

**CITY OF WARRENVILLE  
CITY COUNCIL  
REGULAR MEETING  
Monday, March 2, 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 City's official YouTube Channel at: <https://www.youtube.com/channel/UCcO8hN6YoUmWZrDFNASMzAQ/featured>.

Public comment will only be available in-person during the meeting. The live and virtual showings of the meeting are for viewing purposes only.

**AGENDA**

**I. OPENING CEREMONIES**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Presentation of Employee Engagement Survey Results (J. Ortiz)

**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 O2026-09, approving site specific amendments and major amendment to the final plan of planned unit development for Lot I-4 in Cantera Subarea I (28231 Diehl Road – 7 Brew)
- B. Ordinance O2026-10, adopting and publishing the updated City of Warrenville Zoning District Map
- C. Ordinance O2026-11, approving the purchase of a 2026 Felling Trailer from Westside Tractor Sales and authorizing the disposition via trade-in of an Eager Beaver trailer, in the amount of \$40,160.44

- D. Resolution R2026-13, waiving the competitive bidding requirements and approving a contract with Corrpro Companies, Inc. to install internal cathodic protection at two City water towers at West Street and Country Ridge Drive
- E. Resolution R2026-14, approving a contract with Safe Step LLC for the repair of certain City sidewalks through the TIPS Purchasing Cooperative in the amount of \$45,324.53
- F. Resolution R2026-15, approving Change Order No. 1 to the contract with Maguire Iron, Inc. for the West Water Tower Riser Pipe Replacement Project
- G. Resolution R2026-16, approving the DuPage Mayors and Managers Conference 2026 Legislative Action Program
- H. Council Sponsorship Request from Operation Safe Celebration for 2026 Post-Prom activities in the amount of \$500
- I. Funding Request from DuPage Senior Citizens Council for senior services in the amount of \$15,000
- J. Funding Request from Warrenville Friends of the 4<sup>th</sup> for the 2026 Independence Day Celebration in the amount of \$10,000, and direct staff to include the additional funding in the FY 2027 Hotel Tax Fund
- K. Request for 2026 Bike Rodeo Prize Solicitations and Street Closure
- L. Bid Letting and Construction Engineering Advertising for 2026 Construction Projects prior to approval of the FY 2027 Budget
- M. Expenditures for invoices paid up to February 18, 2026, in the amount of \$163,769.61
- N. Expenditures for invoices due on or before March 16, 2026, in the amount of \$470,741.34
- O. Minutes of City Council Meetings
  - 1) January 26, 2026, Budget Presentation Meeting
  - 2) February 9, 2026, Budget Presentation Meeting
  - 3) February 17, 2026, City Council Regular Meeting

**V. REGULAR AGENDA**

- A. Resolution R2026-17, approving a settlement agreement with LaSalle Bank, N.A. as Trustee, and final order of judgement for the condemnation case related to 29W530 Mack Road (C. White)

**VI. PRESENTATIONS AND DISCUSSION ITEMS**

- A. Consideration of Amendments to the Financial Practices and Policies Document (A.Morgan)
- B. Consideration of a Revocable Right of Way Agreement for 3S230 Warren Ave (J. Maszka)
- C. Discussion of FY 2027 Preliminary Citywide Work Plan (A. Morgan)

**VII. INFORMATIONAL REPORTS**

- A. Receive and file Departmental FY 2026 CD Work Plan Update
- B. Receive and File Draft Minutes of the PC/ZBA Meeting held on February 19, 2026

**VIII. CLOSED SESSION**

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

- 5 ILCS 120/2 (c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- 5 ILCS 120/2 (c) (2): Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

**IX. ADJOURN**

CW/drg

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

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**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>).*

Mar	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
	<b>14</b>	<b>9 am – 12 pm</b>	<b>City Council Budget Workshop</b>
	16	6:30 p.m.	City Council Meeting
	<b>17</b>	<b>6 am – 7 pm</b>	<b>General Primary Election (City Hall is a polling place)</b>
	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: Cristina White, City Administrator  
SUBJECT: SUMMARY OF AGENDA ITEMS FOR THE MARCH 2, 2026 CITY COUNCIL MEETING  
DATE: February 26, 2026

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

#### IV. CONSENT AGENDA – OMNIBUS VOTE

A. Ordinance R2026-09 – Approving Zoning Relief for 7 Brew (Attachment)

On February 19, 2026, the Plan Commission unanimously recommended approval of a major planned unit development amendment and signage site-specific amendments for a 7 Brew drive-through only coffee shop at 28231 Diehl Road. The proposed site improvements include the 7 Brew building and related canopy, a 45-stacking space queueing lane, and related landscaping. The developer proposes additional traffic and circulation mitigation measures, which are included as a condition of approval in the attached ordinance, either through a third-party service or via a “Hire Back Agreement” with the Warrenville Police Department to hire off-duty officers to direct traffic. The Police Department indicated they are open to such an agreement. A copy of the draft ordinance and staff report are included with the agenda backup material.

**Council Action Requested:** Pass Ordinance O2026-09, approving site specific amendments and major amendment to the final plan of planned unit development for Lot I-4 in Cantera Subarea I (28231 Diehl Road – 7 Brew)

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

**Budgetary Impact:** None.

**Other Resources Required:** None.

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

B. Ordinance O2026-10 – Adopting the 2026 Zoning District Map (Attachment)

State law requires municipalities to annually adopt a zoning map, which includes amendments made to the map since the last map was approved. This action will formally adopt the updated City Zoning District Map. A copy of the draft ordinance and Community Planner Maszka’s memo dated February 13, 2026, are included with the agenda backup material.

**Council Action Requested:** Pass Ordinance 2026-10, adopting and publishing the updated City of Warrenville Zoning District Map.

