the scheduled Closing Date, or else such remedy will be deemed waived. If the Party does not institute an action for specific performance within 60 days after the scheduled Closing Date, time being of the essence, then such Party will be deemed to have waived its right to pursue specific performance.

F. **Assignability/Successors and Assigns.** Denver Capital's rights under this Agreement are intended to be personal to Denver Capital and may not be assigned by Denver Capital to any other person or entity without prior written consent of City, which consent may be granted or withheld in City's sole and absolute discretion; provided, however, that Denver Capital may assign the Agreement to an Affiliate of Denver Capital or a joint venture in which an Affiliate of Denver Capital is a partner or member. For purposes of this Agreement, "Affiliate" means persons or entities that directly or indirectly control or are controlled by, or are under common control with, Denver Capital. Any assignment made without City's prior written approval will be void. No assignment will release Denver Capital from any obligation or liability under this

Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

G. **Prevailing Party Attorney Fees.** In any litigation filed to enforce this Agreement, the prevailing Party will be entitled to recover from the other Party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation. The "prevailing Party" is to be determined by the court hearing such matter.

H. **Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the 18th Judicial Circuit Court in DuPage County, Illinois.

I. **Compliance with Applicable Laws; Governing Law.** In performing their obligations under this Agreement, the Parties will comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("**Applicable Laws**"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, govern the interpretation of this Agreement.

J. **Execution of Agreement.** The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each Party has executed at least one counterpart. Any signature of a Party to this Agreement that is sent by that Party to the other Party via an email transmission in a PDF format will be deemed a binding signature hereto. Each Party must deliver an original signature to the other Party upon the other Party's request.

K. **Notices.** Any notice or communication required or permitted to be given under this Agreement must be in writing and must be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by e-mail. E-mail notices will be deemed valid and received by the addressee thereof when delivered by e-mail and acknowledged by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon actual receipt. By notice complying with the requirements of this Section, each Party will have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address will be effective until actually received.

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

City of Warrenville
Attention: Cristina White, City Administrator
3S258 Manning Avenue
Warrenville, Illinois 60555
Email: cwhite@warrenville.il.us

With a copy to:

Elrod Friedman LLP
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Brooke Lenneman

E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to Denver Capital must be addressed to, and delivered at, the following address:

Denver Capital
Attention: Kevin Dermondy
E-mail: kd29784@gmail.com>

With a copy to:

The Collins Law Firm, P.C.
1770 Park, Suite 200
Naperville, IL 60563
Attention: Robert Dawidiuk
E-mail: rdawidiuk@collinslaw.com

Any notice will be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

L. **No Partnership.** Nothing contained in the Agreement may be construed to create a partnership or joint venture between the Parties.

M. **No Recordation.** The Parties agree not to record this Agreement or any memorandum hereof.

N. **Intentionally Omitted**

O. **No Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of City and Denver Capital only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement.

Section 15. Effective Date. This Agreement will be deemed dated and become effective on the date that is the later to occur of (a) the date that the authorized signatory of City signs this Agreement, and (b) the date that the authorized signatory of Denver Capital signs this Agreement.

Section 16. Right of Reverter.

A. If Denver Capital fails to (i) obtain a building permit for vertical construction of the Development, and (ii) complete the first inspection of the applicable work, within 18 months of the Closing Date, City will have the right to require that ownership of the Property revert to City ("**Right of Reverter**").

B. Upon City's exercise of such Right of Reverter, Denver Capital (or any successor owner) will cooperate with the City to take all necessary actions to promptly execute and deliver a special warranty deed, duly executed and acknowledged in recordable form, reconveying fee simple title to the Property to City, subject only to those exceptions contained in the Deed to Denver Capital (or any designated assignee)(plus any exceptions entered into after such date between Denver Capital and City). Upon reversion, City will pay Denver Capital an amount equal to the Purchase Price that Denver Capital originally paid City for the Property.

C. If Denver Capital (or any successor owner) fails to execute and deliver the necessary documents to effectuate the reversion, City will have the right to take any necessary legal action, including specific performance, to confirm and enforce the reversion, and City will be entitled to recover reasonable attorney's fees and court costs incurred in connection with such litigation. If Denver Capital has applied for a complete permit, including all required plans, details, specifications, fees, and other City requirements, within 18 months after the Closing Date, believes the City has improperly failed to issue the permit, and such failure risks triggering the Right of Reverter, Denver Capital may take necessary legal action to protect itself against the City's exercise of the Right of Reverter, including, without limitation, seeking a writ of mandamus. If Denver Capital takes such legal action, the prevailing party will be entitled to recover reasonable attorneys' fees and court costs incurred in connection with such litigation.

D. The Right of Reverter as described in Subsection A and B of this Section will be documented in the Deed conveying title to the Property from the City to Denver Capital and will be binding upon Denver Capital and its successors and assigns as a covenant running with the land.

E. Denver Capital, or its successor or assign, may notify the City at least 45 days prior to the expiration of the 18-month timeframe set forth in the Right of Reverter that it will require a six-month extension of the 18-month timeframe, but only if Denver Capital, or its successor or assign, has either (a) obtained the requisite permit but was delayed in commencing construction due a Uncontrollable Circumstance (as defined below); or (b) filed a complete permit application, including all required plans, details, specifications, fees, and other City requirements, for vertical construction within one year after the Closing Date and has diligently attended to the permit application review process, but, nevertheless, the permit application review process was not completed, and the permit was not issued, with sufficient time to complete the first inspection of the applicable work within the 18-month timeframe. Upon receipt of the notice of a requested extension, the City and Denver Capital will enter into an addendum to this Agreement and the Development Agreement pursuant to which the City will agree not to exercise the Right of Reverter until the after the expiration of the extension. Thereafter, the Parties may extend the deadline further by mutual agreement documented in writing in the form of another addendum.

For the purposes of this Section 16.E, "Uncontrollable Circumstance" means any of the following events and circumstances that materially change the ability of Developer to meet the obligations and deadlines set forth in the Right of Reverter:

1. a change in the law, other than an action taken by the City to repeal the Governmental Approvals due to a default under the Development Agreement or failure to comply with the Governmental Approvals;
2. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
3. epidemic or pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar Act of God;
4. governmental condemnation or taking other than by the City; or

5. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Denver Capital, its partners, or affiliated entities.

“Uncontrollable Circumstance” does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

The City and Denver Capital will include in the Development Agreement a provision that is substantially similar to this Subsection 16.E.

F. Reserved.

G. If City has not exercised the Right of Reverter, and Denver Capital (i) obtains a building permit for vertical construction, and (ii) completes the first inspection of the work on the Property within 18 months of the Closing Date (or any extension thereof pursuant to Section 16.E of this Agreement), the Right of Reverter will automatically terminate and be of no further force or effect. The City will cooperate with Denver Capital to record documentation of the termination at the DuPage County Recorder’s Office.

H. If Denver Capital intends to transfer a legal or beneficial interest in any portion of the Property after Closing, Denver Capital must: (i) notify the City at least 30 days prior to any transfer, and (ii) incorporate the Development Agreement by reference into any and all real estate sales contracts for transfers, as defined in the Development Agreement.

I. Survival. This Section 16 of this Agreement will survive the Closing until either the City exercises its Right of Reverter, the Right of Reverter is terminated pursuant to Subsection 16.G, or 20 years, whichever occurs first.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, City and Denver Capital have executed this Agreement on the dates set forth below, effective as of the later of the dates set forth below.

CITY OF WARRENVILLE,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

DENVER CAPITAL, LLC,
an Illinois limited liability company

By:  _____

Name: Ryan Dermody

Trustee SPH Family Trust, Manager Wharf

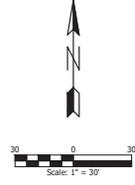
Title: Holdings, Member/Manager Denver Capital LLC

Date: 01/30/26

EXHIBIT A

DEPICTION OF CITY PROPERTY AND PROPERTY





NEW DRAFT LEGAL DESCRIPTION

THE WEST 140 FEET OF LOT 8 AND THE WEST 140 FEET OF THE SOUTH 12.22 FEET OF LOT 7 IN BLOCK 5 IN THE PLAT OF THE TOWN OF WARRENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1860-001193, IN DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 9 IN BLOCK 5 IN THE TOWN OF WARRENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1860-001193, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 88 DEGREES 02 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 140.00 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 15 SECONDS EAST AND PARALLEL TO THE WEST LINE OF SAID LOT 9, A DISTANCE OF 63.92 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 27.55 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 88 DEGREES 02 MINUTES 21 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 165.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 01 DEGREES 57 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 9 TO THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 1 OF OLD TOWN REDEVELOPMENT SITE 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 2025 AS DOCUMENT R2025-018168 IN DUPAGE COUNTY, ILLINOIS, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 02 MINUTES 21 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 1, A DISTANCE OF 165.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 113.39 FEET TO THE POINT OF TERMINUS BEING ON THE EASTERLY LINE OF SAID LOT 1 AND NORTH 19 DEGREES 15 MINUTES 35 SECONDS EAST, 159.32 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1.



ENGINEERING RESOURCE ASSOCIATES
 3302 WEST MAIN ST, SUITE 100
 WARRENVILLE, ILLINOIS 60091
 PHONE: (630) 393-3300
 FAX: (630) 393-3300
 WWW.ERASSOCIATES.COM

CITY OF WARRENVILLE
 JOSH WALKER, CITY MANAGER, IL 0055
 (630) 393-3300

OLD TOWN REDEVELOPMENT SITE # 2
 THE CORNER OF WARRENVILLE AND WILSON ROAD
 PROJECT # W22260.00

DATE	: 01-10-2024
PROJECT #	: W22260.00
DESIGNED BY	: SG / RB
DRAWN BY	: SG / RB
CHECKED BY	: TF
DESCRIPTION	: 2024-02-26 COST ESTIMATE

PROP EXHIBIT

EX-1.0
SHEET

H:\Warrenville\W22260.00 Old Town Redevelopment Site #2\CADD\SHEET Files\Location Exhibit_TF.dwg

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

THE WEST 140 FEET OF LOT 8 AND THE WEST 140 FEET OF THE SOUTH 12.22 FEET OF LOT 7 IN BLOCK 5 IN THE PLAT OF THE TOWN OF WARRENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1860-001193, IN DUPAGE COUNTY, ILLINOIS.

ALSO

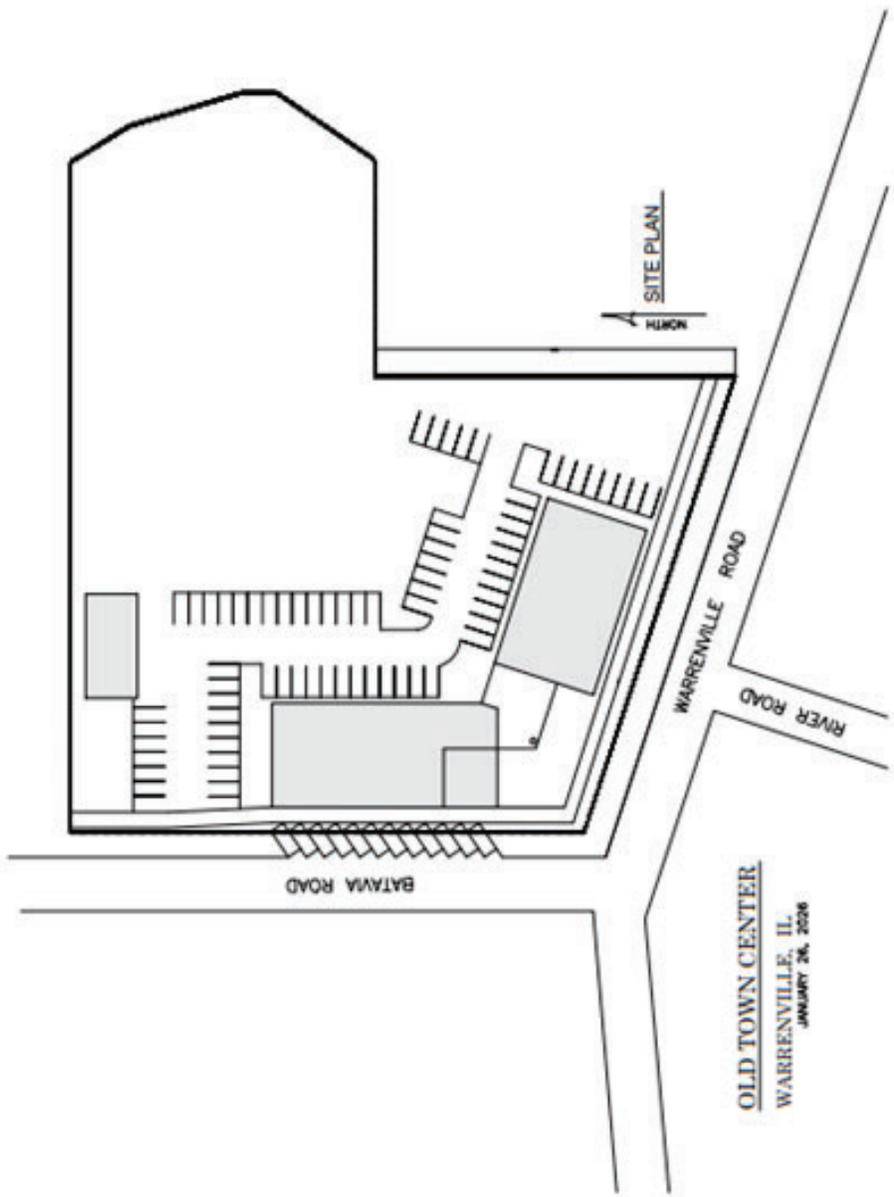
THAT PART OF LOT 9 IN BLOCK 5 IN THE TOWN OF WARRENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1860-001193, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 88 DEGREES 02 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 140.00 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 15 SECONDS EAST AND PARALLEL TO THE WEST LINE OF SAID LOT 9, A DISTANCE OF 63.52 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 27.55 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 88 DEGREES 02 MINUTES 21 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 9, A DISTANCE OF 165.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 01 DEGREES 57 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 9 TO THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 1 OF OLD TOWN REDEVELOPMENT SITE 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 2025 AS DOCUMENT R2025-018168 IN DUPAGE COUNTY, ILLINOIS, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 02 MINUTES 21 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 1, A DISTANCE OF 165.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 71 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 113.39 FEET TO TO THE POINT OF TERMINUS BEING ON THE EASTERLY LINE OF SAID LOT 1 AND NORTH 19 DEGREES 15 MINUTES 35 SECONDS EAST, 159.32 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1.

EXHIBIT C
PROPOSED DEVELOPMENT PLAN

Exhibit C



OLD TOWN CENTER
WARRENVILLE, IL
JANUARY 26, 2026





MEMORANDUM

City of Warrentville

Phone: 630-836-3050 | Website: www.warrentville.il.us

DATE: February 10, 2026

TO: Mayor and City Council

AGENDA ITEM: OLD TOWN REDEVELOPMENT SITE #2 – DENVER CAPITAL

STAFF CONTACT: Amy Emery, Community and Economic Development Director

Background:

In the spring of 2025, a Request for Proposal (RFP) was released to solicit developer interest in the 2.38-acre Old Town Redevelopment Site #2 (Former Citgo) located at the northeast corner of Batavia and Warrentville Roads. The process included reference checks and interviews. A preferred developer, Denver Capital, LLC, was identified based on their diverse construction and property management experience with mixed-use developments in the region.

Attorney Lenneman and City Staff have been negotiating a Purchase and Sale Agreement (PSA) with Denver Capital, LLC pursuant to which the City will convey a 1.39-acre portion of the City-owned property located at the north-east corner of Warrentville Road and Batavia Road, subject to certain conditions. The proposed PSA is attached. The exhibits to the PSA include a conceptual rendering of the proposed primary building and a site plan showing where the proposed building will be located on the property. The existing garage structure is planned to be repurposed as an additional commercial/retail space in accordance with the Warrentville by Design Overlay.

Analysis:

Under the terms of the PSA, the City will transfer the property to Denver Capital for \$10.00 in exchange for Denver Capital's commitment to construct and build a high-quality mixed-use development that aligns with the City's vision and goals for the Old Town District as provided in the Comprehensive Plan. The proposed development will include the following attributes:

- Compliance with all Warrentville by Design Overlay District requirements.
- A two- or three-story mixed-use building that will not exceed 42 feet in height. The first floor of the building will consist of commercial tenant spaces suitable for occupation by a mix of commercial tenants consisting primarily of retail, restaurant/café, and limited service uses. The upper story(ies) of the building will contain residential dwelling units.
- An open space element at the corner of Warrentville Road and Batavia Road.
- An outdoor common area to support small business and community engagements (e.g. outdoor dining space).
- An off-street parking area on the Property that the public will be allowed to use for the purpose of accessing the remaining portion of the City-owned property along the West Branch of the DuPage River, which will be used as public open space.

- A public pedestrian path leading from the off-street parking area to the City-owned public open space along the River.
- Construction completion within 18 months of permit release.
- Storm water detention facilities, as required, on the Property.
- Water, storm and sanitary sewer main extension (as necessary).

Other Terms

The City will not close on the transaction and actually transfer the property until Denver Capital obtains the necessary zoning and subdivision approvals and has executed a development agreement with the City, governing the construction of the proposed development.

If Denver Capital takes ownership of the property but does not move forward with the development, the City has the option to take the property back.

Denver Capital will comply with the City's Subdivision Code school, park, and library dedication of land or cash contribution requirements. Denver Capital will pay all required permit fees and will reimburse the City for its recoverable costs, as required by Section 2.C of the Zoning Ordinance.

Denver Capital has committed to not requesting any additional economic or financial incentives or relief from the City, including, without limitation, sales tax.

Recommendation:

Staff recommends authorizing execution of a Purchase and Sale Agreement with Denver Capital, LLC for the sale of the City-owned property located at the northeast corner of Batavia and Warrenville Roads.