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

**Budgetary Impact:** None.

**Other Resources Required:** None.

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

C. Ordinance O2026-11 – Approving Trailer purchase (Attachment)

The purchase of a new Felling 20-ton trailer for the City's fleet was approved as part of the FY 2026 Budget. This is a planned replacement of a 2006 Eager Beaver 20-ton trailer, which will be traded in as part of the purchase. The purchase is being made from Westside Tractor Sales as a low bidder through the Sourcewell purchasing cooperative. The ordinance and quote from Westside Tractor Sales are included with the agenda backup material.

**Council Action Requested:** Pass ordinance O2026-11, approving the purchase of a 2026 Felling Trailer from Westside Tractor Sales and authorizing the disposition via trade-in of an Eager Beaver trailer, in the amount of \$40,160.44.

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

**Budgetary Impact:** Sufficient funds are included in the FY2026 Budget to pay for this expense in the Capital Maintenance and Replacement Fund (50% - \$20,080.00), Sewer Fund (25% - \$10,040.11), and Water Fund (25% - \$10,040.11).

**Other Resources Required:** Staff time to coordinate purchase and trade-in with the vendor.

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

D. Resolution R2026-13 – Approving Corrpro Contract (Attachment)

Included with the agenda backup material is a contract with Corrpro Companies, Inc. for the installation of cathodic protection systems at the water towers on Country Ridge Drive and West Street to reduce the corrosion of the metal in the towers. When properly inspected and maintained, the systems have an expected life of 30-50 years, and it is common to gain an additional 20-40 years of service life on a water tower with these systems, with many towers reaching a total lifespan of 75-100 years. Corrpro 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 Corrpro for this work; therefore, City Council action is required to waive competitive bidding.

***This item requires an affirmative vote of 2/3 of the Alderman holding office.***

**Council Action Requested:** Pass resolution R2026-13, waiving the competitive bidding requirements and approving a contract with Corrpro to install internal cathodic protection at two City water towers – West Street and Country Ridge Drive.

**Staff Recommendation:** Public Works Director Kuchler recommends 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. Resolution R2026-14 – Safe Step Contract for Sidewalk Repairs (Attachment)

Included with the agenda backup material is a resolution and contract 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:** Pass resolution R2026-14, approving a contract with Safe Step, LLC for the Repair of Certain City Sidewalks through the TIPS Purchasing Cooperative in the amount of \$45,324.53.

**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 coordinate with the contractor.

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

F. Resolution R2026-15 – Maguire Iron Inc. Change Order No. 1 (Attachment)

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 water tower on Country Ridge Drive.

**Council Action Requested:** Pass resolution R2026-15, approving Change Order No. 1 to the contract with Maguire Iron, Inc. for the West Water Tower riser pipe replacement Project.

**Staff Recommendation:** Public Works Director Kuchler 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.

G. Resolution R2026-16 – DMMC Legislative Action Program (Attachment)

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 a resolution in support of the 2026 DMMC LAP.

**Council Action Requested:** Pass resolution R2026-16, 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.

H. Council Sponsorship of Operation Safe Celebration (Attachment)

Included with the agenda backup material is a City Council Sponsorship Request from Operation Safe Celebration for 2026 post-prom activities 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 activities at Main Event in Warrenville, which are open to all District 200 juniors and seniors.

**Council Action Requested:** Approve the Council sponsorship funding request from Operation Safe Celebration for 2026 Post-Prom activities in the amount of \$500.

**Staff Recommendation:** City Administrator White recommends this action.

**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.

I. DuPage Senior Citizens Council Funding Request (Attachment)

Each year, the City budgets \$15,000 to support services provided by the DuPage Senior Citizens Council (DSCC) to Warrenville 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 Warrenville seniors. At the February 17, 2026 City Council meeting, the Council voted to advance the funding request for approval in the amount of \$15,000.

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

**Council Action Requested:** Approve the funding request from the DuPage Senior Citizens Council for senior services in the amount of \$15,000.

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

**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.

J. Warrenville Friends of the 4<sup>th</sup> Funding Request (Attachment)

Included with the agenda backup material is Warrenville Friends of the 4th Committee President Colin Wilkie's letter dated February 9, 2026, requesting an additional \$10,000 in City Council grant funding for the 2026 Independence Day Celebration. Since FY 2019, the City has budgeted \$30,000 in annual sponsorship 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 covered in-kind services related to the event, such as Police and Public Works staff time. The Hotel Tax fund covers \$11,000 each year of the in-kind service costs. Any service costs exceeding this amount are paid from the General Fund.

**Council Action Requested:** Approve the funding request from Warrenville Friends of the 4<sup>th</sup> for the 2026 Independence Day Celebration in the amount of \$10,000, and direct staff to include the additional funding in the FY 2027 Hotel Tax Fund.

**Staff Recommendation:** City Administrator White 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.

K. Request for Bike Rodeo Prize Solicitations and Street Closure (Attachment)

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 to solicit local businesses and detailing the proposed street closure, including a map of the recommended closure area.

**Council Action Requested:** Approve the request for 2026 Bike Rodeo prize solicitations and street closure.

**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.

L. 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:** Approve bid letting and construction engineering advertising for 2026 Construction Projects prior to approval of the FY 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.