RESOLUTION NO. R2026-11

**A RESOLUTION APPROVING
AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WARRENVILLE AND THE U.S. DEPARTMENT OF ENERGY
FOR FERMILAB WATER SERVICE**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the United States Department of Energy (“**DOE**”) is a department of the United States Government; and

WHEREAS, the City and DOE are both public agencies under the Intergovernmental Cooperation Act, 5 ILCS 220, and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, DOE owns the property commonly known as Fermilab; and

WHEREAS, Fermilab is located outside the corporate limits of the City; and

WHEREAS, Section 7-4B-1.D of the Warrenville City Code authorizes the City to provide water service to government agency properties located outside the corporate limits of the City, provided that the City and the government agency enter into an intergovernmental agreement; and

WHEREAS, on August 2, 2005, the City Council adopted Ordinance No. 2232, approving a 10-year agreement with DOE, pursuant to which the City provided water service to Fermilab; and

WHEREAS, on December 21, 2015, the City Council adopted Ordinance No. 2972, approving another 10-year agreement with DOE for the provision of water service to Fermilab; and

WHEREAS, DOE has requested that the City continue to provide the water service to Fermilab; and

WHEREAS, the City and DOE propose to enter into a new agreement in order to memorialize their respective rights and responsibilities regarding the provision of water service by the City to Fermilab (“**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 DOE;

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 DOE is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The Mayor the City Clerk are authorized and directed to execute and seal the Agreement on behalf of the Agreement.

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

PASSED THIS ____ day of _____, 2026.

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

APPROVED THIS ____ day of _____, 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Contract") effective as of the date of final signature by an authorized agent, by and between the CITY OF WARRENVILLE, DuPage County, Illinois (hereinafter referred to as the "City"), and the DEPARTMENT OF ENERGY FERMI SITE OFFICE, an agency of the United States of America (hereinafter referred to as the "DOE").

WITNESSETH:

WHEREAS, DOE has requested that the City provide water services to the main Fermilab campus, including Wilson Hall; and

WHEREAS, pursuant to Title 7, Chapter 4, Section 7-4B-1.D, of the City Code, the City may provide water service to Fermilab subject to the terms and conditions of an intergovernmental agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and pursuant to their powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.

2. During the term of this Contract, the City agrees to supply potable water service to the Fermilab buildings shown on Exhibit I attached hereto and made a part hereof. No other structure shall be connected to the City's water system without prior written notice to the City and the City's approval of the new connections. This written notice shall be given to the City ninety (90) days prior to construction and shall include the location and the projected water

demand for the new connection.

3. The DOE Base Rate for water service from the City shall be equal to the residential rate for water services, as now existing or hereafter amended, paid by customers whose property is located within the City's corporate limits. The current rate for this service is a Base Charge of \$165.63 every month (encompassing two meters- \$8.72 and \$156.91 monthly) and a Water Consumption Charge of \$2.68 per thousand gallons of water. The City shall provide written notice to DOE within thirty (30) calendar days of any rate change affecting this Contract. The City will issue invoices on a monthly basis to DOE for the water service and DOE will pay undisputed invoices within 60 days of receipt.

4. If, in the future, the City obtains water from the DuPage Water Commission (DPWC), the parties will mutually agree to and establish an impact cost to be paid at that time. This Agreement will be modified to reflect the parties' mutual agreement. Should the parties fail to agree or should DOE fail to pay the DPWC impact fee in a timely manner, then this Contract shall be rendered null and void, and water service pursuant to this Contract shall be terminated by the City.

5. The term of this Contract shall be from the date of its execution through August 15, 2030. Notwithstanding the foregoing, (i) DOE may cancel this Contract at any time upon one year's (365 days) prior written notice to the City, or (ii) this Contract may be terminated by the City upon the failure of DOE to (a) pay amounts due for the Base Rate and Water Consumption Charges within 90 days after receiving notice of a past-due invoice or (b) agree to or to pay the DPWC impact fee in a timely manner.

6. The parties recognize and agree that any water mains, service lines, or appurtenances which are located beyond the City limits (beyond the two existing City service valves for DOE located approximately at the City limits and shown on Exhibits III and IV attached hereto and made

a part hereof) that are used to distribute water to Fermilab shall be owned, operated and maintained by DOE, at its sole cost and expense, and the City shall have no responsibility therefor (collectively, the "*Fermilab Water Distribution Network*"). Reference Exhibit III/IV. DOE hereby agrees that employees of the City may go upon Fermilab property in public access areas for the purpose of reading and inspecting meters for water usage. Access to the Fermilab site by the City of Warrenville will be in accordance with the Fermilab Site Access Requirements Exhibit II Attachment I. In the event work is required to be conducted on City of Warrenville owned equipment which resides on the Fermilab site, the City will notify Fermilab in advance and follow all Fermilab Site Specific Environment Safety and Health Requirements available links on Exhibit II Attachment I attached hereto and subject to change. Water meters shall be routinely tested and calibrated as determined by the City's Public Works Superintendent.

7. DOE agrees that backflow prevention devices shall be installed and maintained in good working order for all connections to the City public water supply as described Section 7-4A-18 of the Warrenville City Code. Each backflow device must be inspected on an annual basis and the results of the inspection must be submitted to the City via Aqua Backflow or another method specified in writing by the Public Works Director.

8. DOE agrees to maintain the Fermilab Water Distribution Network in a manner that minimizes breaks and leaks resulting in lost water. DOE shall notify the City as soon as practicable if it identifies any breaks or significant leaks within the Fermilab Water Distribution Network. DOE will repair any leaks or breaks in the Fermilab Water Distribution Network in a timely manner at its sole cost.

9. Notwithstanding anything to the contrary set forth herein, Fermilab shall be entitled to receive no more than a maximum daily average of 92,500 gallons (30,000 for the village which is currently connected to the City's water supply and 62,500 for the main campus)

of water per day (the Daily Average) from the City by virtue of this Contract. In no event shall Fermilab's water usage exceed a maximum of 185,000 gallons of water on any single day (the "Daily Maximum") shown on Exhibit II attached hereto and made a part hereof.

Should Fermilab's actual water usage for any day during a month exceed the Daily Maximum, then for that day, DOE shall pay the City twice the normal water charge for all water usage in excess of the Daily Maximum (the "Daily Maximum Surcharge"). The Daily Maximum Surcharge shall not be applicable to metered water consumption due to water main breaks, provided that there are no more than four such occurrences per year that contribute to the amount of water to exceed the Daily Maximum. Fermilab will cause any such excessive flows and usage to be eliminated in a timely manner by actual repair of the broken water main or isolation of such via distribution valves. Fermilab shall notify the City Public Works Department the day such break may occur for verification purposes.

Should Fermilab's actual water usage during any 365-day period exceed the Daily Average multiplied by the number of days in a particular year (the "Annual Maximum"), then DOE shall pay the City twice the normal water charge for all water usage in excess of the Annual Maximum (the "Annual Maximum Surcharge"). Should DOE desire to increase the average and maximum water allocation in the future, DOE must submit its request in writing to the City Administrator. Thereafter, upon mutual agreement of the City and DOE, Fermilab's allocation may be increased by a duly executed agreement.

10. Notices or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Contract shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows in Paragraph 10.

11. Payment for domestic water services provided by the City of Warrenville

will be budgeted and paid by the Fermi National Accelerator Laboratory. This Intergovernmental Agreement sets the parameters for this engagement, and is not in and of itself an obligation of the US Department of Energy to pay.

12. Correspondence:

If to the City:

City of Warrenville
3 S. 258 Manning Avenue
Warrenville, IL 60555
Attention: City Administrator

If to DOE:

U.S. Department of Energy
Fermi Site Office
P. O.Box 2000
Batavia, IL 60510

or to such other address as either party may from time to time designate in a written notice to the other party.

13. Additional terms and conditions applicable to this Contract are set forth in Exhibit II attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date of signature.

DEPARTMENT OF ENERGY

CITY OF WARRENVILLE

By its

By its City Administrator

Date: _____

Date: _____

EXHIBIT I

Bldg. No.	Property Name	Gross Sqft
001	Wilson Hall & Auditorium	420,213
003	Feynman Computing Center	81,472
004	Helen Edwards Center	79,200
005	Science Education Center	8,489
019	11 Sauk Circle - Anderson Barn	6,832
020	1 Sauk Circle - Residence	3,064
021	3 Sauk Circle - Residence	2,204
022	4 Sauk Circle - Residence	2,891
023	5 Sauk Circle - Residence	2,131
024	6 Sauk Circle - Residence	1,960
025	7 Sauk Circle - Residence	925
026	8 Sauk Circle - Residence	825
027	9 Sauk Circle - Residence	1,782
028	10 Sauk Circle - Residence	2,990
029	12 Sauk Circle - Residence	2,414
030	13 Sauk Circle - Residence	1,774
031	14 Sauk Circle - Residence	2,632
032	15 Sauk Circle - Residence	1,480
033	17 Sauk Circle - Residence	1,380
034	18 Sauk Circle - Residence	2,368
035	19 Sauk Circle - Residence	2,164
036	1 Sauk Blvd - Aspen East	17,117
040	14 Sauk Blvd - Residence	1,092
041	16 Sauk Blvd - Residence	1,092
042	18 Sauk Blvd - Vending/Laundry	1,092
043	20 Sauk Blvd - Residence	1,092
044	1 Shabbona - Dorm 3	3,200
045	22 Sauk Blvd - Residence	1,092
046	24 Sauk Blvd - Residence	1,092
048	26 Sauk Blvd - Residence	1,092
049	28 Sauk Blvd - Residence	1,092
051	28b Sauk Blvd - Greenhouse	1,920
053	29 Sauk Blvd - Residence	1,092
054	30 Sauk Blvd - Maid Hdqtrs	1,600
055	30a Sauk Blvd - Pole Building	1,650
056	31 Sauk Blvd - Equipment Shed	576
057	32 Sauk Blvd - Dorm 1	2,206
058	33 Sauk Blvd - Residence	1,092
059	34 Sauk Blvd - Residence	1,092
060	36 Sauk Blvd - Metals Dev. Lab	2,100
069	2 Che Che Pinqua-Users Center	9,522
070	1 Che Che Pinqua - Kuhn Barn	7,200
077	13 Neuqua - Residence	1,092
078	16 Neuqua - Residence	1,092
079	18 Neuqua - Historical Archives	1,092
080	19 Neuqua - Residence	1,092

081	20 Neuqua - Lab 7 House	1,092
082	22 Neuqua - Lab 7 House	1,092
083	23 Neuqua - Residence	1,092
084	25 Neuqua - Residence	1,092
085	14 Neuqua - Residence	1,092
086	26a Neuqua-Lab 6-Garage	648
087	28 Neuqua - Lab 6 House	1,092
088	30 Neuqua - Lab 6 House	1,092
089	28a Neuqua-Lab 6 Pole Building	1,650
090	32 Neuqua - Lab 6 House	1,092
091	34 Neuqua - Lab 5 House	1,092
092	36 Neuqua - Lab 5 House	1,092
093	36a Neuqua - Lab 5 Pole Bldg.	3,414
094	38 Neuqua - Lab 5 House	1,092
095	36 Shabbona - Lab 5 House	1,092
096	26 Neuqua - Scintillator R&D	2,080
102	27a Winnebago - Lab 1 House	1,092
103	27b Winnebago - Lab 1 House	1,092
104	27c Winnebago - Lab 1 House	1,092
105	29 Winnebago - Machine Repair	1,935
106	32 Winnebago - Lab 4 House	1,092
107	35a Winnebago-Lab 2 Compressor	657
108	40 Shabbona-Lab 4 House/Office	1,092
109	30 Winnebago - Machine Repair	3,024
116	22 Blackhawk - Residence	1,092
117	24 Blackhawk - Residence	1,092
125	35 Blackhawk - Residence	1,092
131	2 Shabbona - Dorm 2	5,000
132	8 Shabbona - Residence	1,092
134	10 Shabbona - Residence	1,092
135	12 Shabbona - Residence	1,092
136	14 Shabbona - Residence	1,092
138	19 Shabbona - Residence	1,092
140	21 Shabbona - House	1,092
141	Curia I-34 Shabbona, Day Care, Dorms 5,6	20,995
142	33 Shabbona - Residence	1,092
143	35a Shabbona - Lab 3 House	1,092
156	11 Potawatomi - Residence	1,092
157	12 Potawatomi - Residence	1,092
158	13 Potawatomi - Residence	1,092
159	14 Potawatomi - Residence	1,092
160	15 Potawatomi - Residence	1,092
162	16 Potawatomi - Shower Rooms	1,092
163	16a Potawatomi - Exercise Rms	2,557
164	16b Potawatomi - Gymnasium	7,240
165	17 Potawatomi - Residence	1,092
167	18 Potawatomi - Residence	1,092
168	20 Potawatomi - Dorm 4	1,667
169	20a Potawatomi Dorm 4	1,092

170	22 Potawatomi - Residence	1,092
171	24 Potawatomi - Residence	1,092
179	27 Winnebago - Lab 1	9,588
180	35 Winnebago-Lab 2 Butler Bldg	11,985
181	35 Shabbona - Lab 3	10,960
182	38 Shabbona - Lab 4	11,413
183	36a Shabbona-Lab 5 Butler Bldg	9,600
184	32a Neuqua- Lab 6 Butler Bldg.	14,550
185	22a Neuqua-Lab 7 Butler Bldg.	9,600
186	27a Blackhawk-Lab 8 Butler Bld	11,938
202	AP10 Service Building	5,728
203	AP50 Service Building	7,008
204	AP-0 Target Hall	8,176
206	Booster Gallery East & West	23,160
207	Booster Tower Southwest	14,560
208	Booster Tower Southeast	14,560
209	MC-1	14,881
212	Linac, X-Gallery, Transfer Gallery	123,587
214	Central Utility Building	16,398
217	A0 Lab Building	18,191
218	A-0 Service Bldg./Vehicle	4,056
230	C-0 Service Building	5,520
251	F-0 (Rf) Service Building	20,816
323	HAB - Heavy Assembly Building	41,610
325	D-0 Assembly Building	64,756
326	PPD Office Building at D-0	10,483
327	PPD Office Building at CDF	8,721
328	Office, Technical and Education (OTE)	47,300
330	C0 Experimental Hall	7,740
350	Cryogenic Plant Building	31,376
352	Linac Gallery	35,000
404	Ms-2 Meson Service Building	2,497
408	Meson Detector Building	32,091
412	Meson Assembly Building	13,750
413	Shield Block Storage Shed	22,442
416	Polarized Proton Lab - Mp	13,137
420	Meson West Lab -- MW9	16,002
422	BD Cryogenic Engineering Office	4,821
500	Proton Pagoda	1,300
502	Proton Assembly	12,904
504	Proton Tagged Photon Lab	5,971
506	High Intensity Laboratory	6,654
520	Proton Pole Building - Site 50	2,576
522	Training Center	9,565
600	Neutrino Lab A	12,716
602	Neutrino Lab B	9,498
604	Neutrino Lab C	5,190
605	Lab CD Cross Connect Building	5,037
606	Neutrino Lab D	9,161

608	Neutrino Lab E	5,225
609	Lab BEG Connection	10,769
610	Laboratory F	15,799
612	Laboratory G	4,264
614	Neutrino Lab Nwa	8,000
616	Neutrino Service #1	3,320
618	Neutrino Service #2	1,272
622	Neutrino Service #4	1,266
623	Neutrino Service Building #7	1,302
624	Neutrino Target Service	4,543
628	HDCF - Grid Comp Ctr - WBL Ctg House	16,925
630	KTeV / NM4	13,152
700	NML	28,104
702	Cryo Module Test Facility (CMTF)	27,204
708	MI 8 Service Building	26,250
709	TSIB	11,000
731	MI 31 Service Bldg. E-Cool	5,312
760	MI 60 Service Building	29,653
765	NuMI Target Service Building	8,105
780	Mini BoONE Detector Building	4,465
785	MINOS Service Building	6,830
800	Industrial Building #1	22,763
801	Industrial Building #2	32,467
802	Industrial Center Building A (ICBA)	14,000
804	Industrial Building #3	19,422
805	Industrial Building #4	21,095
806	Industrial Center Building	43,981
808	IB3A - Industrial Building 3A	14,670
840	Low Level Waste Handling Bldg.	13,600
921	Site 37 Shop	17,500
922	Site 38 Maintenance	14,518
926	Site 39	15,847
929	Fuel Service Center	1,904
930	Site 38 Barn	17,424
931	Radiation Physics Calibration	5,736
932	Site 38 Fire Station	5,183
938	Receiving Warehouse #1	40,000
940	Receiving Warehouse #2	43,078
946	Site 50 House	3,950
948	Site 52 House	3,876
964	Site 55 House	3,661
970	Site 55 WS-3 Waste Storage	2,219
976	Site 56 Residence	2,912
986	Site 58 Residence	3,697

EXHIBIT I

Month	DWS Monthly Usage (gal)	DWS Daily Average Usage (gal)
7/1/2024	1,683,000	55,180
8/1/2024	1,686,000	55,279
9/1/2024	1,560,000	51,148
10/1/2024	1,861,000	61,016
11/1/2024	1,016,000	33,311
12/1/2024	1,189,000	38,984
1/1/2025	1,049,000	34,393
2/1/2025	1,546,000	50,689
3/1/2025	2,703,000	88,623
4/1/2025	2,724,000	89,311
5/1/2025	3,486,000	114,295
6/1/2025	2,874,000	94,230

Annual Usage (gal)	Annual Daily Average (gal)
23,377,000	63,872

EXHIBIT II

BPA Terms and Conditions Intergovernmental Agreement

1. *Description of agreement.* The City of Warrenville will supply the Fermi National Accelerator Site, owned by the Department of Energy with domestic water supply for a period not to exceed ten (10) years. For the purposes of this contract, the instantaneous water usage at the service points identified in Exhibit I, shall constitute an order for domestic water to be furnished under this contract.
2. *Extent of obligation.* The Government is obligated only to the extent of authorized purchases actually made under the BPA. This agreement may be terminated upon one year (365) days written notice by either party.
3. *Purchase limitation.* The daily water consumption for the Fermilab Site shall not exceed 185,000 gallons.
4. *Period of Performance.* Not to exceed ten (10) years.
5. *Individuals authorized to purchase under the BPA.* For the purposes of this contract, the instantaneous water usage at the service points identified in Exhibit I, shall constitute an order for domestic water to be furnished under this contract.
6. *Delivery tickets.* All shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:
 - i. Name of supplier.
 - ii. BPA number.
 - iii. Date of purchase.
 - iv. Purchase number.
 - v. Itemized list of supplies or services furnished.
 - vi. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
 - vii. Date of delivery or shipment.
7. *Invoices.* A summary invoice shall be submitted monthly or upon expiration of this BPA, whichever occurs first, for all domestic water supplied during a billing period.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101](#) note).