M. Invoices Paid (Attachment)

Approve expenditures for invoices paid up to February 18, 2026, in the amount of \$163,769.61

N. Invoices Due (Attachment)

Authorize expenditures for invoices due on or before March 16, 2026, in the amount of \$470,741.34

O. Approve Minutes of City Council Meetings (Attachments)

- 1) January 26, 2026 Budget Presentation Meeting
- 2) February 9, 2026, Budget Presentation Meeting
- 3) February 17, 2026, City Council Regular Meeting

V. **REGULAR AGENDA**

A. Resolution R2026-17 – Approving the Stipulation and Settlement Agreement with the Manilow Trust and the Associated Agreed Final Order (Attachment) (C. White)

On June 18, 2025, the City filed a complaint for condemnation for the acquisition of certain permanent and temporary easements and fee simple portions of the property commonly known as 29W530 Mack Road needed to complete construction of a new multi-use path and replace the bridge located on Mack Road, just east of Illinois Route 59. Shortly after the City filed its complaint, the beneficiary of the trust passed away, and LaSalle Bank N.A., as Trustee of the trust took control of the property. The City engaged with the trust representatives and reached a settlement agreement for the acquisition of the necessary easements and the dismissal of the condemnation case pursuant to an agreed final order.

Included with the agenda back up material is a resolution and exhibits.

**Council Action Requested:** Pass Resolution R2026-17, approving a settlement agreement with LaSalle Bank, N.A. as Trustee, and final order of judgement for the condemnation case related to 29W530 Mack Road.

**Staff Recommendation:** City Administrator White recommends this action.

**Budgetary Impact:** \$75,000

**Other Resources Required:** Staff and attorney time to execute the agreement and file the relevant documents with the court.

**Strategic Plan Goal:** Not applicable.

## VI. PRESENTATION AND DISCUSSION ITEMS

### A. Consideration of Amendments to Financial Practices (Attachment) (A. Morgan)

As part of the annual budget process, City staff reviewed the *City of Warrentville Financial Practices and Policies* document to identify any gaps, address new policies, or amend existing language. Approved revisions are incorporated into the final adopted FY 2027 Budget. For FY 2027, staff evaluated the section governing employee salaries and wages. Included with the agenda backup material is Assistant City Administrator Morgan's memo dated February 17, 2026, outlining the recommended changes.

**Council Action Requested:** Direct staff to incorporate the proposed revisions into the Financial Practices and Policies document as part of the final adopted FY 2027 Budget.

**Staff Recommendation:** Assistant City Administrator Morgan recommends this action.

**Budgetary Impact:** Minimal short-term salary savings.

**Other Resources Required:** Staff time to update the policy document.

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

### B. Consideration of Revocable Right-of-Way Agreement for 3S230 Warren Ave (Attachment) (J. Maszka)

The property owner is seeking to convert the basement unit of 3S230 Warren Avenue from personal storage to an occupiable retail space. ARK Wellness physical therapy intends to occupy the space. Based on the Warrentville by Design (WBD) regulations, the proposed medical office requires seven parking spaces. Six off-site parking spaces in the Park District parking lot and within the Manning Avenue right-of-way are proposed. The WBD regulations permit off-site parking and use of public parking spaces. To meet the single ADA parking stall requirement, the owner proposes an ADA accessible space directly in front of the proposed retail space. This results in approximately 3' of the required ADA access aisle encroaching into the Manning Avenue right-of-way. Additionally, the property owner applied for a parking space encroachment variance for this parking space as it would cross the southwest property line into public right-of-way. The public hearing for the variance request is scheduled for the March 5, Zoning Board of Appeals meeting.

Included with the agenda backup material is a revocable right-of-way covenant agreement form consistent with the request. This agreement and any recommendation from the Zoning Board of Appeals will be sent to City Council for final action at a subsequent meeting. Community Planner Maszka will make a brief presentation and answer questions at the meeting.

**Council Action Requested:** Direct staff to present a resolution and Revocable Right-of-Way Covenant Agreement to allow an ADA access aisle to encroach approximately three feet into the Manning Avenue right-of-way at 3S230 Warren Avenue.

**Staff Recommendation:** Community Planner Maszka and Public Works Director Kuchler recommend this action.

**Budgetary Impact:** None.

**Other Resources Required:** None.

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

- C. 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.

**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.

## VII. INFORMATIONAL REPORTS

- A. FY2026 Community Development Work Plan Update (Attachment)  
Receive and file the updated FY 2026 Community Development Work Plan which includes the status of department projects. A copy of the report is included with the agenda backup material.
- B. Minutes of the Plan Commission and Zoning Board of Appeals (Attachment)  
Receive and file draft minutes of the Plan Commission and Zoning Board of Appeals meetings held on February 19, 2026.

CW/drg



# **Employee Satisfaction Survey Overview**

Conducted October 2025

Prepared by: Juan Ortiz  
Human Resources Generalist  
February 24, 2026

## ABOUT THE SURVEY

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- Survey covered topics such as Engagement, Communication, Inclusion & Belonging, Policies, Satisfaction, and Growth Opportunities.
- Most questions asked employees to rate their agreement or satisfaction with a topic on a scale from 1 to 5 (5 representing the highest level of agreement/satisfaction). Other question types included yes/no and free response.
- Why: The survey was conducted to establish a baseline of employee satisfaction data for the City.

**HIGH PARTICIPATION: 73% RESPONSE RATE**

## WHAT WE HEARD: THE GOOD

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- 94% of employees believe they have the tools they need to succeed.
- 91.6% of employees believe that we have a healthy workplace environment
- 80% of employees understand how their work contributes to the City's mission, vision, and values.
- 78% satisfaction with the recruitment and onboarding process.
- 70% of employees would recommend working at the City to a friend.

## KEY METRICS

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Category	Average Score (1 – 5)
Engagement	4.26
Communication	3.58
Inclusion & Belonging	3.97
Satisfaction	4.14
Growth Opportunities	3.85

## WHERE WE CAN IMPROVE

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**Communication** — Survey scores suggests that communication is an area where we can grow, and we have a meaningful opportunity to build on our current practices.

**Growth Opportunities** — Outlining and supporting growth opportunities emerged as an area where we can continue to build and improve.