__ (6) [Reserved].

__ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115–390](#), title II).

__ (11)

__ (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).

__ (ii) Alternate I (Dec 2023) of [52.204-30](#).

X (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ([31 U.S.C. 6101 note](#)).

X (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

__ (14) [Reserved].

__ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

__ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

__ (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of [52.219-6](#).

__ (19)

__ (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of [52.219-7](#).

X (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)([15 U.S.C. 637](#)(d)(2) and (3)).

__ (21)

__ (i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ([15 U.S.C. 637](#)(d)(4)).

__ (ii) Alternate I (Nov 2016) of [52.219-9](#).

__ (iii) Alternate II (Nov 2016) of [52.219-9](#).

__ (iv) Alternate III (Jun 2020) of [52.219-9](#).

__ (v) Alternate IV (Jan 2025) of [52.219-9](#).

__ (22)

__ (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644](#)(r)).

__ (ii) Alternate I (Mar 2020) of [52.219-13](#).

__ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 657](#)s).

__ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637](#)(d)(4)(F)(i)).

__ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ([15 U.S.C. 657](#)f).

__ (26)

__ (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) ([15 U.S.C. 632](#)(a)(2)).

__ (ii) Alternate I (Mar 2020) of [52.219-28](#).

__ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ([15 U.S.C. 637](#)(m)).

__ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ([15 U.S.C. 637](#)(m)).

__ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](#)(r)).

__ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637](#)(a)(17)).

X (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O. 11755).

__ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)([E.O. 13126](#)).

X (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (34)

X (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of [52.222-26](#).

__ (35)

__ (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-35](#).

__ (36)

__ (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

__ (ii) Alternate I (Jul 2014) of [52.222-36](#).

X (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

__ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (39)

X (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

X (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

__ (41)

__ (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (44) [52.223-20](#), Aerosols (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (45) [52.223-21](#), Foams (May 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).

__ (47)

__ (i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552](#) a).

__ (ii) Alternate I (Jan 2017) of [52.224-3](#).

__ (48)

__ (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of [52.225-1](#).

__ (49)

__ (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of [52.225-3](#).

__ (iv) Alternate III (Feb 2024) of [52.225-3](#).

__ (v) Alternate IV (Oct 2022) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ([E.O. 13513](#)).

- __ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- __ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- __ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- __ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- __ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- __ (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- __ (64) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- __ (65)
 - __ (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631).
 - __ (ii) Alternate I (Apr 2003) of [52.247-64](#).
 - __ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- __ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- __ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and 41 U.S.C. chapter 67).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

___ (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ([49 U.S.C. 40118\(g\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(x) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ([E.O. 12989](#)).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.222-3	Convict Labor	JUNE 2003
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	OCT 2025
52.222-54	Employment Eligibility Verification	JAN 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JULY 1995
52.243-7	Notification of Changes	JAN 2017
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025 OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.252-2	Clauses Incorporated by Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991

52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<https://www.acquisition.gov/browse/index/far>

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 Equal Opportunity for Veterans. (Jun 2020)

(a) *Definitions.* As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (Jun 2020)

Equal Opportunity for Workers with Disabilities (Jul 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

952.202-1 Definitions.

As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(End of Clause)

952.208-70 PRINTING (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

48 C.F.R. 52.241-2 ORDER OF PRECEDENCE - UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this Contract (including the specifications) and any rate schedule, rider or exhibit incorporated in this Contract by reference or otherwise, or any of the City's rules and regulations, the terms of this Contract shall control.

(End of Clause)

48 C.F.R. 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

- (1) For the period set forth in the Contract, the City agrees to furnish and the DOE agrees to purchase potable water from the City.
- (2) It is expressly understood that neither the City nor the DOE is under any obligation to continue any service under the terms and conditions of this Contract beyond the expiration date or termination date as provided in Section 5 of the Contract.
- (3) The City shall provide the DOE with one complete set of rates, terms and conditions of service which are in effect as of the date of this Contract and any subsequently approved rates.
- (4) The City shall be paid at the applicable rate(s) pursuant to City ordinance. The DOE shall be liable for the minimum monthly charge, if any, specified in this Contract commencing with the period in which service is initially furnished and continuing for the term of this Contract. Any minimum monthly charge specified in this Contract shall be equitably prorated for the periods in which commencement and termination of this Contract become effective.

(End of Clause)

48 C.F.R. 52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

- (1) In the event there is a change in the class of service from the residential service rate classification, such service shall be provided at the City's lowest available rate schedule applicable to the new class of service furnished.

48 C.F.R. 52.241-5 CITY'S FACILITIES (FEB 1995)

- (1) The City, at its expense, unless otherwise provided for in this Contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder to the point of delivery and measure such service at the point of delivery as specified in this Contract in Section 6 hereof. Title to all such facilities shall remain with the City, and the City shall be responsible for loss or damage to such facilities, except that the DOE shall be responsible to the extent that loss or damage has been caused by the DOE's negligent acts or omissions.

(End of Clause)

48 C.F.R. 52.241-6 SERVICE PROVISIONS (FEB 1995)

- (1) Measurement of service.

(a) All service furnished by the City shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the City at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 5 percent slow or fast shall be deemed correct.

(b) The City shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the City. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(2) Meter test.

(a) The City, at its expense, shall periodically inspect and test City installed meters at intervals not exceeding 5 years. The DOE has the right to have representation during the inspection and test.

(b) At the written request of the Contracting Officer, the City shall make additional tests of any or all such meters in the presence of DOE representatives. The cost of such additional tests shall be borne by the DOE if the percentage of errors is found to be not more than 5 percent slow or fast.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the City regarding any material change anticipated in the volume or characteristics of the utility service required at each location as per Section 2 and 7 of the Contract.

(d) Continuity of service and consumption. The City shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location but shall not be liable for damages, breach of contract or otherwise to the DOE for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of the DOE, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 24 hours during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this Contract (including the minimum monthly charge).

(End of Clause)

48 C.F.R. 52.241-7 CHANGE IN RATE OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

Not Applicable.
(End of Clause)

48 C.F.R. 52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES (FEB 1995)

(1) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body. The DOE shall pay the rate for water service set forth in Section 3 of this Contract.

(End of Clause)

48 C.F.R. 52.241-9 CONNECTION CHARGE (FEB 1995)

Not Applicable.

(End of Clause)

48 C.F.R. 52.241- 10 TERMINATION LIABILITY (FEB 1995)

There is no termination liability associated with this Agreement.

(End of Clause)

48 C.F.R. 52.241-7 NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)

Not applicable.

(End of Clause)

SPECIAL CONTRACT CLAUSES

H.1 SITE ACCESS

In the event work is required to be conducted on City of Warrenville owned equipment which resides on the Fermilab site, the City will notify Fermilab in advance and follow all Fermilab site specific Environment Safety and Health requirements. The Fermilab Policy on Site Access is included as an attachment to this Exhibit II.

(End of Clause)

H.2 LOBBYING RESTRICTIONS

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

H.3 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS

The Contractor agrees that:

- a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to
 - (1) classified information
 - (2) communications to Congress
 - (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety or
 - (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Exhibit II – Attachment I

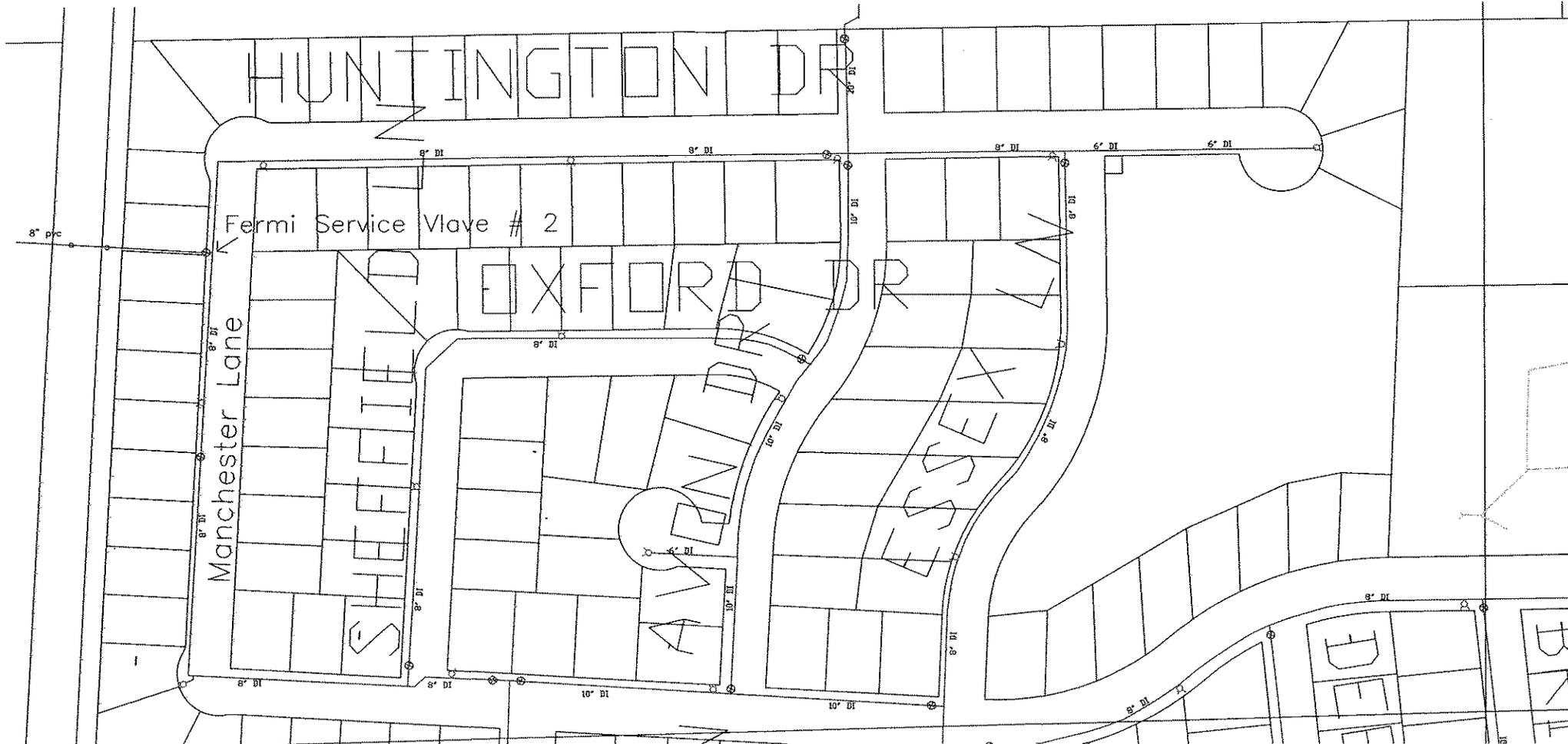
**SITE SECURITY / SITE ACCESS / SITE ENVIRONMENT SAFETY &
HEALTH REQUIREMENTS**

Persons who enter the site will be required to adhere to all Site Access Requirements (<https://get-connected.fnal.gov/accessandbadging/access/>) and Environment Safety and Health Requirements (<https://eshq.fnal.gov/worker-safety-health-for-subcontractors/>).

EXHIBIT 3 – AUGUST 2015



EXHIBIT 4 - AUGUST 2015



RESOLUTION NO. R2026-12**A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS UNDER THE INSURANCE PACKAGE FROM ARTHUR J. GALLAGHER & CO.**

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

WHEREAS, on December 1, 2025, the City Council approved Resolution R2025-69, approving the renewal of the comprehensive insurance package, including property, liability and worker's compensation coverages ("Insurance Package"), from Arthur J. Gallagher & Co. ("Gallagher"); and

WHEREAS, Resolution R2025-69 provided that the cost to renew the Insurance Package would not exceed \$593,654.00; and

WHEREAS, Gallagher adjusts the cost of the Insurance Package from time to time based on the acquisition new insured assets or the disposal of existing assets by the City ("**Adjustments**"); and

WHEREAS, subsequent to the approval of Resolution R2025-69, the City obtained an appraisal of City-owned properties and facilities; and

WHEREAS, based on the appraisal and the lease of new vehicles, Gallagher made an Adjustment to the cost of the Insurance Package and submitted a supplemental invoice to the City in the amount of \$14,681.00 ("**Supplemental Invoice**"), bringing the current cost of the Insurance Package for 2026 to \$608,335.00; and

WHEREAS, the Fiscal Year 2026 Budget has sufficient funds budgeted for the Supplemental Invoice; 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 expenditure of funds for the payment of the Supplement Invoice from Gallagher under the Insurance Package and authorize the City Administrator to approve certain future Adjustments, if any;

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 Expenditure of Funds. The payment of the Supplemental Invoice from Gallagher, in the form attached to the Resolution as Exhibit A, under the Insurance Package is authorized and approved.

SECTION 3: Authorization to Approve Future Adjustments. The City Administrator is authorized to approve and effectuate the payment of Adjustments to the cost of the Insurance Package during the 2026 calendar year that are individually in amounts within her purchasing authority.

SECTION 4: Execution. The Mayor is authorized and directed to execute all such documents as are necessary to effectuate the Insurance Package Renewal.

[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

Arthur J. Gallagher Risk Management Services, LLC
 Rolling Meadows, IL 60008
 Phone: (630)773-3800

REEKA1

Invoice #	5961995	1 of 1
ACCOUNT NUMBER	DATE	
WARRENV-01	1/20/2026	
BALANCE DUE ON	AMOUNT DUE	
1/20/2026	\$14,681.00	

City of Warrenville
 3S258 Manning Avenue
 Warrenville, IL 60555



Insurance | Risk Management | Consulting

Property	PolicyNumber: PEPKG0064502	Company: Arch Insurance Company	Effective: 12/31/2025 to 12/31/2026		
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
41996749	12/31/2025	1/20/2026	ENDT	Endt #1 - Add 2025 Bobcat T770	\$106.00
41996756	1/5/2026	1/20/2026	ENDT	Endt #2 - Amend Limits for City Hall, Police Dept, Public Works	\$13,513.00
Commercial Package	PolicyNumber: TRPK400154301	Company: Ascot Insurance Company	Effective: 12/31/2025 to 12/31/2026		
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
41996728	12/31/2025	1/20/2026	ENDT	Endt #1 - Add 2026 International HV607	\$1,062.00

Total Invoice Balance: \$14,681.00



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

REEKA1

City of Warrenville
 3S258 Manning Avenue
 Warrenville, IL 60555

Invoice #	5961995
ACCOUNT NUMBER	DATE
WARRENV-01	1/20/2026
BALANCE DUE ON	AMOUNT DUE
1/20/2026	\$14,681.00
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
 PO Box 39735
 Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: www.ajg.com/ezpay



City of Warrenville

VI. A.

Council Sponsorship Application

3S258 Manning Avenue
Warrenville, IL 60555

Applicant Information

(Applicant is the contact person for City officials and must be at least 18 years of age.)

Name of
Organization
Requesting
Sponsorship:

Operation Safe Celebration

Name of Program,
Date, and Location:

Post Prom at Main Event for
Wheaton North High School on 5/2/2026 and
Wheaton Warrenville South High School on 5/16/2026

Non-Profit ID #
501(c) 3:

81-2111721

Contact Person:

Diane Little

Address:

[Redacted Address]

Phone | Cell:

[Redacted Phone]

Email:

[Redacted Email]

Amount Requested:

\$ 500.⁰⁰

(Maximum sponsorship request cannot exceed \$500)

Type of Request

- Promotional
- Cultural
- Athletic
- Educational
- Entertainment
- Other

Requests must be specific. Describe below what the money will be used for and how the activity, organization, or program will serve citizens of Warrenville. Additional supporting information may be attached to this application.

This money will be used to support the Post
Prom Event for 2026, to provide a safe, substance
free evening on prom night for teens including
teens from the City of Warrenville.

Acknowledgement

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct, and the awarded sponsorship will be used in accordance with Section 1(a) of Article VIII of the Illinois Constitution, "[p]ublic funds, property or credit shall be used only for public purposes".

[Redacted Signature]

2/2/2026

[Redacted Name] (s)

Date

City of Warrentville

Council Sponsorship Application Check List

DOCUMENTS THAT MUST BE INCLUDED WITH APPLICATION:

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

DOCUMENTATION DUE WITHIN 60 DAYS AFTER THE DONATION:

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

FOR OFFICIAL CITY USE ONLY BELOW THIS LINE

Council Sponsorship Review

Program Name: Operation Safe Celebration

Program Date: May 5 and 16, 2026

City Administrator's Review Date: _____

Application Complete: Yes No

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

Approved
Forward to City Council Presentation
~~Committee of the Whole~~ for consideration

Denied
Reason: _____

CITY COUNCIL SPONSORSHIP SUMMARY

City Council Meeting Date: _____ Approved Denied

Cash Sponsorship Amount: \$ _____

Requisition Process Date: _____ P.O. # _____



January 5th, 2026

Members of the Operation Safe Celebration Committee (OSC) of Wheaton North and Wheaton Warrenville South High Schools are already at work planning Post Prom 2026. Last year, both schools' post-prom events were huge successes, with over 400 students attending each.

Since last year was so successful, our schools will both host a post-prom party at the Main Event. Wheaton North's prom will be on May 2nd, and Wheaton Warrenville South's prom will be on May 16th. Post-prom is open to all juniors and seniors, regardless of whether they attend prom.

We are reaching out to you, as a prior contributor, to request your support in sponsoring the post-prom events.

We want to stress the success of these events in bringing together all facets of the community. We receive contributions from individuals, schools, service organizations, businesses, and governmental bodies. This allows us to provide our teenagers with a safe, substance-free evening on prom night. Last year, over 1,000 students benefited from these post-prom contributions. We expect 2026 to be even better!

Your past support of this program is greatly appreciated. The success of this event depends on your continued contribution. It truly is an investment in the future.

We hope that seeing the positive impact of your contribution on our community will encourage you to support Post Prom with a financial contribution in the Spring of 2026.

If you have any questions, please feel free to contact us. For planning purposes, we ask that donations be received by February 13, 2026.