## TOP 3 EMPLOYEE REQUESTS

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1. Extended / Year-Round Summer Hours
2. 4-Day Work Week
3. City Contributions to Dental / Vision

## NEXT STEPS

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- Explore quicker, easier ways to share updates across the organization.
- Look for ways to strengthen supervisor–employee connection beyond evaluations and routine check-ins.
- Research equitable work-life balance options.
- Investigate wellness benefits through the Health and Wellness Committee.
- Research growth paths to foster employee development.

### IN THEIR OWN WORDS

*“Best well-kept secret in Illinois. That’s why I purchased a home here!”*

— Public Works Employee

*“I really love this police department.”*

— Police Department Employee

*“Working for Warrenville is one of the best decisions I’ve made in my career.”*

— City Hall Employee

ORDINANCE NO. O2026-09

**AN ORDINANCE APPROVING SITE SPECIFIC AMENDMENTS AND  
MAJOR AMENDMENT TO THE FINAL PLAN OF PLANNED UNIT DEVELOPMENT FOR  
LOT I-4 IN CANTERA SUBAREA I (28231 DIEHL ROAD – 7 BREW)**

WHEREAS, Menard, Inc., a Wisconsin limited liability company ("**Owner**"), is the owner of that certain real property identified as Lot I-4 in Cantera Subarea I, commonly known as 28231 Diehl Road, Warrenville, Illinois, and legally described in **Exhibit A** ("**Property**"); and

WHEREAS, on January 25, 1991, the City Council approved Ordinance No. 1136 ("**PUD Ordinance**"), which approved a planned unit development for approximately 650 acres of real property, which is now commonly known as Cantera ("**Approved PUD**"), and the Property is located within Cantera and subject to the Approved PUD; and

WHEREAS, on February 22, 1994, the City Council approved Ordinance No. 1295 ("**Cantera Development Regulations Ordinance**"), which approved the Cantera Development Control Regulations ("**Development Control Regulations**") and Cantera General Site Plan Documents ("**General Site Plan Documents**"), establishing the design and development standards for specific application to Cantera, including the standards and procedures for the approval of preliminary and final planned unit development plans; and

WHEREAS, on April 25, 2003, the City Council approved Ordinance No. 2050, which approved preliminary planned unit development plans, use designations, site specific amendments to the Development Control Regulations, and signage criteria ("**Subarea I Signage Criteria**") for Subarea I of the Approved PUD; and

WHEREAS, on April 4, 2004, the City Council approved Ordinance No. 2127, which approved a final planned unit development plan ("**Final PUD Plan**") for the Property to allow the construction of two restaurant buildings, one on the western portion of the Property and one with a drive-through facility on the eastern portion of the Property ("**Existing Building**"), and associated off-street parking, drive aisles, and landscaping improvements (collectively, the "**Existing Development**"); and

WHEREAS, the Existing Development is complete; and

WHEREAS, pursuant to the Development Control Regulations and the General Site Plan Documents, the Property is located in the Commercial Center Use Area of the Approved PUD; and

WHEREAS, Who Brew IL V, LLC, a Delaware limited liability company ("**Applicant**"), intends to lease the eastern portion of the Property that contains the Existing Building and associated off-street parking and landscaping improvements ("**Leased Parcel**"); and

WHEREAS, the Applicant desires to demolish the Existing Building and construct a 748-square-foot building ("**Building**"), drive-through canopy, related queuing lanes, off-street parking area, and landscape improvements (collectively, the "**Proposed Development**") for the purpose of operating a 7 Brew drive-through coffee shop; and

WHEREAS, as part of the Proposed Development, the Applicant proposes to install a 32.07-square-foot wall sign on the north elevation of the Building that is approximately 67 percent of the length of the north elevation ("**North Wall Sign**"); and

WHEREAS, pursuant to Section VI.D.4(c) of the Development Control Regulations and Section II.A of the Subarea I Signage Criteria, the maximum permitted area of a wall sign on the north elevation of the Property is 22.875 square feet; and

WHEREAS, pursuant to Section II.A of the Subarea I Signage Criteria, the length of a wall sign on the Property may not exceed 25 percent of the building length on the elevation upon which the sign will be mounted; and

WHEREAS, pursuant to Sections 7 and 8 and Table 2A of the City of Warrenville Zoning Ordinance (“**Zoning Ordinance**”) and Section III of the Development Control Regulations the Applicant, with the consent of the Owner, has requested approval of: (i) site specific amendments from the Development Control Regulations and the Subarea I Sign Criteria to allow the North Wall Sign on the Property (“**Site Specific Amendments**”); and (ii) major amendment to the Final PUD Plan to include the Proposed Development (“**Major PUD Amendment**”) (collectively, the Site Specific Amendments and Major PUD Amendment are the “**Requested Approvals**”); and

WHEREAS, a public hearing by the Plan Commission to consider the Requested Approvals, notice of which was duly published in the *Daily Herald* on January 7, 2026, was convened on January 22, 2026 and continued to February 19, 2026; and

WHEREAS, on February 19, 2026, the Plan Commission adopted Findings of Fact, Project Number PZ2025-0029, unanimously recommending that the Mayor and the City Council approve the Requested Approvals; and

WHEREAS, the Mayor and the City Council have determined that, subject to and contingent upon the conditions, restrictions, and provisions of this Ordinance, the Major PUD Amendment complies the required standards for planned developments as set forth in Section 8 of the Zoning Ordinance and Section III of the Development Control Regulations; and

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

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

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

**SECTION 2: Approval of Site Specific Amendments.** In accordance with Section 8.C of the Zoning Ordinance and Section III.B of the Development Control Regulations, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, the City Council approves the Site Specific Amendments to allow the North Wall Sign on the Property.