Sincerely,

OSC Chairpersons:

Janet Alman and Alli Loli (WWS)

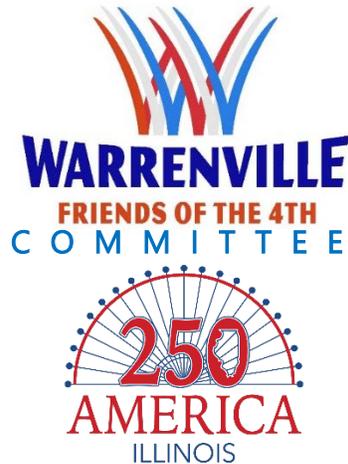
Trish Boone and Becky Lewis (WN)

Diane Little (OSC Treasurer)

Financial contributions may be sent to: Operation Safe Celebration
c/o Diane Little



Make check payable to: Operation Safe Celebration



INDEPENDENCE DAY CELEBRATION 2026

February 9, 2026

Warrenville City Council
3S58 Manning Avenue
Warrenville, IL 60555

Dear City Council,

The Warrenville Friends of the 4th Committee is unwavering in its mission: to provide the Warrenville community with an unforgettable two-day celebration. In 2026, we mark the 250th anniversary of the Declaration of Independence, making this event even more significant. Our success relies heavily on the generous support of the Warrenville City Council. Your additional financial contribution of \$10,000 in 2025, combined with the city's \$30,000 in expenses and \$11,000 in city services, was instrumental in making last year's celebration unforgettable.

The costs for 2025 were substantial—\$28,000 for a twenty-five-minute fireworks display, \$8,350 for the parade, \$8,200 for stage entertainment, and \$11,450 for bands, all of which increased from previous years. To secure these contracts, we use funds from our reserve account, which holds just over \$26,000 dedicated solely to these expenses. However, severe weather cancellations could require us to cover parade, entertainment, stage, and band costs from this reserve, jeopardizing our ability to plan ahead.

Throughout my tenure as President, the Committee has been remarkably frugal, thanks to the dedication of my Chairmen and careful budget management. Yet, given the significance of the 250th anniversary, we aim to make this the most extraordinary community event possible. Therefore, we respectfully request an additional \$10,000 from the City Council—matching the 2025 support that helped create a celebration praised by attendees from Illinois, Indiana, and even Washington State as the best of its kind. We are committed to enhancing other revenue streams to help offset costs, but your continued support is vital.

We look forward to your response and to partnering with you to make this historic celebration truly unforgettable.

Sincerely:

A handwritten signature in black ink that reads 'Colin A. Wilkie'. The signature is written in a cursive style with a large, prominent 'C'.

Colin A. Wilkie; *President, Warrenville Friends of the 4th Committee*



May 20, 2025

Mayor Andrew Johnson
City of Warrenville
35258 Manning Avenue
Warrenville, IL 60555

Dear Mayor Johnson,

The DuPage Senior Citizens Council (DSCC) would like to take the opportunity to thank you for your continued support of our organization and the services DSCC provides to the older adults in Warrenville. We are contacting you early in the year to accommodate your budgeting process.

DSCC is a volunteer-driven, not-for-profit 501 (c)(3) organization committed to older adults' quality of life, serving older adults compassionately and effectively through high-quality services, and our large volunteer force. DSCC initiates, delivers, monitors, and coordinates services that promote the ability of older people to live their lives in dignity.

Our Investment and Commitment to Warrenville and Older Adult residents

For almost 50 years, DSCC has been serving the needs of seniors in Warrenville with Meals on Wheels, Senior Dining, Well-Being Checks, Minor Home Repairs, and other needed services. Our dedicated staff and volunteers meet the needs of seniors in Warrenville day in and day out.

Most of our clients are homebound seniors who live alone, and nearly 99% of them are at or below the Federal poverty level.

Our Plan is hopefully Warrenville's Plan

The strategic plan for DSCC includes continued investment in Warrenville so that the growing needs of the senior population can be met. Here is how you can help DSCC and seniors in Warrenville:

- Continue and increase your support and investment in DSCC.
- Become more aware of how DSCC cares for seniors in Warrenville and the cost savings to you.
- Get involved with DSCC as a partner and become an advocate.

By 2030, the entire Baby Boomer generation will be older than 65. According to the United States Census Bureau, by 2034, older adults will outnumber children. As the senior population continues to grow, so does the need for our services, and while the City of Warrenville has consistently supported DSCC, it is imperative to increase your contribution to effectively meet the increasing demand.

As you continue to partner with DSCC, you take an active role in your commitment to your senior residents. Knowing that DSCC has been consistently supporting Warrenville through the years should assure you that your financial support has multiplied many times over.

Being a consistent partner with DSCC, you can be assured that seniors who are in need will have access to the programs and services that will help them live independently in Warrenville. Without proper funding, the services that seniors depend on could be reduced or eliminated.



Please review our request for funding for continued services for senior residents. If we haven't already received it, we look forward to your contribution for 2025 and respectfully request an increase to **\$15,000** from the City of Warrenville.

Thank you,



Marilyn Krolak
Executive Director

cc: Kevin Dahlstrand, Director of Finance
Trustees

encl: *Attachment A – Request for Funding & Support Overview*
Attachment B – DSCC Services

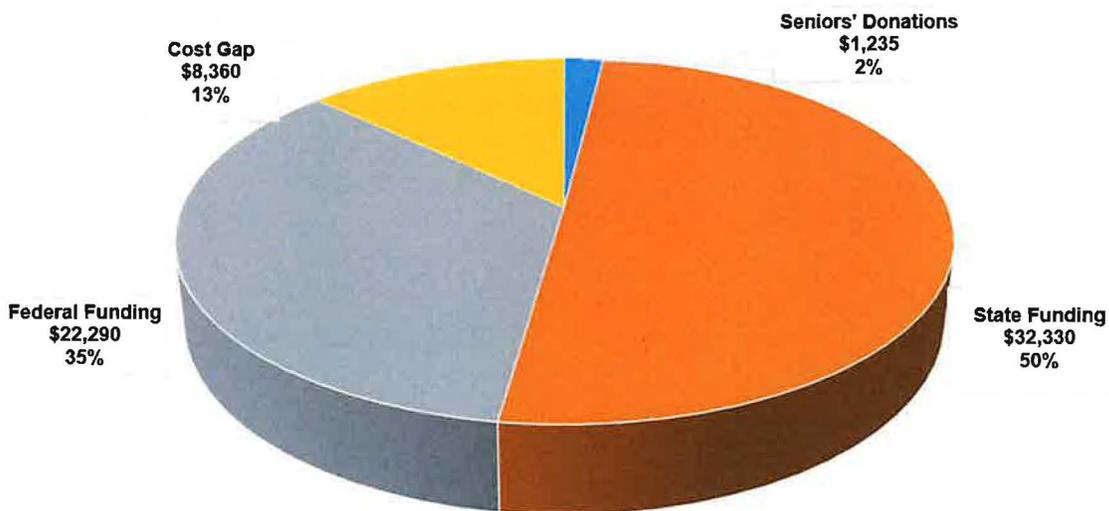
DUPAGE SENIOR CITIZENS COUNCIL REQUEST FOR FUNDING & SUPPORT for FY2025

DSCC historically receives grant awards from Federal and State sources that cover approximately 60-70% of our overall funding. That is why support from municipalities is needed so we can maintain service levels for the increasing number of seniors and avoid cutting critical life-saving components.

The chart below shows the breakdown of funding and donations designated specifically for Warrenville.

Cost Analysis - Warrenville Senior Residents (60+) All Programs

DSCC Fiscal Year 2024 (10/1/23 – 9/30/24)



During the past year, DSCC invested over **\$64,215** to serve the senior residents in Warrenville. However, we only received grants, donations, and funding that covered **\$55,855**, leaving us with a **\$8,360** deficit for Warrenville.

Projections for 2025/2026 indicate that more funding is needed to support the seniors we are currently serving, in addition to the increase in the number of seniors needing services.

The chart below illustrates the past support from the City of Warrenville.

CONTRIBUTIONS FROM WARRENVILLE	
DSCC Fiscal Year	Contribution Received
FY2016	\$12,700
FY2017	\$12,700
FY2018	\$12,700
FY2019	\$15,000
FY2020	\$15,000
FY2021	\$15,000
FY2022	-
FY2023	\$15,000
FY2024	\$15,000
FY2025	

Supporting DSCC/Warrenville Seniors

We have consistently provided services to seniors in Warrenville. To maintain this level of service and meet the growing needs of the seniors, we are asking for your partnership and continued/constant financial support.

To help offset the projected shortfall for 2025-2026, we are requesting an increase in support. We need your assistance to help fill as much of the \$8,360 cost gap as possible. **We are asking for a contribution of \$15,000.**

We truly value the seniors we serve in Warrenville and look forward to working closely with you in 2025.

If you have any questions or need additional information, don't hesitate to contact me directly at 630-812-6779; 630-546-0626, cell, or email Marylin.Krolak@DupageSeniorCouncil.org.

DUPAGE SENIOR CITIZENS COUNCIL
FY2024 AUDITED SERVICES & STATISTICS
CITY OF WARRENVILLE

Home Delivered Meals and Shelf Stable Meals

Our Home Delivered- Meals on Wheels program delivers hot/fresh meals each weekday to frail and homebound seniors in Warrenville by DSCC staff and volunteers. Additional Shelf-Stable meals are delivered monthly. All meals served are balanced, nutritious, and meet special dietary needs such as low salt, vegetarian, or diabetic. Each meal is equivalent to 1/3 of the Dietary Reference Intake for adults 60 and over.

- **We delivered 5,605 meals to 80 unduplicated seniors in Warrenville last year.**

Health and Wellness Education

Keeping seniors informed about issues and topics that are relevant to them is important. A variety of educational information was given directly to seniors through mailings, direct delivery, and friendly phone calls from our volunteers and staff to our homebound seniors. As seniors become aware of preventive measures and helpful topics, they stay safe and improve their health.

- **We educated approximately 80 senior residents each month in Warrenville last year.**

Well-Being Checks and Emergency Follow-Ups

Every senior who receives a service from us also receives a Well-Being Check, which allows DSCC to observe any changes in a senior's physical or mental health or physical surroundings. This extra step has resulted in several documented cases where staff and volunteers have saved lives by finding a fallen or injured senior or uncovered a dangerous household situation.

When we find a senior is not at home when they should be, our Emergency Follow-Up procedure allows crucial collaboration between the Warrenville police and fire departments to ensure every senior is safe and accounted for. These Well-Being checks and Emergency Follow-Up procedures provide real cost-savings to Warrenville compared to the cost of dispatching an EMT service.

- **We performed over 1,900 Well-Being Checks and Emergency Follow-ups for seniors in Warrenville last year.**

Social Connection Services (Friendly Phone Calls & Assistance)

Social Isolation and a decline in mental health are currently significant concerns. We converted our Friendly Visit to a Friendly Phone Call service to help seniors with companionship and socialization through this difficult year. Seniors sometimes need someone to talk to. Our volunteers take the time to interact and engage with seniors who could benefit from a friendly call.

- **We performed over 5 hours of socialization through Friendly Phone Calls for seniors in Warrenville last year.**

Home Maintenance Program

Living alone as a senior has its challenges, and everyday tasks can be impossible or dangerous for seniors. DSCC's Home Maintenance program provides low-cost minor home repairs to assist older persons with basic home responsibilities associated with daily living. Home repairs include repairing or replacing leaky faucets or toilets, light fixtures, locks, or deadbolts. Additional services that enhance a senior's safety and security include installing bath benches, grab bars, and non-slip strips, and repairing and reinforcing walkway steps and stair railings. In cases where homes require larger repair services, DSCC also offers estimates and provides contractor referrals to seniors. These services help seniors stay in their homes longer.

- **We performed over 5 Minor Home Repairs & Yard Clean Up Services to seniors living in Warrenville last year.**

CITY OF WARRENVILLE
CONTRACT FOR CATHODIC PROTECTION SYSTEMS
ON THE COUNTRY RIDGE AND WEST STREET WATER TOWERS

Full Name of Contractor **CORRPRO COMPANIES, INC.** (“Contractor”)
Principal Office Address 6650 Roxburgh Dr. Suite 100 Houston, TX 77041
Local Office Address 820 Lafayette Road Medina, OH 44256
Contact Person Teresa Cover Telephone Number 330-241-6639

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

Attention: Zack Jardine, Utility Maintenance Superintendent

1. **Work**

A. **Contract and Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract, all of the following, all of which is herein referred to as the “**Work**”:

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the design, procurement, and installation of cathodic protection systems on the 500,000 gallon sphere water tower located on Country Ridge Drive (“**Country Ridge Drive Sphere**”) and the 1,000,000 gallon sphere water tower located on West Street (“**West Street Sphere**”) (collectively, the Country Ridge Drive Sphere and the West Street Sphere are the “**Work Site**”), all as further described on the proposals prepared by Contractor and attached to this Contract as **Exhibit A** (collectively, the “**Proposal**”);
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and

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

B. **Performance Standards.** All Work shall be fully provided, performed, and completed in accordance with the specifications set forth in the Proposal. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers’ or vendors’ products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

D. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner’s judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor’s cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and

charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price Proposal

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

A. Schedule of Prices

For providing, performing, and completing all Work, the total Contract Price of: **\$50,166.00**, which is equal to the cost to perform the Work on the West Street Sphere of **\$25,499.00** plus the cost to perform the Work on the Country Ridge Drive Sphere of **\$24,667.00**, as each is set forth in the Proposal.

B. Basis For Determining Prices

It is expressly understood and agreed that:

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

C. Time of Payment

The Contractor shall issue an invoice upon the inspection and acceptance of the Work at each Work Site for a total of two invoices. The City will pay each invoice in a lump sum payment. In accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* subject to the withholding provision set forth in Section 7 of this Contract.

Each shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

~~Contractor shall commence the Work within six weeks after full execution of this Contract and notice of commencement from the City, provided that Contractor has furnished to Owner all bonds and all insurance certificates specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than **[DATE CERTAIN]** **[] days following the Commencement Date**].~~ TC

4. Financial Assurance

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

B. Insurance. Contractor shall provide certificates of insurance evidencing at least the insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract. Such policies shall be in form, and from companies, acceptable to Owner and shall name Owner, its elected and appointed officials, officers, employees, agents, attorneys, consultants and representatives as additional insureds. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury

\$500,000 each employee-disease
\$500,000 disease-policy

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Excess Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") to the extent such Claims are caused by, or may arise out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER RELATED TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK OR THE CONTRACT.

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

5. Firm Pricing

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

6. Contractor's Representations and Warranties In order to induce Owner to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of good, merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within one year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law and as set forth in the Proposal, not to exceed two years from final payment. Contractor's obligation to honor its warranty on defective goods is in all cases limited to repair or replacement of the defective goods or component thereof. Contractor's obligation to honor its warranty on defective Work is in all cases limited to, at Contractor's sole option, re-performing such Work or performing additional Work. Notwithstanding anything in this Contract to the contrary, Contractor's warranty liability shall in no event exceed the Contract Price for the original defective Work or goods. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this

Contract.

THE WARRANTIES SET FORTH IN THIS SECTION 6.A ARE IN LIEU OF AND CONTRACTOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED.

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

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including, but not limited to, all wage, notice, and recordkeeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Patriot Act Compliance. The Contractor represents and warrants to the Owner that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor

further represents and warrants to the Owner that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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

7. General Provisions.

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

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Contractors.

C. Default.

1. Default. If Owner determines that the Contractor has failed or refused to properly undertake the Work with diligence, or has delayed in the undertaking of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has otherwise failed, refused, or delayed to perform or satisfy the Work or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Contractor's receipt of written notice of the Event of Default from Owner, then Owner 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.C.2 of this Agreement.

2. Remedies. In case of any Event of Default, Owner may pursue the following remedies:

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

b. Termination of Contract. The Owner may terminate this Contract and, notwithstanding anything in this Contract, the Owner will not have any liability for further payment of amounts due or to become due under this Contract;

c. Withholding of Payment. The Owner may withhold from any payment, whether or not previously approved, or may recover from the Contractor, actual costs, including reasonable attorneys' fees and administrative expenses, incurred by the Owner as the result of any Event of Default by the Contractor or as a result of actions taken by the Owner in response to any Event of Default by the Contractor under this Contract.

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

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

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

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

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until it is reduced to writing and executed and delivered by Owner and Contractor, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("**Change Order**"). If any Change

Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

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

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

k. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Contract 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.

l. Counterpart Execution. This Contract 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.

m. Site Conditions. Contractor may rely on representations made by or on behalf of Owner that all conditions necessary for the proper installation or performance of the Work have been satisfied, except to the extent Contractor is specifically contracted to make such determination. Should Contractor encounter conditions at the Work Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those shown on the plans or indicated in the specifications or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in the Work, Contractor shall notify Owner. Upon receipt of such notice Owner will promptly make such changes in the plans or specifications. Contractor will provide an updated proposal for the cost to perform the Work as set forth in the updated plans and specifications. Upon receipt of the updated proposal, Owner may elect to terminate the Contract by providing written notice to Contractor. If Owner elects to terminate the Contract pursuant to this Section, Owner will pay Contractor for all Work already properly performed and any actual costs incurred by Contractor that cannot be mitigated, which costs will be determined in accordance with the Schedule of Prices. If Owner elects to move forward with the Work, the updated scope of Work and any increase or decrease in cost resulting from such changes shall be adjusted by issuance of a written Change Order executed by both Parties. Contractor shall not be liable for any claims, losses, or causes of action arising out of,

resulting from, or in any way attributable to Owner's failure to satisfy such conditions or to advise of existing site conditions affecting the Work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof).

n. Force Majeure If either Party is delayed at any time by a Force Majeure or if Contractor is delayed by the acts or omissions of Owner or by Change Orders, then the period of performance shall be extended and the price equitably adjusted to reflect the effects of delay upon Contractor's costs. "Force Majeure" means circumstances beyond the respective party's reasonable control that result in the party's inability to perform under this Contract, including acts of God; acts of public enemies; wars, other hostilities, blockades, insurrections, civil disturbances, or riots; epidemics or pandemics that result in quarantine restrictions; unavailability of components or supplies that is unforeseen, not result of action or inaction of Contractor, and cannot be mitigated by Contractor; lightning, fire, storms, earthquakes, hurricanes, tidal surges, floods, abnormally inclement weather, or washouts; acts of any governmental or local authority; and any other acts and causes which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

***[SIGNATURES ON FOLLOWING PAGE /
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

PERFORMANCE BOND

ATTEST:

CITY OF WARRENVILLE

By: _____
City Clerk

By: _____
City Administrator

ATTEST:

CORRPRO COMPANIES, INC.

By: _____

By:  _____

Title: _____

Its: WATERWORKS MANAGER

EXHIBIT A
PROPOSAL



Thursday, December 18, 2025

INTERNAL CATHODIC PROTECTION SYSTEM

**Village of Warrenville
 Warrenville, IL
 1,000,000 Gallon Sphere - West Street
 Corrpro Ref. # IL-25-28**

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) system complete, consisting of an automatic rectifier energizing a horizontally suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on new anode system mounting hardware and two (2) trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

Corrpro Waterworks lump sum fee for these described services will be \$25,499.00.

****All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.***

This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier. EXISTING

This price does not include welding of anode support rings (estimated 10). BY OTHERS

This price does not include welding of entrance penetration coupling & rectifier mounting hardware. EXISTING

This price does not include the cost to drain/refill the tank, open/close wet man way hatches or tank disinfection. BY OTHERS

This proposal is subject in all respects to the Corrpro Standard Terms & Conditions attached as Exhibit A & incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. Our Standard Terms & Conditions are also available at www.corrpro.com/Resources/Sales-Terms-Conditions.

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based on a Corrpro Waterworks design. Estimated construction completion time is one (1) day. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. Corrpro Waterworks will require the plan and elevation drawings for the tank to facilitate in design preparation.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty. This pricing shall remain valid for a period of 180 days. Invoicing shall be done on a work complete to date basis. Please note that a **five (5) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS

Greg Copen
 Waterworks Operations

 acceptance acknowledgement - please sign & return to
 indicate acceptance of this proposal. _____(date)

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. Inspection and Acceptance. Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. Payment Terms. Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

5. Taxes; Permits and Fees; Laws. Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

6. Specifications. Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. Change Orders. Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

8. Warranties. "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. Warranty Limitations. The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

10. Reliance on Buyer's Representations. Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

11. Technical Assistance. At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

12. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

13. Force Majeure. If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. Default; Termination. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

15. Hazardous Material. Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. Insurance. Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corpro on behalf of itself and its insurers. Upon written request Corpro will provide to Buyer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. Governing Law; Venue; Dispute Resolution. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. Export Compliance. Corpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Sales Document.

23. Interpretation. Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.

This **WARRANTY CERTIFICATE** is provided to the purchaser of Corrpro's products and/or services and is subject to Corrpro's terms and conditions applicable to such sale.

WARRANTY ON CORRPRO SERVICES

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corrpro Service has been performed in accordance with Corrpro's applicable specifications, procedures, and directions for such Corrpro Service. As used in this warranty, "Corrpro Service" means service provided by Corrpro, its employees, and authorized subcontractors.

WARRANTY ON CORRPRO PRODUCTS

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corrpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corrpro Products" means only (a) products manufactured solely by Corrpro and (b) components of cathodic protection systems installed as part of Corrpro Services. Except as stated in the preceding sentence, Corrpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

WARRANTY PERIOD

"Warranty Period" means (a) for Corrpro Services and Corrpro Products installed as part of Corrpro Services, the one (1) year period beginning the date the applicable Corrpro Services are completed; and (b) for Corrpro Products not installed as part of Corrpro Services, the ninety (90) day period beginning with the date of shipment from Corrpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

WARRANTY SERVICE

Claims arising out of the above warranties must be made in writing and delivered to the Corrpro location which provided the Corrpro Services or Corrpro Products, or if such location has moved, to its new location or to Corrpro's headquarters. As a condition to Corrpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corrpro Product or Corrpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corrpro's obligation to honor its warranty on defective Corrpro Services is in all cases limited to, at Corrpro's sole option: 1) re-performing such Corrpro Service, 2) performing additional Corrpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Service.

CORRPRO COMPANIES, INC. WARRANTY CERTIFICATE

Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option: 1) repair or replacement of the defective Corrpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Product. Replaced Corrpro Products shall become the property of Corrpro. Corrpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

RELIANCE ON PURCHASER'S REPRESENTATIONS

Corrpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corrpro Products, systems, materials, components and Corrpro Services have been satisfied, except to the extent Corrpro is specifically contracted to make such determination. Corrpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

DAMAGE AND SUBSEQUENT EVENTS

Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corrpro Services or Corrpro Products if the Corrpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corrpro Products or Corrpro Services, not been paid for in full.

NO RELIANCE ON OTHER STATEMENTS

This warranty is the sole warranty offered by Corrpro. No statement or affirmation by or on behalf of Corrpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee,

agent, or representative of Corrpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corrpro.

RISK ALLOCATION

Corrpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corrpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

LIMITATION OF LIABILITY/SOLE REMEDY

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.





Thursday, December 18, 2025

INTERNAL CATHODIC PROTECTION SYSTEM

**Village of Warrenville
Warrenville, IL
500,000 Gallon Sphere - Country Ridge Drive
Corrpro Ref. # IL-25-27**

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) system complete, consisting of an automatic rectifier energizing a horizontally suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on new anode system mounting hardware and two (2) trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

Corrpro Waterworks lump sum fee for these described services will be \$24,667.00.

****All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.***

This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier. EXISTING

This price does not include welding of anode support rings (estimated 10). BY OTHERS

This price does not include welding of entrance penetration coupling & rectifier mounting hardware. EXISTING

This price does not include the cost to drain/refill the tank, open/close wet man way hatches or tank disinfection. BY OTHERS

This proposal is subject in all respects to the Corrpro Standard Terms & Conditions attached as Exhibit A & incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. Our Standard Terms & Conditions are also available at www.corrpro.com/Resources/Sales-Terms-Conditions.

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based on a Corrpro Waterworks design. Estimated construction completion time is one (1) day. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. Corrpro Waterworks will require the plan and elevation drawings for the tank to facilitate in design preparation.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty. This pricing shall remain valid for a period of 180 days. Invoicing shall be done on a work complete to date basis. Please note that a **five (5) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS

Greg Copen
Waterworks Operations

acceptance acknowledgement - please sign & return to
indicate acceptance of this proposal. _____(date)

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corpro Companies, Inc. ("Corpro"), all as further described in Corpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Corpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corpro's facility stated in the Sales Document. At Buyer's option, Corpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. Inspection and Acceptance. Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. Payment Terms. Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either (a) delay or postpone delivery of Goods or

performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods or performance of the Services.

5. Taxes; Permits and Fees; Laws. Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes prior to invoicing. In the event Corpro is required to pay any Taxes not previously paid to Corpro, Buyer shall reimburse Corpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corpro's attention.

6. Specifications. Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. Change Orders. Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corpro, Corpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

8. Warranties. "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corpro. The providing of warranty service does not extend or restart a new Warranty Period. Corpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. Warranty Limitations. The Goods warranty applies only to (a) Goods manufactured solely by Corpro ("Corpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corpro's sole option: 1) re-performing such Corpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corpro's obligation to honor its warranty on defective Corpro Products is in all cases limited to, at Corpro's sole option: 1) repair or replacement of the defective Corpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corpro Products. Replaced Corpro Products shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

10. Reliance on Buyer's Representations. Corpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corpro Products have been satisfied, except to the extent Corpro is specifically contracted to make such determination. Corpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer.

11. Technical Assistance. At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

12. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third parties, or use

Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

13. Force Majeure. If Corpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corpro's costs. "Force Majeure" means circumstances beyond Corpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corpro's control, whether foreseeable or not. If Corpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corpro may allocate its viable supply among any or all purchasers on such basis as Corpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. Default; Termination. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corpro, Buyer agrees to pay Corpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

15. Hazardous Material. Corpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corpro discovers hazardous material, Corpro will promptly notify Buyer. Corpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corpro's performance of the Services, including any such damages caused by the negligence of Corpro or its employees. In addition, Buyer will indemnify and hold Corpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. Insurance. Corpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of \$2,000,000 per occurrence/\$4,000,000 per-project aggregate, automobile liability with combined single limits of \$2,000,000 per occurrence, workers' compensation/employer's liability with limits of \$1,000,000/\$1,000,000/\$1,000,000, contractor's pollution liability with \$5,000,000 per pollution event and professional liability with \$5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corpro on behalf of itself and its insurers. Upon written request Corpro will provide to Buyer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. Governing Law; Venue; Dispute Resolution. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. Export Compliance. Corpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices

and communications required by this Agreement shall be delivered, in writing, to the Corpro address stated on the Sales Document.

23. Interpretation. Corpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro.

This **WARRANTY CERTIFICATE** is provided to the purchaser of Corrpro's products and/or services and is subject to Corrpro's terms and conditions applicable to such sale.

WARRANTY ON CORRPRO SERVICES

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corrpro Service has been performed in accordance with Corrpro's applicable specifications, procedures, and directions for such Corrpro Service. As used in this warranty, "Corrpro Service" means service provided by Corrpro, its employees, and authorized subcontractors.

WARRANTY ON CORRPRO PRODUCTS

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corrpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corrpro Products" means only (a) products manufactured solely by Corrpro and (b) components of cathodic protection systems installed as part of Corrpro Services. Except as stated in the preceding sentence, Corrpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

WARRANTY PERIOD

"Warranty Period" means (a) for Corrpro Services and Corrpro Products installed as part of Corrpro Services, the one (1) year period beginning the date the applicable Corrpro Services are completed; and (b) for Corrpro Products not installed as part of Corrpro Services, the ninety (90) day period beginning with the date of shipment from Corrpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

WARRANTY SERVICE

Claims arising out of the above warranties must be made in writing and delivered to the Corrpro location which provided the Corrpro Services or Corrpro Products, or if such location has moved, to its new location or to Corrpro's headquarters. As a condition to Corrpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corrpro Product or Corrpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corrpro's obligation to honor its warranty on defective Corrpro Services is in all cases limited to, at Corrpro's sole option: 1) re-performing such Corrpro Service, 2) performing additional Corrpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Service.

CORRPRO COMPANIES, INC. WARRANTY CERTIFICATE

Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option: 1) repair or replacement of the defective Corrpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Product. Replaced Corrpro Products shall become the property of Corrpro. Corrpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

RELIANCE ON PURCHASER'S REPRESENTATIONS

Corrpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corrpro Products, systems, materials, components and Corrpro Services have been satisfied, except to the extent Corrpro is specifically contracted to make such determination. Corrpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

DAMAGE AND SUBSEQUENT EVENTS

Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corrpro Services or Corrpro Products if the Corrpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corrpro Products or Corrpro Services, not been paid for in full.

NO RELIANCE ON OTHER STATEMENTS

This warranty is the sole warranty offered by Corrpro. No statement or affirmation by or on behalf of Corrpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee,

agent, or representative of Corrpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corrpro.

RISK ALLOCATION

Corrpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corrpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

LIMITATION OF LIABILITY/SOLE REMEDY

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.



**CITY OF WARRENVILLE
[NAME OF WORK] CONTRACT
PERFORMANCE BOND**

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

WHEREAS, Contractor has entered into a written agreement dated _____, 20__ with Owner entitled "**[NAME OF WORK] Contract Between City of Warrenville and [INSERT COMPANY NAME]**" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

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

PERFORMANCE BOND

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

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

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

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

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

Attest/Witness:

PRINCIPAL: **[INSERT COMPANY NAME]**

By: _____

By: _____
[INSERT NAME]

Title: _____

Title: President

Attest/Witness:

SURETY: **[INSERT COMPANY NAME]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

CITY OF WARRENVILLE

[NAME OF WORK] CONTRACT

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that [INSERT COMPANY NAME AND ADDRESS], as Principal, hereinafter called Contractor, and [INSERT COMPANY NAME AND ADDRESS], as Surety, a corporation organized and existing under the laws of the State of [INSERT STATE], hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of [INSERT CONTRACT PRICE] Dollars (\$_____), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 20__, with Owner entitled "[NAME OF WORK] Contract Between City of Warrenville and [INSERT COMPANY NAME]" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

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

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

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

PAYMENT BOND

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

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

Attest/Witness:

By: _____

Title: _____

Attest/Witness:

By: _____

Title: _____

PRINCIPAL: **[INSERT COMPANY NAME]**

By: _____
[INSERT NAME]

Title: President

SURETY: **[INSERT COMPANY NAME]**

By: _____

Title: _____

Telephone: _____



Sidewalk Repair Proposal

Presented to: Jamie Clark
City of Warrentville
Warrentville Fiscal Year 2025
February 09, 2026

Philip Sitton • Project Manager • 331.444.4822 • Philip@NoTrippin.com • www.notrippin.com

Information contained in this proposal is proprietary and confidential, and is to be used solely by City of Warrentville personnel in evaluating the project. Copying, unauthorized disclosure, reuse in any form is prohibited.

Introduction

February 09, 2026

Jamie Clark
City of Warrenville
2S346 Mignin Dr
Warrenville, Illinois 60555

Jamie,

Thank you for the opportunity to present this proposal for sidewalk trip hazard repair based on our survey of your sidewalk area.

Review

1. The City of Warrenville requested Safe Step LLC evaluate sidewalk segments, identified by the City of Warrenville.
2. The evaluation identified sidewalk and curb defects that presented a tripping hazard and were appropriate for saw-cutting repair.
3. The City of Warrenville selected 5/8" as the minimum vertical height displacement to identify and repair.
4. Safe Step LLC is a regional affiliate of Precision Concrete Cutting based out of Provo, Utah.
5. Precision Concrete Cutting has been awarded lowest bidder for saw-cutting repair thorough the TIPS Purchasing Cooperative Ref. TIPS RCSP 23010402.

Notable Proposal Contents

- Page 2: Survey Summary and Pricing
- Page 3: Cost Savings Analysis
- Page 6: Proposal Acceptance

Please let me know if you have any questions. We look forward to serving your needs.

Philip Sitton
Project Manager
331.444.4822
Philip@NoTrippin.com

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Survey Summary and Pricing

Survey Summary

1. The survey was performed in 2025.
2. **417** total sidewalk defects are remaining and suitable for saw-cutting for a total of **\$45,324.53**.

Based on our discussions and evaluations of your sidewalks, we propose the following for repairing sidewalk defects presenting a trip hazard. Should you need this option modified in any way, please reach out and we will adjust it accordingly.

All repairs made will be done in accordance with "The Safe Step LLC Approach" outlined on page 4 of this proposal.

Breakdown	Price
<p>Warrenville Fiscal Year 2025</p> <ol style="list-style-type: none"> 1. <i>417 total repairs (Including 5 repairs for phase 1 leftovers, 15 repairs for requested address locations, 158 repairs for South of Batavia and 239 repairs for North of Batavia)</i> 2. <i>Includes mobilization, waste disposal, and reporting</i> 3. <i>Also includes GIS shape files of defect information</i> 	<p>\$45,324.53</p>

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Cost Savings Analysis

The survey indicated that 417 trip hazards would require the removal & replacement of approximately 7,827.31 ft² of sidewalk.

At an average removal and replacement cost of \$12.74/ft², the total would be \$99,719.93.

The cost of saw cutting using Safe Step LLC would be \$45,324.53, a savings of \$54,395.40.

Total Trip Hazard Repairs:	417
Remove and Replace Cost:	\$ 99,720
Safe Step Cost:	\$ 45,325
Cost Savings:	\$ 54,395

Saving money is important, but it's not the only thing...

We use a patented system to remove the unwanted concrete and leave behind an ADA compliant (12:1) slope.

In fact, we can repair a trip hazard in about 20 minutes from start to finish.

So there's no need to close off the area or tear up any sidewalks.

And our equipment is lightweight. The whole system fits inside of a 3' sidewalk. This prevents damage to surrounding lawns or landscaping.

Our technicians are experts at repairing sidewalks.

But they're also encouraged to communicate with any residents who have questions.



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.

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The Safe Step Approach



Specifications

1. Repairs will be tapered to a 1:12 slope ratio and taken to a zero point of differential between adjoining sidewalk panels along the full width of the sidewalk, in accordance with ADA standards.
2. Repairs shall have a smooth and uniform finish with a coefficient of friction meeting OSHA requirements and shall not impact adjoining sidewalks, driveways, landscaping, or other objects within the vicinity of the work.
3. In instances where sidewalk conditions do not permit a 1:12 slope ratio, repairs will be made with the shallowest slope possible for the given sidewalk condition.



Clean-up

1. All saw-cutting will be performed without water-cooling; No slurry will be created eliminating the risk of “tracking” and run-off water contamination.
2. Saw mounted dust abatement systems will be used to minimize airborne dust. Containment systems are designed for fine dust applications.
3. Debris and concrete shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping, or other objects within the vicinity of the work.



Reporting

1. Upon completion of the project, Safe Step LLC will provide a detailed and audit-able report. This report will include the street address or location, dimensions, and GPS coordinates of each repair made.
2. An invoice for payment will be provided when the projected has been completed. Payment in full is due **30 days** from the date of invoice. Late payments may be subject to a \$30 re-billing fee.



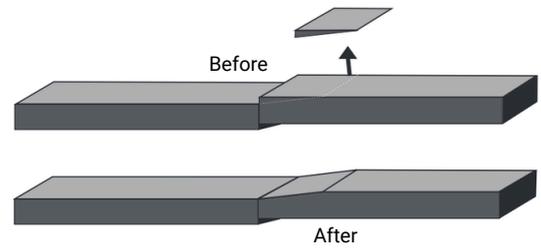
Safety and Insurance

1. Safe Step LLC employees who work directly in slab displacement repair undergo a rigorous training process with emphasis on safe work practices, OSHA-approved personal protection equipment, and quality workmanship. It is not uncommon for our clients to receive unsolicited compliments on our safety practices and the quality of the work performed.
2. Safe Step LLC is fully licensed and insured. Proof of auto, liability, and workers compensation insurance are available upon request.

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Our Result



Before



After



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Proposal Acceptance

Financial Parameters

1. Financial Parameters

1. The total cost of the reporting and saw-cutting repairs will not exceed **\$45,324.53**.
2. Safe Step LLC will accept full responsibility for any project cost overage, provided that the scope of the project is not altered once the project begins. Any requested change in scope will be fully discussed and approved by the City of Warrenton prior to the start of the work on the revised area.

If this proposal is acceptable, please complete and sign below. We will contact you upon receiving this form to schedule your project.

Cost: \$45,324.53

Proposal #: 202394

Due to the ongoing supply chain issues and labor availability, the pricing in this proposal is only valid until **March 31, 2026**.

Billing Contact Name:

Billing Email Address:

PO Number: Does this project require prevailing wage?:

Approved by: Date:

Signed:  SIGNATURE
Jamie Clark

Title:

Client Notes:

Use this form to provide us with any other information we may need to know.