**SECTION 3: Approval of Revised Final PUD Plan and Major PUD Amendment.** In accordance with Section 8 of the Zoning Ordinance and Section III of the Development Control Regulations, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, the Major PUD Amendment to revise the Final PUD Plan to include the

documents referred to collectively as the “**Revised Final PUD Documents**” and listed on **Exhibit B** attached to this Ordinance, is hereby approved.

**SECTION 4: Conditions.** Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance, or the Subdivision Control Ordinance or any other rights the Owner or the Applicant may have, the approvals granted in Sections 2 and 3 of this Ordinance are hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the “**Conditions**”).

A. Standard Conditions.

1. Compliance with Regulations. The redevelopment, use, operation, and maintenance of the Property shall comply with all applicable City codes and ordinances as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

2. Compliance with Plans. The redevelopment, use, and maintenance of the Property must be in strict accordance with the Final PUD Plan, as amended by the Revised Final PUD Documents, except for minor changes and site work approved in accordance with all applicable City ordinances and standards.

B. Traffic Control. The Applicant must obtain, at its sole cost, traffic control services in order to manage overflow stacking on days on which it anticipates a significant increase in the number of customers, including, without limitation, grand opening day and promotional days, in accordance with the Stacking and Queue Management Plan, consisting of three pages, prepared and submitted by the Applicant and undated, a copy of which is attached to this Ordinance as **Exhibit C (“Stacking and Queue Management Plan”)**.

**SECTION 5. Binding Effect.** This Ordinance and the privileges, obligations, and provisions contained herein run with the Property and inure to the benefit of, and are binding upon, the Owner and its successors, and assigns.

**SECTION 6: Invalidation of Approvals.** Upon the failure or refusal of the Applicant or Owner, or their successors or assigns, to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approvals granted in Sections 2 and 3 of this Ordinance (“**Approvals**”) may, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the Approvals unless it first provides the Owner and the Applicant, or its successors or assigns, with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of such revocation, the City Administrator and City Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Owner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Owner, or its successors or assigns, successors required by this Section is given.

**SECTION 7: Amendments.** Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided

in the Zoning Ordinance, the Development Control Regulations, and the Subdivision Control Ordinance, as applicable to the affected items of relief.

**SECTION 8: Effective Date.**

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the City Council by a majority vote and approval in the manner required by law;
2. Publication in pamphlet form in the manner required by law;
3. The filing by the Owner and the Applicant with the City Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the City for any claims that may arise in connection with the approval of this Ordinance; and
4. Recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with DuPage County Recorder of Deeds.

B. In the event that the Owner and the Applicant do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 8.A.3 of this Ordinance within 90 days after the date of passage of this Ordinance by the Mayor and City Council, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2026.

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

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

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

## **EXHIBITS**

**Exhibit A – Legal Description of the Property**

**Exhibit B – Revised Final PUD Documents**

**Exhibit C – Stacking and Queue Management Plan**

**Exhibit D – Unconditional Agreement and Consent**

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 4 IN CANTERA SUB-AREA "I" RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2003 AS DOCUMENT R2003-195726, IN DUPAGE COUNTY, ILLINOIS.

**Permanent Index Number:** 07-02-405-006

## EXHIBIT B

### REVISED FINAL PUD DOCUMENTS

1. **Site Development Plans**, consisting of 18 Sheets (C0.0-C7.2), prepared by Toth & Associates, and dated February 9, 2026.
2. **Floor Plan**, consisting of one sheet, prepared by Veritas Architecture and Design, and Dated December 9, 2025.
3. **Roof Plan**, consisting of one sheet, prepared by Veritas Architecture and Design, and Dated December 9, 2025.
4. **Exterior Elevations**, consisting of four sheets, prepared by Veritas Architecture and Design, and Dated December 9, 2025.
5. **Building Section Plan**, consisting of one sheet, prepared by Veritas Architecture and Design, and Dated December 9, 2025.
6. **Trash Enclosure Plan**, consisting of one sheet, prepared by Veritas Architecture and Design, and Dated December 9, 2025.
7. **Materials and Color Board**, consisting of one sheet, submitted by Applicant, and dated December 9, 2025.
8. **Renderings**, consisting of one sheet, submitted by Applicant, and dated December 9, 2025.
9. **Sign Plans**, consisting of seven sheets, prepared by Pattison ID, and with a latest revision date of February 6, 2026.
10. **Photometric and Lighting Plans**, consisting of five sheets, prepared by Red Leonard Associates, and with a latest revision date of January 19, 2026.\
11. **Stacking and Queue Management Plan** (See Exhibit C).

Copies of the Revised Final PUD Documents are available for review at the Community Development Department. All documents listed in this Exhibit B (regardless of whether the document itself is attached to this Ordinance) shall be deemed incorporated by reference, and made a part of, this Ordinance. All documents listed in this Exhibit B are subject to such further revision as may be required to conform to the conditions stated in Section 4 of this Ordinance.

**EXHIBIT C**

**STACKING AND QUEUE MANAGEMENT PLAN**



City of Warrenville  
Jack Maszka  
3S258 Manning Avenue  
Warrenville, IL 60555

**RE: 7 BREW DRIVE THRU COFFEE – GRAND OPENING ACTIVITIES/SWAG DAY/JACKPOT DAY/PROMOTIONAL DAYS DRIVE-THRU OPERATIONAL PLAN  
28231 DIEHL ROAD; WARRENVILLE, IL 60555**

Dear Mr. Maszka,

Please let this letter serve as the operational plan 7 Brew Drive-Thru Coffee to address Grand Opening Activities, Swag Day, Jackpot Day and all other promotional days (hereafter referred to as “Promotional Days”) at the drive-thru stand located at 28231 Diehl Road; Warrenville, IL.