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above signed hereby agrees to defend, indemnify, and hold contractor harmless with respect to any and all liability whatsoever arising from contractor's activities in attempting to repair concrete sidewalk and other slabs owned by the above signed or within the above signed's dominion and control, and to defend, indemnify, and hold harmless contractor with respect thereto.

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TIPS Overview

TIPS Vendor Information		
Vendor	TIPS Contract Number	TIPS Awarded Contract
Precision Concrete Cutting*	200201	Trades, Labor and Materials 2 (JOC)

*Safe Step LLC is a Precision Concrete Affiliate and has exclusive operating rights in your area

About TIPS

- TIPS stands for The Interlocal Purchasing System, a national government buying cooperative authorized by the Region 8 Education Service Center in Texas
- They have legislative authority to establish contracts for government and education agencies nationwide
 - Each state has laws that allow for purchasing through a cooperative
- TIPS offers competitively solicited contracts to help save time and money and eliminate purchasing stress for their members
- TIPS vendors meet strict competitive bidding process guidelines established by the ESC 8 administration and the TIPS legal team

Joining TIPS

- Becoming a TIPS member is free with no obligation to purchase
- After becoming a member, TIPS provides access to competitively procured contracts
- Joining TIPS takes only a few minutes through their online membership form, with notification of membership within a day

Purchasing with TIPS

1. Contact TIPS Vendor for a “TIPS Quote”
2. Issue purchase order payable to TIPS Vendor (and note vendor contract number on PO)
3. Email Purchase Order to TIPS to ensure you’re receiving the products and pricing the contract specifies
4. Receive an email confirmation of the PO approval (both the member and vendor will receive this)
5. Schedule the project

TIPS National Construction Manager Contact Information

Jensen Mabe

Jensen.mabe@tipsconstruction.com

(903) 438-6237



MEMBERSHIP
B E N E F I T S

ABOUT TIPS

Purchasing Cooperative

TIPS is a national purchasing cooperative offering competitively solicited contracts to education government and nonprofit agencies, saving them both time and money. TIPS provides a proven, streamlined process that eliminates the purchasing stress for Members.



www.tips-usa.com

866-839-8477



TIPS MEMBERS

are able to save time and money without the delay and expense because TIPS completes the competitive bid process for you

BENEFITS

Full-Line Contract Solutions

- Choose the products & services desired

Leveraging Relationships

- Select the Vendor desired to purchase from & work with
- TIPS is always available to assist in the process & confirm pricing

Quality Pricing

- Avoid low-bids and low-quality awards.
- Receive national volume, ceiling-based, discounted pricing
- Submit your own RFQ and specs through our Member Portal in one easy step

WHO CAN JOIN

The benefits of using TIPS are available to Education, Government and Non-Profit Agencies



TIPS is the purchasing cooperative of Region 8 Education Service Center, the **Lead Public Agency**.



TIPS has the **legislative authority** to establish contracts for government and education agencies **nationwide**.



Membership is **FREE** with no purchasing obligation or liability. Members gain immediate access to our competitively procured contracts with **quality vendors**.



STEP-BY-STEP INSTRUCTIONS FOR ONLINE ACCESS TO TIPS COOPERATIVE PURCHASING

1. Access the TIPS Homepage: <https://www.tips-usa.com/>
2. Click on “MEMBERSHIP” banner at the top of the webpage. There is **NO FEE** to become a member!
3. Click on “Become a Member”.
4. Or Click on “SIGN UP TO BE A MEMBER” banner.



5. Click on “ALL OTHER STATE ENTITIES CLICK HERE” <https://www.tips-usa.com/membershipconditions.cfm>



6. Scroll through and review Membership Agreement.
7. Click **No** or **Yes** for change of venue. You can always change this later. Then click Accept Terms and Conditions.
8. Fill out Membership Form and click Register. You will be notified of your membership with in the day. Congratulations!
9. If you know of vendors/businesses that would like to participate in TIPS Cooperative Purchasing, there is no cost to do so, and, just refer the vendor/business to the website page noted below:





TIPS Member Purchase Order Processing Procedure

1. Visit the TIPS website at: www.tips-usa.com and search "All Contracts" or "All Vendors" to locate a specific Vendor, service, or product.
2. When completing a TIPS purchase, the TIPS Member must request a **TIPS Quote** from the TIPS Vendor with the **TIPS Contract Number referenced on the quote**. You can easily request a quote using the TIPS Member Portal.
3. If the Member decides to proceed with the purchase, the Member must submit the **TIPS Quote & PO (payable to the awarded TIPS Vendor) both referencing the TIPS Contract Number**, to tipspo@tips-usa.com.
4. Please note that all vendor instructions must be included on the PO as vendor instructions detailed in the body of the email to tipspo@tips-usa.com are not seen by the Vendor.
5. A comprehensive list of "automated vendors" can be found at www.tips-usa.com/automatedvendors.cfm. If the vendor is an "**Automated Vendor**" please send the TIPS Quote & PO directly to the vendor.
6. **Member payment** will be made directly to the Vendor by the Member as agreed by the parties.

In the event a **Member submits PO directly to Vendor that is NOT an "Automated Vendor"**, it must be immediately forwarded to TIPS marked as "confirmation only" within **30 days** of the issue date. Please see the **TIPS Reseller Procedure** when using a Reseller of the primary TIPS Vendor.

Need Assistance? 866-839-8477

SAR200306



TIPS Contact Information

The Interlocal Purchasing System, Region 8 Education Service Center

TIPS ADMINISTRATION

Dr. David Fitts	Executive Director of Region 8 ESC	dfitts@reg8.net	(903) 575-2607
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TIPS MANAGEMENT

Meredith Barton	Chief Operating Officer	meredith.barton@tips-usa.com	(903) 575-2791
Rick Powell	General Counsel/Procurement Compliance Officer	rick.powell@tips-usa.com	(903) 575-2726
Sarah Reynolds	Deputy General Counsel/Contract Management	sarah.reynolds@tips-usa.com	(903) 575-2673
David Mabe	Vice-President of Construction	david.mabe@tips-usa.com	(903) 243-4759
Miguel Kenedy	Business Intelligence	miguelk.bacallao@tips-usa.com	(903) 575-2685

TIPS OFFICE STAFF

Karen Walton	Purchase Order Compliance	karen.walton@tips-usa.com	(903) 575-2761
Victoria Walston	Purchase Order Compliance	victoria.walston@tips-usa.com	(903) 575-2767
Jaci Merritt	Accountant	jaci.merritt@tips-usa.com	(903) 575-2734
Reid Williams	Customer Solutions & Membership Services	reid.williams@tips-usa.com	(903) 575-2689
Joni Elms	Conference Coordinator	joni.elms@tips-usa.com	(903) 575-2674
Aide Vallejo	Customer Relations and Accounting	aide.vallejo@tips-usa.com	(903) 575-2644
Gabriel Gaytan	Customer Relations and Accounting	gabriel.gaytan@tips-usa.com	(903) 575-2660
Kristie Collins	Contracts Support	kristie.collins@tips-usa.com	(903) 575-2714
Chandie Randle	Contracts Support	chandie.randle@tips-usa.com	(903) 575-2608
Shelley Black	Contracts Support	shelley.black@tips-usa.com	(903) 575-2732

TIPS FIELD TEAM

Whitley Allen	East Texas	Regions 7, 8, 9, 12, 16	whitley.allen@tips-usa.com	(903) 277-5531
Javier Farias	South Texas	Regions 1, 2, 3, 19, 20	javier.farias@tips-usa.com	(956) 802-5677
Bill Herries	Dallas/Ft. Worth	Regions 10, 11	bill.herries@tips-usa.com	(817) 239-5293
Heath Hinton	Construction Compliance	National	heath.hinton@tips-usa.com	(903) 573-4901
Jensen Mabe	National Construction	National	jensen.mabe@tips-usa.com	(903) 438-6237
Charlie Martin	Central US	AZ-CO-KS-ND-NE-NM-MT-OK-SD-WY	charlie.martin@tips-usa.com	(903) 739-0736
Gene Hawk	Construction Representative		gene.hawk@tips-usa.com	(479) 234-7639
Mickey McFatridge	Southeast	AR-LA-MO-MS-TN	mickey.mcfatridge@tips-usa.com	(870) 926-9250
Frank Meyran	East Coast	AL-CT-DE-FL-GA-MA-MD-ME-NC-NH-NJ-NY-PA-RI-SC-VA-VT-WV	frank.meyran@tips-usa.com	(706) 372-0359
Randy Ramey	Mid-West	IA-IL-IN-KY-MI-MN-OH-WI	randy.ramey@tips-usa.com	(630) 802-1518
Lyndsey Rieth	Austin/Houston	Regions 4, 5, 6, 13	lyndsey.rieth@tips-usa.com	(713) 585-5069
Michael Tucker	West Coast	TX Regions 14, 15, 17, 18 CA-ID-NV-OR-UT-WA	michael.tucker@tips-usa.com	(903) 824-6371

CONTACT US:

	TIPS website:	www.tips-usa.com	
	TIPS eBid site:	https://tips.ionwave.net	
	General Inquiries:	tips@tips-usa.com	Bid Inquiries: bids@tips-usa.com
	Purchase Orders:	tipspo@tips-usa.com	Construction: estimator@tips-usa.com
	Accounting:	accounting@tips-usa.com	
	4845 US Highway 271 North		Phone: (866) 839-8477
	Pittsburg, Texas 75686		Fax: (866) 839-8472



DuPage Mayors and Managers Conference

an association of municipalities representing 1,000,000 people

2026 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

➤ **Protect Sustainable Municipal Pensions**

The sustainability of municipal pensions, as well as the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police (Article 3), fire (Article 4), and IMRF (Article 7).

➤ **Invest in Local Communities**

To ensure local governments can deliver essential services to our communities, municipal revenues must be maintained or increased, and barriers such as unfunded mandates and preemptions of local authority must be mitigated.

➤ **Modernize Public Records Management**

As the use of technology and digital records continues to evolve, common sense changes to the Freedom of Information Act and Open Meetings Act must be made to preserve transparency, improve efficiency, and mitigate the use of public records for entertainment and profit.

➤ **Adapt to Evolving Mobility Choices**

Our transportation system must adapt to meet both current and future mobility needs, including investing in public transit service connectivity in the suburbs, regulating e-scooters and e-bikes to protect public safety, and ensuring sustainable revenues for local road infrastructure.



City of Warrenville
REQUEST FOR PROPOSALS

IL Route 59 Corridor Plan

Issue Date: February 20, 2026
Submittals Due: March 20, 2026

Contact: Jack Maszka, AICP
Community Planner
Email: jmaszka@warrenville.il.us
Phone: 630-836-3064



IL Route 59 Corridor Plan – Phase I / Request for Proposals

PROJECT OVERVIEW

The City of Warrenville (the “City”) intends to partner with a qualified consultant(s) (the “Consultant”) to develop and adopt a corridor plan (the “Project”) for the IL Route 59 corridor (the “Corridor”) that includes:

- An updated land use designation map for properties throughout the Corridor, building on the new development pattern established from the 2016 Southwest Corridor Plan and current and anticipated market conditions;
- Streetscape, signage, and building design regulations to create a uniform sense of place throughout the Corridor;
- Marketing packages for up to four key development sites throughout the Corridor, including City-owned properties. While the Corridor Plan shall address the Corridor as a whole, the City anticipates that City-owned properties will serve as priority focus areas for implementation strategies, marketing materials, and near-term catalytic redevelopment.

A more detailed summary of the City’s goals for this Project is found on Exhibit A.

The consensus of appointed and elected officials indicated that the scope of work should include all properties along Route 59 south of, and including the intersection of Batavia Road and Route 59, with a specific focus on City-owned sites (meeting [video](#) and [meeting minutes](#)).

Implementing this Project should be consistent with important City plans and policy documents, including the [Southwest District Plan](#), [Strategic Plan](#), and [Housing Action Plan](#).

A workgroup will be assembled to provide preliminary feedback to the Consultant. The workgroup is anticipated to include representatives from City staff, the Plan Commission, the City Council, and affected property owners. The workgroup is solely an advisory group and has no decision-making responsibilities.

The City intends to implement this Project in three phases:

Phase I - Request for Proposals from Interested Consultants (RFP) Process: This phase will culminate with the City Council designating the City’s Preferred Project Consultant(s) (the “PPC”).

Phase II - Consultant Scope of Work and Professional Services Agreement Preparation: In this phase, the Workgroup and City staff will collaborate with the PPC to refine and finalize the scope of work and timeline that will allow the City to accomplish its most important project goals in an efficient, strategic, and cost-effective manner. This phase will culminate in the City Council’s approval of a professional services agreement with the PPC and a final scope of work for the Project.

Phase III - Development and Adoption of IL Route 59 Corridor Plan: In this phase, the PPC will lead an open, informative, and efficient planning process that will culminate in the City’s adoption of the IL Route 59 Corridor Plan that achieves the City’s Project Goals.



IL Route 59 Corridor Plan – Phase I / Request for Proposals

Exhibit B summarizes the City's preliminary schedule for completing this Project.

PHASE I (current RFP phase)

At this time, the City is seeking submittals from consultants with extensive experience facilitating efficient and effective public planning processes, creating guidelines and/or regulations that will promote quality development with unified streetscape regulations, sign regulations, design guidelines, use guidelines and/or regulations, site analyses of key development sites, and marketing materials for key City-owned development sites (see Exhibit A for a full list of Project goals).

The ideal Consultant will have expertise in the development and administration of corridor plans that are clear, intuitive, understandable, and can be efficiently administered. All Consultants are expected to understand the City's Project Budget Expectations detailed in Exhibit C. Consultant submittals should be calibrated to comply with these expectations. The City is amenable to working with a team of multiple Consultants to complete a plan that addresses the Project Goals.

1. RFP Response Requirements

Responses to this RFP shall include the following information, presented in the following sections:

- SECTION 1: Cover letter providing a summary of the Consultant's understanding of the Project and identifying all individuals and firms that will be part of the Consultant's team;
- SECTION 2: Summary of the qualifications of the Consultant's team, including roles and responsibilities, contact information (mailing addresses, email addresses, and phone numbers), and professional resumes for the project lead and all other key personnel and all sub-consultants;
- SECTION 3: Statement of relevant project experience which is most representative of this Project with no more than three professional references for this work. Include copies of or links to published similar work product(s);
- SECTION 4: Proposal of the Consultant's approach to implementing Phase III of this Project, limited to ten pages, including:
 - Public engagement strategies, including the number, type, and schedule of meetings the Consultant anticipates conducting with City staff, the workgroup, the public, the Plan Commission, and the City Council;
 - Anticipated Phase III Project deliverables including, but not limited to, design and landscape regulations, an updated land use plan, and marketing materials for key sites; and
 - Timeline for Phase III of the Project not to exceed 18 months.
- Consultant affirmation of the City's Project Budget Expectations that includes fee proposals, cost breakdowns, hourly rates, and not-to-exceed pricing (Exhibit C)

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Warrenville upon receipt.



IL Route 59 Corridor Plan – Phase I / Request for Proposals

2. Preferred Project Consultant Selection Process

The City will review consultant submittals, interview select consultants, and ultimately, staff will forward a Preferred Project Consultant recommendation to the City Council. The City Council will make the final Preferred Project Consultant designation.

The City will use the following criteria to determine which consultants will be interviewed and ultimately which consultant(s) it will recommend the City Council designate the PPC:

Evaluation Criteria

Experience & Qualifications (30 Points)

- Familiarity with the City of Warrenville and the key planning and policy documents that support this Project;
- Demonstrated ability to perform (past performance of Consultant's key team members on other completed projects of similar scope and magnitude); and
- Experience, qualifications, and availability of key personnel assigned to the Project.

Project Understanding & Approach (50 Points)

- Understanding of the City's Project Goals as reflected in the Consultant's approach for Phase III of the Project;
- Quality of communications (Organization/completeness of RFP response; written and graphic skills as shown through referenced work examples); and
- Work product examples (Quality, appearance, presentation, and applicability of referenced work examples).

Budget Responsiveness (20 Points)

- Understanding and quality of feedback on the City's Project Budget Expectations.

3. RFP SUBMISSIONS

Responses to the RFP must be received by the City of Warrenville Community Development Department no later than 5 p.m. (Central Standard Time) local time on March 20, 2026. Late proposals will not be accepted or considered.

All proposals must be clearly marked with the Consultant's name and labeled with "IL ROUTE 59 CORRIDOR PLAN RFP". Consultants must allow sufficient lead time to ensure receipt of their proposals by the time specified. The City of Warrenville will not be responsible for a carrier's failure to deliver. **Five (5) copies of the complete proposal response plus one (1) PDF version submitted electronically and delivered to the following:**

Jack Maszka, AICP, Community Development Department
jmaszka@warrenville.il.us
City of Warrenville
3S258 Manning Avenue



IL Route 59 Corridor Plan – Phase I / Request for Proposals

Warrenville, IL 60555

The City of Warrenville reserves the right to reject any or all proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Warrenville.

Questions

All questions must be submitted via email to jmaszka@warrenville.il.us by March 6, 2026.



IL Route 59 Corridor Plan – Phase I / Request for Proposals

EXHIBIT A

PROJECT GOALS

The City's goals for the Project include:

1. Conducting an intentional and efficient public information and participation process that educates key stakeholders and interested parties on the value of the Project and invites public input on the new Corridor Plan the City may implement as a result of the Project.
2. Identification and update of land use designations throughout the Corridor. The Southwest District Plan provides land use designations for a portion of the Corridor. The Project should audit these land use designations, update them if warranted, and provide complementary land use designations for the remaining properties in the Corridor that seek to enhance existing development patterns, support community identity, and respond to market trends.
3. Creation and adoption of a new IL Route 59 Corridor Plan that:
 - is responsive to the recommendations and implementation action priorities reflected in the City's [Strategic/Economic Plan](#) and [Housing Action Plan](#) and is created with the context and background of the [Southwest District Plan](#) and development guided by its adoption;
 - facilitates and encourages desirable private development/redevelopment and business reinvestment within the Corridor that prioritizes destination-type uses and local businesses by:
 - providing updated land use designations for properties in the Corridor based on updated market conditions and development since the adoption of the [Southwest District Plan](#);
 - including preparation of high-level marketing materials (e.g., site profiles, conceptual graphics, and development narratives) for up to four priority sites likely including, but not limited to:
 - The Route 59 and Batavia Road intersection.
 - City-owned property at the northeast corner of Route 59 and Route 56.
 - providing cohesive streetscape and building design regulations to create a sense of place throughout the Corridor;
 - including new definitions and graphic depictions, when necessary, that effectively convey/illustrate what the Corridor Plan provisions are designed to support and accomplish; and
 - including recommended economic development tools and action items to achieve the above goals.



IL Route 59 Corridor Plan – Phase I / Request for Proposals

EXHIBIT B

PRELIMINARY PROJECT SCHEDULE

Activity	Date
RFP Issue Date	February 20, 2026
Closing Date for Receipt of RFP	March 20, 2026, 5:00 p.m., CST
Workgroup Review of RFP Responses	March 23 - April 3, 2026
Interviews with Shortlisted Respondents	Week of April 6, 2026
City Council Designation of PPC	April 20, 2026
Preparation of Detailed Consultant Scope of Work and Professional Services Agreement	April-May 2026
City Council Approval and Execution of Professional Services Agreement	June 1, 2026 (or earlier if ready)
Commence Phase III of the Project	June 2026
City Council Approval/Adoption of the Corridor Plan	To be determined jointly by City and PPC in conjunction with preparation of detailed consultant scope of work and professional services agreement (preferably 12-18 months)



IL Route 59 Corridor Plan – Phase I / Request for Proposals

EXHIBIT C

PROJECT BUDGET EXPECTATIONS

City staff's FY 2027 budget request allocates \$115,000 for this Project. Subject to City Council approval, these funds will be available to commence the project in May 2026. This figure includes an estimated budget for the Corridor Plan and additional marketing materials for City-owned properties. Staff requested an additional \$30,000 for engineering and consultant services to support the Corridor Plan (i.e., surveys or studies of City-owned properties).

During Phase II of the Project, the City intends to collaborate with the Preferred Project Consultant to review, revise, and prioritize the City's initial project goals and then jointly develop a scope of work that is tailored to accomplish the most strategically important goals efficiently and within the City's current budget for this Project. The City anticipates the professional services agreement approved at the end of Phase II will (i) include a total, all-inclusive, not-to-exceed cost estimate to complete the project, and (ii) provide a detailed breakdown of the hourly rates and estimated number of individual consultant and sub-consultant staff member hours required to complete the Project.

CITY OF WARRENVILLE
MEMORANDUM

To: Mayor, City Council, and City Administrator White *KHG*
From: Kassandra Hernandez-Galvan, Asset Management Analyst
CC: Bicyclist and Pedestrian Advisory Commission
Subject: 2026 Warrenville Bike Rodeo Authorization Request
Date: February 10, 2026

The Bicyclist and Pedestrian Advisory Commission (BPAC), in partnership with the Warrenville Park District, will conduct the twentieth annual Warrenville Bike Rodeo on Saturday, May 16, 2026, from 9:00 a.m. to 11:00 a.m. The event has been highly successful and provides children with opportunities to have their bicycles inspected, participate in a bicycle safety skills course, receive helmet fittings, and access bicycle safety-related equipment.

A key component of the event's continued success is the distribution of giveaways to participants. Historically, these giveaways have been generously donated or offered at discounted rates by local Warrenville businesses. BPAC is requesting City Council authorization to solicit donations from local businesses for giveaway items for the 2026 Bike Rodeo. Typical giveaways include bicycle safety-related items and incentives such as helmets, bike lights, and ice cream tokens. Solicitation efforts would be conducted in person and/or by phone by a BPAC Commissioner or Asset Management Analyst Hernandez-Galvan during daytime or evening hours, in accordance with the City's Solicitation Policy.

Due to liability and safety considerations, BPAC is also requesting City Council approval to temporarily close a portion of Stafford Place, from the gazebo to the west side of the Veterans Memorial, during the event. Public Works will install parking lot barricades on Friday and place street barricades prior to the event start on Saturday, with barricades remaining in place until the event concludes and cleanup is completed at approximately noon on May 16, 2026. This temporary closure will restrict vehicle access to the upper-level parking lot across from City Hall and provide a safe buffer from traffic for volunteers, children, and parents or guardians attending the event. An attached map identifies the proposed road closure limits and general event layout.

Attachment

Bike Rodeo- Road Closure





MEMORANDUM City of Warrenville

Phone: 630-836-3050 | Website: www.warrenville.il.us

DATE: February 10, 2026

TO: Mayor and City Council

SUBJECT: AUTHORIZATION TO ADVERTISE FOR BIDS FOR 2026 PROJECTS

FROM: Public Works Director Kuchler 

Background: Staff annually requests authorization from City Council to advertise for bids for construction projects during the winter each year, before the new budget is formally approved. Based on staff's experience and City standard practice for more than 25 years, advertising these projects for bids by March will result in better contract prices for the City. Construction on the projects is not likely to start before May and funds will not be expended until at least May on these projects.

Analysis: The following projects are proposed in the Fiscal Year 2027 Budget, with construction anticipated to occur in the spring and summer of 2026.

Shaw Drive Area Street Rehabilitation Project:

The City obtained federal Community Development Block Grant (CDBG) funding through DuPage County for 38% of construction costs, up to a maximum amount of \$600,000 for the resurfacing of the Shaw Drive area in Summerlakes, including Shaw Drive, between Continental Drive and Batavia Road, Galbreath Drive, Hurlingham Court, Hurlingham Drive, and Sova Lane. Staff and the City's engineering consultant are finalizing bid documents, and anticipate advertising for bids before the end of March.

Based on the engineer's opinion of probable construction cost, the total cost for this project is anticipated to be \$1,570,292. The \$970,292 not covered by grant funding will be paid for with the Capital Maintenance and Replacement fund (CMRP Road Projects Fund, Account No. 002-700-710-49476).

Construction Observation will be required for this project. The City will utilize the same consultant that designed the project, Thomas Engineering Group (TEG). The anticipated construction engineering costs for the project are \$144,000 (CMRP Engineering Fund, Account No. 002-700-710-45300).

2026 Road Program:

City staff is proposing the following East Side streets (generally bounded by Winfield Road, Galusha Avenue, and Warrenville Road) be included in the 2026 Road Program:

1. Central Avenue
2. Haylett Avenue
3. Tinker Avenue
4. Elizabeth Avenue
5. Virginia Avenue
6. Lorraine Avenue
7. Wilbur Avenue
8. Melcher Avenue
9. West Avenue

The total estimated cost to perform the patching, shoulder replacement, and resurfacing of the various roads is anticipated to be \$2,500,000 consisting of \$1,500,000 (CMRP Road Projects Fund, Account No. 002-700-710-49476), and \$1,000,000 of MFT funds (MFT Road Projects Fund, Account No. 013-700-709-49476).

Construction Observation will be required for this project. The City will utilize a consultant that has provided construction observation services on several Road Program projects for the City, Engineering Resource Associates, Inc. (ERA). The anticipated construction engineering costs for the project are \$200,000 (Engineering Fund, Account No. 002-700-710-45300).

Cerny Park, Phase 2:

The City obtained Open Space Lands Acquisition and Development (OSLAD) grant funding up to a maximum amount of \$600,000 for the construction of a splash pad, detention basin enhancements, renovation of a family game area, renovation and relocation of small shelters, and ball field fencing and dugout improvements. As part of the City's Intergovernmental Agreement (IGA) with the Warrenville Park District, the Park District will reimburse the City for the local share of the construction and construction observation costs.

The total estimated cost for the construction and construction observation in Fiscal Year 2027 is anticipated to be \$1,324,574. The \$86,800 projected FY 2026, and \$513,200 projected FY 2027 project costs will be covered by the OSLAD grant. The \$811,374 not covered by grant funding will be paid for with the General fund (General Fund Maintenance-Equipment, Account No. 001-700-702-41100), which will be reimbursed by the Warrenville Park District.

Central 2 Basin Sanitary Sewer Maintenance Project:

City staff is proposing a sanitary sewer manhole lining project in 2026 to address deficiencies identified during manhole inspections, televising, and smoke testing of the sanitary sewer system. The Central 2 Basin is generally east of Illinois Route 59, south of Illinois Route 56 / Butterfield Road, north of Ferry Road, and west of Curtis Avenue. This is a regularly scheduled project as part of the City's Sanitary Sewer Maintenance Program.

The total cost for this project is anticipated to be \$429,000 (\$60,000 in FY 2026 and \$369,000 in FY 2027), which will be paid for with the Water and Sewer Enterprise fund (Sewer System Improvements, Account No. 020-700-707-49422). This includes engineering and construction costs.

CHANGE ORDER NO. 1

CITY OF WARRENVILLE

SHEET _____ OF _____

PROJECT NAME: West Water Tower Riser/Replacement

CHANGE ORDER NO. 1

LOCATION: 2S649 Country Ridge Dr.

CONTRACTOR: Maguire Iron, Inc.

CONTRACT DATE: 11/3/2025

1. A. DESCRIPTION OF CHANGES INVOLVED: Change 110 feet of steel pipe from 10” diameter pipe to 12” diameter pipe.

- B. REASON FOR CHANGE: Original specifications called for 10” pipe when 12” pipe is required.

- C. REVISION IN PRICE: Price to increase by \$8,250.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT:

1.	Amount of Original Contract Price	<u>\$143,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. _____ to _____	\$ <u>NA</u>
3.	Amount of Contract Price, not including this Change Order	\$ <u>NA</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$8,250.00</u>
5.	Amount of Contract Price including this Change Order	<u>\$151,250.00</u>

III. FINDINGS.

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

- is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;
- is germane to the Contract in its original form as signed; and/or
- is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

MAGUIRE IRON, INC.

Date: 02/09/2026

By: *Pete Muntzel*

CITY OF WARRENVILLE

Date: _____

By: _____

FY 2027 DRAFT Citywide Work Plan

(last revised by A Morgan 02/11/2026)

INTRODUCTION

The Citywide Work Plan does not include every project from individual department work plans. Instead, it highlights projects that require cross-departmental collaboration and are non-recurring in nature. Strategic Plan initiatives led by Volunteer Commissions are included in the Citywide Work Plan.

TIER ONE INITIATIVES				
Item	Project / Program / Activity	Expected Completion Date	Departments	City Plan
Ongoing Projects and Initiatives Expected to Continue				
<i>Mack Road Bridge Replacement and Trail Improvement Project</i>				
CW1-1	Complete Property/Easement Acquisition (CD 22.04)	4/30/2027	PW,CD	SP - Quality City Services: City Infrastructure
CW1-2	Coordinate Construction (CD 24.01)	4/30/2028	PW,CD	
CW1-3	Begin implementing upgrades and improvements identified as top priorities in the Facilities and Space Needs study (ADM 24.01)	9/30/2026	ALL	SP - Quality City Services: City Infrastructure
CW1-4	Launch the first season of the Warrenville Mercantile	3/30/2027	CD, PW	SP - Energetic and Healthy Economy - Business Retention and Expansion
CW1-5	Collective Bargaining Negotiations Continued with MAP 213	4/30/2027	ADM,PD,FIN	SP - Supported and Responsive Workforce: Salary & Benefits
Proposed New Projects and Initiatives				
CW1-6	2027 Road Program Bid Documents	2/28/2027	PW,CD	SP - Quality City Services: City Infrastructure
CW1-7	Complete a Water and Sanitary Sewer Rate Study	9/30/2026	PW, FIN	SP - Quality City Services: Financial Policies
CW1-8	Phase 2 Security Camera Installation (City Hall, Trailhead, Tavern, Mercantile) (POL 27.01)	4/30/2027	PD, ADM	SP - Quality and City Services: Building and Life Safety
CW1-9	Develop internal policy to allocate available sanitary capacity and continued coordination with Naperville for Cantera	4/30/2027	PW,CD	SP - Quality City Services: City Infrastructure
CW1-10	ADA - Website Accessibility Compliance	4/30/2027	ALL	SP - Engaged & Connected Community; Engagement with City

TIER TWO INITIATIVES

Item	Project Description	Expected Completion Date	Departments	Other City Plans
Ongoing Projects and Initiatives Expected to Continue				
Route 59 Sidewalk/Path Improvement Project				
CW2-1	Final Engineering Design (CD 23.03)	4/30/2027	PW, CD	SP - Engaged and Connected Community - Spaces for Community Engagement and Bike and Pedestrian Plan
CW2-2	Complete Property/Easement Acquisition (CD 24.06)	4/30/2027	PW,CD	
CW2-3	(EMA) Develop, coordinate and conduct National Incident Management System (NIMS) training for City staff based on staff position	4/30/2027	ALL	SP - Supported and Responsive Workforce: Staff and Elected Official Training
CW2-4	(EMA) Develop, coordinate and conduct emergency Disaster drill training exercise for appropriate police, fire, and City staff	4/30/2027	ALL	SP - Supported and Responsive Workforce: Staff and Elected Official Training
Proposed New Projects and Initiatives				
CW2-5	Complete Streets Workgroup to Meet Quarterly to Explore potential funding mechanisms for future sidewalk and path projects and how to prioritize those projects *Pending* Elected Official DP - Sidewalk Plan Request	4/30/2027	PW, CD, ADM	SP-Engaged and Connected Community: Spaces for Community Engagement
TIER THREE INITIATIVES				
Item	Project Description	Expected Completion Date	Departments	Other City Plans
Ongoing Projects and Initiatives Expected to Continue				
CW3-1	Administration of Private Property Drainage Assistance Program	4/30/2027	PW, CD	SP - Safe and Healthy Neighborhoods: Legacy Private Infrastructure Challenges
Proposed New Projects and Initiatives				
CW3-2	Develop a prioritized list of legacy infrastructure issues (i.e. private streets, sewer only accounts, unincorporated islands, etc) and a schedule to address them	4/30/2027	PW, CD, ADM	SP: Safe and Healthy Neighborhoods – Legacy Private Infrastructure Challenges
CW3-3	*Pending* Elected Official DP - Plan Commission Meeting Recording and Publication Initiative	TBD	ADM , CD	
CW3-4	*Pending* Elected Official DP - Climate Action Plan: Evaluate property near Trailhead for potential expansion of natural plantings including associated costs and maintenance.	TBD	PW, CD	

COMMISSION STRATEGIC PLAN INITIATIVES				
Commission	Project Description	Expected Completion Date	Department Liaison	Other City Plans
IDEC	Identify city services that could benefit from autism friendly signage and work with Little Friends to develop the signage. (ie. How to pay a water bill, how to apply for a building permit	4/30/2027	ADM	SP - Engaged and Connected Community: Participation & Belonging
IDEC	Complete Autism Friendly training as identified through goals established by the City and IDEC to maintain Autism Friendly designation	4/30/2027	ADM	SP - Supported and Responsive Workforce: Staff and Elected Official Training
TAC	TAC undertakes evaluation of the Aesthetic Art biannual funding	4/30/2027	FIN	SP-Engaged and Connected Community: Spaces for Community Engagement
TAC	TAC to develop an application for the Aesthetic Enhancement Program using the Policy as a guide	4/30/2027	FIN	SP-Engaged and Connected Community: Spaces for Community Engagement
EAC	EAC to develop and launch an education campaign to promote a greener, more resilient local business environment. Conduct research and share opportunities and benefits of environmentally friendly, cost-efficient solutions to local business challenges (e.g., resource consumption, waste management, energy efficiency, etc.). Identifying county, state and federal grant, rebate and other environmental incentive programs for local businesses to pursue will be a key part of this initiative.	4/30/2027	CD	SP-Quality City Services: Sustainability
BPAC	BPAC to review the Bikeway Implementation plan and provide recommendations to staff on the priority of projects, subject to available funding.	4/30/2027	PW	SP-Safe and Healthy Neighborhoods: Proactive Education

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 Departments 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.

Commission Strategic Plan Initiatives – These are desirable and valuable Strategic Plan initiatives that rely on volunteer commissions to lead and complete the work, with support and guidance from the Staff and Council Liaisons. Progress on these items is contingent upon volunteer engagement.

Italic font = Initiative or project for which a new FY 2027 Decision Package has been submitted.

OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2027 WORK PLAN

- 1 Proposed 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.



MEMORANDUM

City of Warrenville

Phone: 630-836-3050 | Website: www.warrenville.il.us

DATE: February 9, 2026

TO: Mayor and City Council

AGENDA ITEM: WARRENVILLE MERCANTILE WORKGROUP

STAFF CONTACT: Amy Emery, Community and Economic Development Director

Background: The Warrenville Mercantile is intended to function as a dynamic, community-focused marketplace that supports local entrepreneurs, activates public space, and strengthens Warrenville's sense of place. To support the long-term success of the Mercantile, staff will be meeting with community stakeholders to obtain guidance, community perspective and feedback on the proposed operations of and community goals for the Mercantile. The stakeholder workgroup will provide diverse perspectives, and subject-matter insight related to operations, programming, marketing, and community integration.

Stakeholder involvement in this context will offer opportunity for balanced representation from stakeholders who are directly impacted by, invested in, or supportive of the Mercantile's success. A diverse body will help staff anticipate challenges, identify opportunities, and maintain strong alignment with community values. It is anticipated this group would meet a 2-3 times in early 2026, prior to the market season commencement and at least once in early 2027 to evaluate first season operations and opportunities for improvement.

Analysis:

The community stakeholder Workgroup will include a mix of vendors, nearby residents, professionals, and community leaders to capture a wide breadth of perspectives. A representative from each of the following stakeholder interests has been identified:

1. **Vendor Representative** - Ensures direct vendor feedback related to operations, programming, and day-to-day needs.
2. **Neighbor Representative** - Provides a nearby resident perspective for a project that directly impacts surrounding neighborhoods.
3. **Plan Commission Representative** - Provides knowledge related to site parking, site layout functionality, and site design and resident perspective.
4. **Marketing Professional** - Provides branding, outreach, and promotional insight as the Mercantile establishes itself as a destination.
5. **Financial Expert** - Brings financial expertise and assist with vendor-focused programming related to financial literacy and business sustainability.
6. **Community Leader** - Former Mayor Brummel has been identified as a nominee for this position.
7. **One Elected Official** - Ensures alignment with City priorities and elected leadership perspectives.

WARRENVILLE MERCANTILE WORKGROUP

February, 9, 2026

8. **Warrenville Historical Museum Representative** - Sara Phalen given her knowledge and understanding of local history, storytelling, and cultural identity within the Mercantile.
9. **Warren Tavern Representative** - Barb Thornbury as she is responsible for site operations and scheduling for the Warren Tavern. She brings experience with event coordination and shared-site operations.