**Objective:** This operational plan is intended to ensure efficient drive-thru flow and minimize traffic congestion and vehicle backups into the surrounding shopping center, Dodge Drive, Davis Parkway and Diehl Road during Promotional Days. The operational plan provides clear guidance on how overflow stacking procedures, queue management, and team member positioning, to ensure smooth operations and prevent traffic impacts to adjacent roadways.

#### **Stacking and Queue Management Plan**

The site plan allows for 48 cars to queue on-site before traffic would otherwise back up on to Private Rd. If the drive-thru queue exceeds 25 vehicles on Promotional Days, the following measures will be put into place to manage drive-thru flow:

- **Overflow Queueing Location:** Upon reaching a queue greater than 48 cars, 7 Brew will implement the overflow stacking plan which incorporates queuing in the drive aisle to the West and depicted in Exhibit A. A single file line will form and can hold an additional 15 cars until reaching Dodge Dr.
- **Third Party Traffic Control:** 7 Brew will engage either the Warrenville Police Department or a Third-Party Traffic Control company to help direct traffic on all Promotional Days. There will be a minimum quantity of two (2) units engaged to help direct traffic to designated locations as identified on Exhibit A.

Below are Promotional Days that Warrenville Police Department or third-party traffic control company will be engaged to aid in traffic control:

- Grand Opening Day: Always on a Monday
- Swag Day: First Saturday after Grand Opening Monday



- Jackpot Days: 7<sup>th</sup> of every month (event will not be promoted but if a customer comes in and asks about the promotion, it will be honored to the customer. Will commit to traffic control even though no promotion is taking place).
- Grand Opening Day: Always on a Monday
- **Additional Team Members/Team Member Positioning:** Additional team members will be on-site during Swag Day activities. This includes at least three (3) New Stand Opening Specialists and additional team members (up to 20-25 team members) to be positioned to help engage with customers, direct customers of the appropriate locations for customers to queue and to help expedite the process of making and delivering drinks to ensure the drive-thru lane moves as efficiently and quickly as possible in an orderly manner. On all other Promotional Days, the additional team members will be added to direct customers. Locations of the team members are identified in Exhibit. Additional team members will be on hand if additional locations are identified for team members to be stationed during Promotional Days.
- **Large Orders:** In the event there are large orders that threaten to slow down the throughput of the stand, the cars will be notified to pull forward into the parking spots across the drive aisle to the North to wait and collect their order once completed.

This Promotional Days drive-thru overflow management plan is designed to ensure when customer demand peaks, the demand can be accommodated without cars impacting/backing up into the shopping center, Dodge Drive, Davis Parkway and Diehl Road. It is important to note that 7 Brew Drive-Thru Coffee is still fairly new to the Chicagoland market with locations open in Naperville, IL, Round Lake Beach, IL, Lake Zurich, IL, Huntley, IL, Mokena, IL, Lockport, IL, two locations in Joliet, IL, Bolingbrook, IL and Algonquin, IL. By the time Swag Day occurs at the Warrenville, IL location, additional locations should be open in Downers Grove, IL, two in Bloomingdale, IL, and Plainfield, IL. An additional location in Wheaton, IL is tracking similar timing to the Warrenville, IL location.

When 7 Brew first opened in Naperville, IL, it saw a significant amount of its business travelling from a far distance away (a lot of times over 10 miles away). This demand has cut down significantly since additional locations have opened and we expect this trend to continue with the opening of additional stands.

We appreciate your time on this matter and please do not hesitate to reach out with any questions. I can be reached at (847) 372-2586 or via email at [chrisgeorge@whobrewllc.com](mailto:chrisgeorge@whobrewllc.com).