Recommendation:

Staff is seeing a City Council representative to volunteer to participate in these Warrenville Mercantile stakeholder advisory discussions.



Addison Police DEPARTMENT



December 30, 2025

Chief Sam Bonilla
Warrenville Police Department
35245 Warren Avenue
Warrenville, IL. 60555

Dear Chief Bonilla,

On October 30, 2025 at approximately 11:00 AM, Addison Police Officers were dispatched to [REDACTED] Drive in Addison for a highly agitated subject spraying pepper spray at officers, blocking the roadway and lighting items on fire. Attempts were made to speak with the subject, however he quickly retreated to his residence and opened fire on officers through the front window and door. Two officers took direct gunfire, one to a ballistic vest and another to a ballistic shield, and the offender continued firing at officers who had taken cover.

MERIT personnel including Sergeant Joshua Wittenberg and Officer Jacob Seeman quickly responded to the scene, placed themselves into harm's way and began providing immediate assistance. MERIT and NIPAS personnel formulated several plans to try and bring the situation to an end, however the subject retreated to his basement and continued firing. After nearly four hours of an intense stand-off, the offender surrendered and was taken into custody.

Please extend my sincere and personal appreciation to Sergeant Joshua Wittenberg and Officer Jacob Seeman for the assistance provided during this incident. It was the efforts of your officers and other MERIT personnel that allowed for a safe and peaceful resolution. I would also like to thank you for allowing your officers to respond to Addison for this incident. Having highly trained personnel capable of responding to these types of events is invaluable.

Sincerely,

Roy Selvik
Chief of Police
Addison Police Department

VII. B.

WIRE TRANSFER REPORT
for
January-2026

WIRE DATE	WIRE FROM FINANCIAL INSTITUTION	FROM FUND	ACCOUNT NAME	WIRE AMOUNT	WIRE RECIPIENT FINANCIAL INSTITUTION	RECIPIENT FUND (IF CITY FUND)	RECIPIENT ACCOUNT NAME (IF CITY FUND)	REASON FOR TRANSFER
01/02/2026	CHASE	GENERAL	CONCENTRATION	\$ 14,091.82	BMO HARRIS	POLICE PENSION	WARRENVILLE POLICE PENSION	Employee Police Pension Contributions Withheld For Pay Date 01/02/26
01/05/2026	CHASE	GENERAL	CONCENTRATION	\$ 229,557.19	FIFTH THIRD	GENERAL	DISBURSEMENT CLEARING	AP for 12/19/25 & 01/06/26
01/12/2026	CHASE	GENERAL	CONCENTRATION	\$ 109,575.97	FIFTH THIRD	GENERAL	DISBURSEMENT CLEARING	AP for 01/07/26
01/14/2026	ILLINOIS FUNDS	WATER & SEWER	E-PAY	\$ 250,000.00	CHASE	GENERAL	CONCENTRATION	Cashflow & Partial Interfund Payback
01/20/2026	ILLINOIS FUNDS	WATER & SEWER	E-PAY	\$ 121,846.32	CHASE	GENERAL	CONCENTRATION	Cashflow & Partial Interfund Payback
01/20/2026	ILLINOIS FUNDS	GENERAL	GENERAL CORPORATE	\$ 669,115.38	CHASE	GENERAL	CONCENTRATION	Cashflow
01/20/2026	CHASE	GENERAL	CONCENTRATION	\$ 787,501.19	FIFTH THIRD	GENERAL	DISBURSEMENT CLEARING	AP FOR 01/14/26 & 01/20/26
01/20/2026	CHASE	GENERAL	CONCENTRATION	\$ 14,104.57	BMO HARRIS	POLICE PENSION	WARRENVILLE POLICE PENSION	Employee Police Pension Contributions Withheld For Pay Date 01/16/26
01/29/2026	CHASE	GENERAL	CONCENTRATION	\$ 175,831.59	FIFTH THIRD	GENERAL	DISBURSEMENT CLEARING	AP FOR 01/21/26 & 01/28/26
01/30/2026	FIFTH THIRD	WATER & SEWER	INVESTMENT	\$ 1,250,000.00	FIFTH THIRD	GENERAL	DISBURSEMENT CLEARING	Cashflow & Partial Interfund Payback
01/30/2026	CHASE	GENERAL	CONCENTRATION	\$ 14,134.34	BMO HARRIS	POLICE PENSION	WARRENVILLE POLICE PENSION	Employee Police Pension Contributions Withheld For Pay Date 01/30/26
01/30/2026	ILLINOIS FUNDS	GENERAL	GENERAL CORPORATE	\$ 300,000.00	CHASE	GENERAL	CONCENTRATION	Cashflow
TOTAL TRANSFERS				\$ 3,935,758.37				

CITY OF WARRENVILLE
BOARD OF FIRE AND POLICE COMMISSIONERS

Minutes of Special Meeting
Wednesday, November 12, 2025, 7:00 p.m., at Police Department, Sonny Mack Room
3S245 Warren Avenue

A. CALL TO ORDER

Commissioner Sherman called the meeting to order at 7:00 p.m.

B. ROLL CALL

Present: Commissioners Dwight Sherman and Jack Grodoski

Absent: Commissioner Daniel Leonard

Also Present: Board Liaison Deputy Chief Jeff Jacobson and Recorder April Garcia

C. PUBLIC COMMENTS

None

D. APPROVAL OF MINUTES

COMMISSIONER GRODOSKI MOVED, second by Commissioner Sherman to approve the July 22, 2025, Regular Meeting minutes.

MOTION ADOPTED VIA VOICE VOTE

E. NEW BUSINESS

1. Review Mail and Correspondence

None

2. Establish 2026 Calendar Year Meeting Dates Schedule

The Board of Fire & Police Commissioners meetings are set to take place on the fourth Tuesday of each month beginning at 7:00 p.m., held in the City Hall Gallery Room and/or Council Chambers. Deputy Chief (DC) Jacobson reviewed the tentative meeting dates for calendar year 2026 with the Board, which were identified as follows:

January 27	May 26 (Police Dept.)	September 22
February 24	June 23	October 27 (Gallery Room)
March 24	July 28 (Gallery Room)	November 24
April 28 (Gallery Room)	August 25	December 22

COMMISSIONER GRODOSKI MOVED, second by Commissioner Sherman, to approve and accept the 2026 Board of Fire & Police Commissioners meeting dates, as established.

MOTION ADOPTED VIA VOICE VOTE

3. Informational Update on Police Officer Testing Process

DC Jacobson provided the Board with information from the completed testing process. The vendor, I/O Solutions, distributed 75 application packets; of those, 68 applicants were eligible to take the written exam and 42 participated in it. The 40 applicants who satisfactorily completed the entire process will be those candidates who make up the Initial Eligibility List.

INFORMATIONAL ONLY

4. Approve Initial Eligibility List for Probationary Police Officer

This item was stayed until the completion of the Closed Session portion of the meeting. No objection was made.

5. Approve Final Eligibility List for Probationary Police Officer

This item was stayed until the completion of the Closed Session portion of the meeting. No objection was made.

F. UNFINISHED BUSINESS

None

G. OLD BUSINESS

None

H. MISCELLANEOUS

None

I. CLOSED SESSION

COMMISSIONER GRODOSKI MOVED, second by Commissioner Sherman to enter into Closed Session at 7:02 p.m. to discuss the following:

5 ILCS 120/2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

ROLL CALL VOTE:

Aye: Commissioners Sherman and Grodoski

Nay: None

Absent: Commissioner Leonard

The same members returned to open session at 7:08 p.m.

COMMISSIONER GRODOSKI MOVED, second by Commissioner Sherman in answering stayed New Business agenda items E4 and E5, to approve the Initial Eligibility List for Probationary Police Officer and the Final Eligibility List for Probationary Police Officer.

MOTION ADOPTED VIA VOICE VOTE

J. ADJOURN
COMMISSIONER GRODOSKI MOVED, second by Commissioner Sherman to adjourn.

MOTION ADOPTED VIA VOICE VOTE

The meeting adjourned at 7:10 p.m.

Respectfully Submitted By:

April Garcia
April Garcia / Recorder
November 19, 2025

January 27, 2026
Approved

April Garcia
April Garcia / Recorder

**CITY OF WARRENVILLE
BICYCLIST AND PEDESTRIAN ADVISORY COMMISSION
REGULAR MEETING**

**Tuesday, January 13, 2026, at 6:30 p.m.
Warrenville City Hall- Gallery Conference Room
28W701 Stafford Place
Warrenville, IL 60555**

MINUTES

A. CALL TO ORDER

Commissioner Kasprowicz called the meeting to order at 6:30 p.m.

B. ROLL CALL

Members Present: Alex Griffin, Lindsay Reinhardt, Sebastian Pique, Susan Kasprowicz

Members Absent: Harlan Davis (Chair)

Also Present: Alderman Craig Kruckenberg and Staff Liaison Kassandra Hernandez - Galvan

C. APPROVAL OF DECEMBER 9, 2025, MEETING MINUTES

ROLL CALL VOTE:

Aye: Griffin, Pique, Kasprowicz, Reinhardt

Nays: None.

MOTION ADOPTED.

D. CITIZEN COMMENTS

None. No citizens present at the January 13th, 2026, meeting.

E. STAFF REPORT

Liaison Hernandez-Galvan reported that it is still unknown if the Mayors Fitness Challenge will be brought back.

Liaison Hernandez-Galvan asked Commissioners to please respond back to agenda packet email confirming attendance to ensure we will have a quorum.

F. BUSINESS OF MEETING

- Reviewed Meeting Minute Rotation Schedule. The BPAC meeting is cancelled in September due to prior planned City meeting.

SECTION E: BICYCLE FRIENDLY COMMUNITY APPLICATION UPDATE

Commissioners Pique and Reinhardt worked on this section and identified several questions and discussion items.

- Commissioner Reinhardt asked whether funding is available for BPAC members to attend a League Cycling Instructor (LCI) Certification Seminar in order to have a League Cycling Educator within the community. Commissioners agreed that attending such training would strengthen the application. Liaison Hernandez-Galvan stated there isn't anything allocated in the budget this current fiscal year, but she would review whether this or other training course could be budgeted for in future years, similar to the Ride Illinois Conference, which occurs every four years.
- Commissioner Griffin attends the Chicagoland Area Bicycle Dealers Association, (CABDA) and Camber trade shows, which include bicycle-related presentations and training opportunities.
- Commissioner Pique asked when the City of Warrenton Bikeway Implementation Phase II Plan was last reviewed. Liaison Hernandez-Galvan responded that the plan was adopted in 2010 and has been reviewed periodically over the years. The City will formally reevaluate the plan in FY27, and BPAC will assist in reviewing whether project priorities should be adjusted.
- Commissioner Pique inquired about the bike and pedestrian survey that appeared in Warrenton Hometown Happenings. Liaison Hernandez-Galvan explained that she worked with the City's Communications Coordinator, but they were unable to locate the survey questions. Discussion followed regarding the need for stronger promotion of surveys by engaging residents at community events. Commissioners suggested creating a new survey to coincide with the Bike Rodeo, using a QR code to encourage in-person participation and community feedback.

WARRENVILLE BIKE RODEO 2026

- Spring Fling will take place at Johnson Elementary School on Saturday, April 25, from 10:00 a.m. to 12:00 p.m. Liaison Hernandez-Galvan suggested having at least three BPAC members present to promote BPAC activities, as the table was heavily visited in previous years and served as strong promotion for the Bike Rodeo. Event organizers requested a raffle prize. Commissioners Pique and Griffin indicated they would attend.
- Liaison Hernandez-Galvan reported that the Fire Department is developing e-bike safety materials. BPAC will also be able to distribute free educational materials from the Ride Illinois and IDOT websites.
- Liaison Hernandez-Galvan shared that Pedalheads has agreed to attend this year's Bike Rodeo and will provide a helmet safety demonstration at their table.
- Liaison Hernandez-Galvan reported that the Illinois Prairie Path organization reached out and expressed interest in attending the Bike Rodeo.
- Commissioner Griffin will send shirt design ideas to Liaison Hernandez-Galvan prior to the next meeting. Shirt costs have increased, with 100 shirts estimated at \$850.
- Commissioner Kasprovicz asked whether there are sufficient supplies of bike lights and bells.

- Liaison Hernandez-Galvan stated she will contact organizations that have regularly participated in the Bike Rodeo, including Recycled Cycling. While Recycled Cycling donated lights and bells last year, donations cannot be assumed for this year. Updates on available items will be provided at the next meeting.

G. COMMISSION COMMENTS

None.

H. ADJOURNMENT

Commissioner Griffin made a motion to adjourn at 7:20 p.m. Commissioner Pique seconded the motion.

ROLL CALL VOTE:

Aye: Griffin, Pique, Kasprowicz, Reinhardt

Nays: None.

MOTION ADOPTED.

*Respectfully submitted,
Commissioner Reinhardt*

**CITY OF WARRENVILLE
ENVIRONMENTAL ADVISORY COMMISSION
REGULAR MEETING
Tuesday, January 20, 2026, at 7:00 p.m.
City Gallery
at City Hall, 28W701 Stafford Place, Warrenville**

MINUTES

A. CALL TO ORDER

CG called the meeting to order at 7:01 PM

B. ROLL CALL

Commissioners present: CG, JMK, PMcN, DK

Commissioner absent: MV

Staff Liaison: ML

Council Liaison: KD

Alma Morgan attending

Mayor Andy Johnson attending

C. APPROVAL OF OCTOBER 7, 2025 MINUTES

The meeting minutes from the Oct `7, 2025 meeting was discussed. CG noted that the very last sentence needed amending to account for the early departures of 2 commissioners before the meeting adjourned. JMK moved for amendment, seconded by CG. Motion approved and minutes amended.

D. CITIZEN COMMENTS

There were no citizen comments this session.

E. BUSINESS OF MEETING

1. Welcome and swearing in of New Commissioner (Mayor)

Mayor Johnson gave David Koldoff the oath of appointed office and welcomed him as the new Environmental Advisory Commission Commissioner.

2. Special Update from Mayor Johnson and Assistant City Administrator Morgan

Alma Morgan introduced the new *Appointed Officials Tips, Guidelines, Expectations, and Ethics* document with a brief explanation and that more information will be available as the process develops.

Mayor Johnson:

1. expressed his thanks for the frank discussions had with the Commissioners about the direction of the EAC
2. expressed thanks to Dave Romero and Kathy Franke for their service to the EAC
3. advised that the City was in the process of creating positions on the Commission for a Vice-Chairperson to backup the Chairperson and a Student EAC member. Both require the City Attorney to propose a change to the city code.

4. Introduced Michelle Lilley as the new staff liaison for the EAC. ML added to the introduction with a brief resume of her experience.
3. Review and Approve 2026 Meeting Minutes Rotation Schedule (CG)

The Meeting Minutes Rotation Schedule for 2026 was discussed and accepted without a motion as the schedule is somewhat flexible depending on Commissioner availability. Commissioners routinely cover for each other to accomplish capturing and drafting meeting minutes.

4. Amend February and March Scheduled Meeting dates

The February Meeting date was confirmed as Feb 10 to accommodate the City Council meeting that will be held at the normal EAC meeting time. The Council meeting change is due to the President's Day holiday. Change the March Meeting Date to March 3 Due to Election Day Conflict (CG), still in the Gallery Room at 7:00 pm.

5. Discussion and Planning of Arbor Day (CG)

1. Review and Finalize List of Trees

The tree sapling distribution for Arbor Day 2026 was discussed. The total number of trees was reduced from 450 (2025) TO 350. An order as follows will be placed with the Arbor Day Foundation:

Eastern Redbud 100 ea.
White Dogwood 100 ea.
Burr Oak 50 ea.
Eastern White Pine 50 ea.
Downy Service Berry 50 ea.

Commissioner Koldoff will request the seedling supplier to provide instructions to maximize the health and planting success of the seedlings. The EAC will discuss in February what early interventions are needed to prepare the seedlings for successful distribution. This may involve preparation the night before.

ML to find out what wrapping materials may be left over.

ML to verify with public works if they have a location for a sycamore tree.

2. Review and Finalize List of Organizations

The EAC discussed the list of attendees from 2025, determining that the same presenters be invited for 2026. Some 2025 invitations went unacknowledged, but they will be invited for 2026. EAC will re-evaluate the list in the Arbor Day follow-up discussion debrief in May. CG to begin sending invites

3. Review and Finalize Door Prizes

The EAC discussed the list of door prizes and decided to repeat the same list with the addition of canvas shopping bags.

4. Autism Group Participation

The Group will decide if they wish to participate in the Arbor Day 2026 celebration. They are welcome.

5. KD will contact Kathy Franke if she wishes to repeat her presentation of eco-friendly household products at Arbor Day.

ML to reserve gym and follow up with former liaison Romero regarding other preparations

It was suggested to look into other volunteer source options such as the schools, Lion's Club, etc. CG has some of these possible contacts.

6. Discuss and Finalize Giveaway Materials for Other Events (CG)

The EAC discussed the possibility of acquiring canvas shopping bags with the Warrenville logo W and another presentation like "Warrenville Naturally." EAC will search for a source and estimated costs and present at the February or March session.

ML- to follow up with former liaison Romero regarding the status of the stockpile of printed items for Arbor Day.

7. Discussion – Attendance to Community Events (CG)

The EAC discussed participating in other Community events such as Art on The Prairie and National Night Out. Two topics were discussed. First, EAC is researching Giveaway Materials as decided in 6 above. The giveaways would certainly draw more attention to our presentations. Second, EAC need to negotiate with other Commissions to share the effort of attendance at long running events.

F. OFFICIALS AND STAFF COMMENTS/REPORTS

There were no Official or Staff comments

G. COMMISSIONER COMMENTS/REPORTS

PMcN asked about the status of battery collection recycling and the use of the Home Town Happenings newsletter to explain to residents what effect the new Illinois legislation has on recycling and how they can help with collection and recycling. PMcN will research the new law and report back.

H. ADJOURN

I.

At 8:50 PM JMK moved for adjournment at CG request, PMcN seconded. Motion passed.

Respectfully Submitted,
Commissioner Patrick McNulty

Key: CG=Chair Cecilia Gerber, JMK=Commissioner Jean-Marie Kauth,
PMcN=Commissioner Patrick McNulty, MV=Commissioner Margaret Votava
Commissioner David Koldoff, KD=Council Liaison Kathy Davolos,
ML=Staff Liaison Michelle Lilley