Sincerely,

Chris George  
Who Brew, LLC



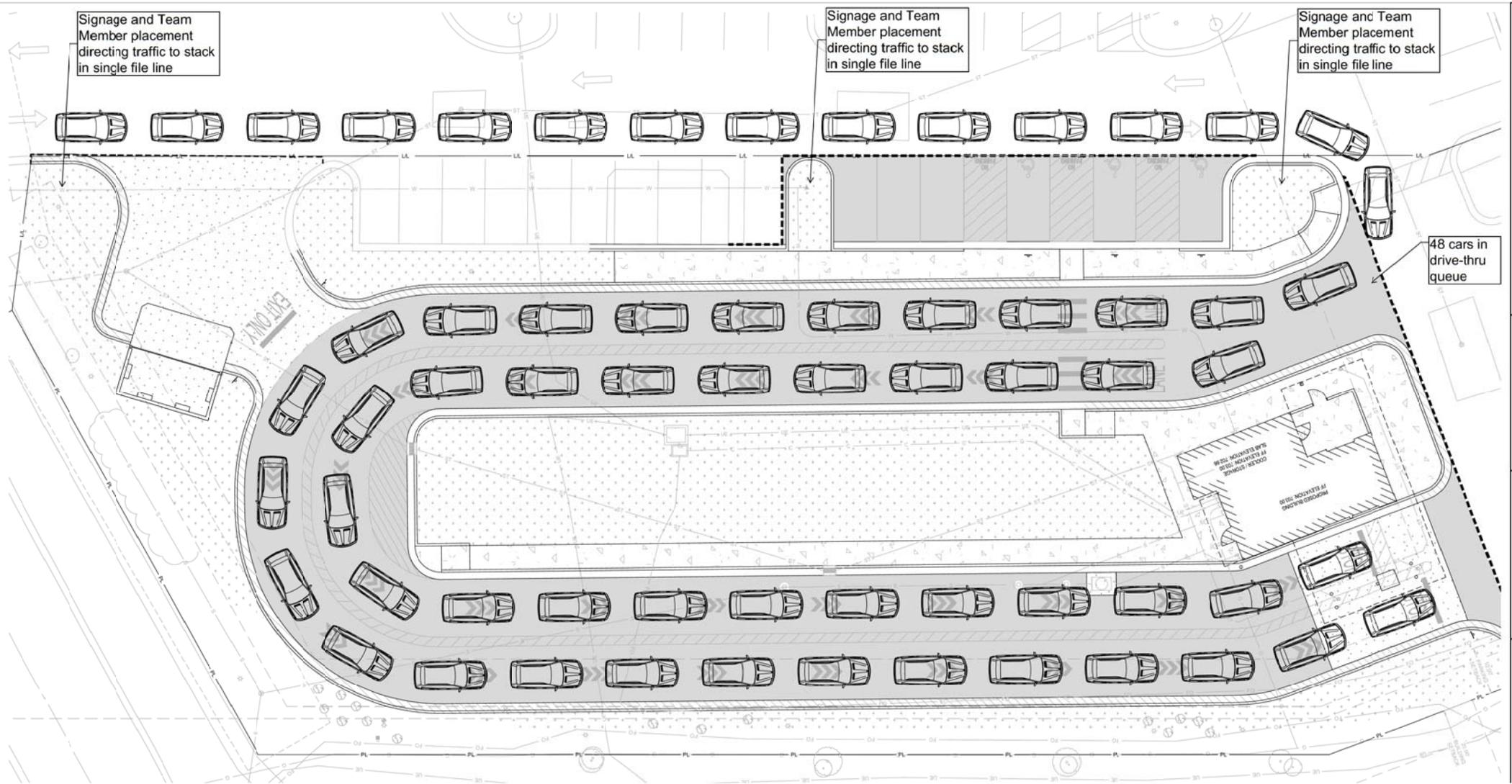
EXHIBIT A – OVERFLOW QUEUE EXHIBIT

Signage and Team Member placement directing traffic to stack in single file line

Signage and Team Member placement directing traffic to stack in single file line

Signage and Team Member placement directing traffic to stack in single file line

48 cars in drive-thru queue



## EXHIBIT D

### UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Warrenville, Illinois ("**City**");

WHEREAS, Menard, Inc., a Wisconsin limited liability company ("**Owner**"), is the owner of that certain real property identified as Lot I-4 in Cantera Subarea I, commonly known as 28231 Diehl Road, Warrenville, Illinois ("**Property**"); and

WHEREAS, Who Brew IL V, LLC ("**Applicant**") intends to lease the eastern portion of the Property that contains an existing restaurant building with a drive-through ("**Existing Building**") and associated off-street parking and landscaping improvements ("**Leased Parcel**"); and

WHEREAS, the Applicant desires to demolish the Existing Building on the Property and construct a 748-square-foot building ("**Building**"), drive-through canopy, related queuing lanes, off-street parking area, and landscape improvements ("**Proposed Development**") for the purpose of operating a 7 Brew drive-through coffee shop; and

WHEREAS, as part of the Proposed Development, the Applicant proposes to install a 32.07-square-foot wall sign on the north elevation of the Building, the length of each of the which will be approximately 67 percent of the elevation length on which it is mounted; and

WHEREAS, Ordinance No. O2026-\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 2026 ("**Ordinance**"), approved site specific amendments and a major amendment to the Final PUD Plan (collectively, the "**Requested Approvals**") to allow the construction of the Proposed Development; and

WHEREAS, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant have filed, within 90 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Owner and the Applicant does each hereby agree and covenant as follows:

1. The Owner and the Applicant hereby unconditionally agree to, accept, and consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner and the Applicant agree that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right, provided that the notice to the Owner required by Section 6 of the Ordinance is given.

3. The Owner and the Applicant acknowledge and agree that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's granting of the Requested Approvals or its adoption of the Ordinance, and that the City's

approvals do not, and will not, in any way, be deemed to insure, the Owner against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the City's adoption of the Ordinance granting the Requested Approvals, (c) the development, maintenance and use of its obligations under this Unconditional Consent and Agreement, and (d) the performance by the Owner of its obligations under this Unconditional Consent and Agreement.

**MENARD, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**28231 DIEHL ROAD – 7 BREW DRIVE-THROUGH COFFEE SHOP**

February 19, 2026

**Project No.**

PZ2025-0029

**Applicant**

Who Brew LLC  
 100 Powell Place #1230  
 Nashville, TN 37204

**Property Owner**

Menard Inc  
 5101 Menard Drive  
 Eau Claire, WI 54703

**Subject Property Location & Info.**

28231 Diehl Road

Located east of the southeast corner of Diehl Road and Davis Parkway.

PIN: 07-02-405-006  
 Approximate Parcel Size: 2.69 acres

**Existing Zoning**

S-D Special Development  
 Commercial Center District

**Approvals Sought**

- Major Planned Unit Development Amendment for the proposed 7 Brew drive-through and related improvements;
- Site-Specific Amendments to
  - Increase the maximum sign size from 22.875 square feet to approximately 32.08 square feet
  - Increase the permitted sign length from 25% of the façade to approximately 67% of the façade.



LOCATION MAP

**PROJECT DESCRIPTION**

Who Brew LLC, “the Applicant,” is seeking approval of:

- A major Planned Unit Development (PUD) for the proposed 7 Brew coffee shop;
- Site-specific amendment to:
  - Increase the maximum sign size from 22.875 square feet to approximately 32.08 square feet; and
  - Increase the permitted sign length from 25% of the façade to approximately 67% of the façade.

The requested zoning relief will entitle a 7 Brew drive-through coffee shop and related improvements at 28231 Diehl Road, “the Subject Property.” Project documents are available on the *City Private Development Projects* webpage at:

<https://www.warrenville.il.us/997/28231-Diehl-Road-7-Brew-Development>

The public hearing for this request began at the January 22, 2026, Plan Commission / Zoning Board of Appeals meeting. After conducting the public hearing, the Plan Commission voted to continue the public hearing to the February 19, 2026, meeting. It is important to note that this staff report does not reflect any public input that may be received during the February 19, 2026, public hearing, and therefore should be reviewed with this in mind. Any additional

### **Attachments**

- Attachment A – Preliminary/Final PUD Fillable Form
- Attachment B – Plat of Survey
- Attachment C – Civil Engineering Plans
- Attachment D – Floor Plan and Elevations
- Attachment E – Sign Package
- Attachment F – Traffic Impact Study
- Attachment G – Traffic Impact Study Supplemental Intersection Evaluation
- Attachment H – Photometric Plan
- Attachment I – Promotional Days Drive-Through Operational Plan
- Attachment J – Engineering Review Memo
- Attachment K – Warrenville Fire Protection District Review Memo

information concerning the application that may be provided up to and at the public hearing will need to be reviewed and taken into consideration.

The Plan Commission is responsible for making recommendations to the City Council for major PUD amendment and site-specific amendment requests.

### **BACKGROUND**

In April 2004, the City approved final PUD plans for Cantera Subarea I Lot 4 for a McDonald's, multi-tenant restaurant building, and related improvements via O2050 and O2127. O2050 includes architectural guidelines and sign regulations specific to the Subject Property. O2127 approved final PUD plans for the existing site conditions.

The site operated with a McDonald's, Chipotle, and a rotating list of restaurant tenants in the remaining tenant space, currently Madurai Kitchen, until the fall of 2023, when the McDonald's closed. The building has remained vacant and the site has been marketed by two different real estate groups. The building size (approximately 4,000 square feet) and configuration have not aligned with current fast casual and retail space needs.

In August 2025, the Applicant participated in a Pre-Application Meeting for a 7 Brew drive-through only coffee shop. After receiving feedback, the Applicant submitted a formal zoning application. Subsequently, staff worked with the Applicant to revise plans in preparation for a public hearing.

### **ANALYSIS**

The Applicant proposes a 7 Brew drive-through only coffee shop (see Attachment C and Attachment D). The proposed development includes demolishing the former McDonald's drive-through building and replacing it with a 748 square foot building, drive through canopy, and related queueing lanes. The lanes measure 24 feet in width and include a 4-foot striped zone. The updated civil engineering plans show a slightly shortened queueing lane in favor of an intake lane/apron. Page C6.3 of the civil engineering plans is a passenger vehicle turning exhibit showing adequate room for passenger truck turning. The updated queueing lane accommodates 45 stacking spaces, four fewer than the previous proposal. 18 overflow queueing spaces are provided by wrapping around the parking spaces west of the development. 16 parking spaces are provided, three of which are ADA-compliant spaces. The Applicant proposes enlarging the existing landscape island to meet updated standards since the original development of the property. 7 Brew employees will take orders throughout the queueing lanes using tablet devices while walking along the sidewalk adjacent to the interior queueing lane and the 4-foot-wide striped zone. Drinks will be served under the canopy.

The site landscaping includes a mix of trees and shrubs (see page C5.1 in Attachment C). The interior landscape island, surrounded by the queueing lanes, includes four shade trees, four ornamental trees, and ten purple lilac shrubs. A mix of juniper and viburnum shrubs border portions of the queueing lane.

The 7 Brew building itself will consist of two shades of fiber-cement panel siding in a brick style as well as blue metal panel accents (see Attachment D). The Applicant updated the dumpster enclosure to match the color and materials of the 7 Brew building (see Attachment D).

To address staff and commission feedback, the Applicant submitted an updated sign package (see Attachment E). The Applicant proposes two identical wall signs, one on the north façade and one on the west façade. Each sign is approximately 32.08 square feet. Two site-specific amendments are required for the north façade due to its narrow profile – one to increase the maximum size of the sign from 22.875 square feet to 32.08 square feet and to increase the sign length from 25% of the length of the façade to approximately 67% of the length of the façade. The Applicant removed the “DRIVE-THRU COFFEE” chevron signs and therefore the small convenience sign variance is no longer required. The canopy and portions of the building will be outlined in LED neon flex lighting. The lighting band will be shielded to meet City photometric performance standards.

7 Brew typically operates from 5:30 a.m. to 10:00 p.m., Sunday through Thursday, and from 5:30 a.m. to 11:00 p.m. on Fridays and Saturdays. 7 Brew offers a variety of beverages including coffees, sodas, energy drinks, teas, lemonades, smoothies, shakes, etc. To address staff and commission concerns pertaining to high volume days, the Applicant submitted a promotional days drive-through operational plan (see Attachment I). The plan proposes additional 7 Brew staff and contracting third party traffic control support, such as the Warrenville Police Department, subject to a hire-back agreement, to direct traffic and overflow stacking. Staff confirmed with the Police Department that they are open to and experienced with such an arrangement.

## **I. MAJOR PLANNED UNIT DEVELOPMENT AND SITE-SPECIFIC AMENDMENTS**

In recommending approval or conditional approval of a major amendment with site-specific amendments to previously approved final PUD plans, the Zoning Ordinance and Cantera Development Control Regulations require the Plan Commission to transmit to the City Council written findings of fact that the application meets all of the criteria below or will meet them when the Commission’s conditions are fulfilled. The City Council shall, in granting approval or conditional approval, also find that all of the following criteria are met or will be met when the conditions to which the approval is made subject are fulfilled (Community Development Department staff intends to develop and submit its finding to these approval criteria after the initial public hearing for this proposal is conducted):

### **1. SUPERIOR DESIGN**

The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable zoning district and subdivision regulations, and solely on this basis modifications to the use and design standards established by such regulations are warranted.

*Staff believes the proposed 7 Brew development and related improvements incorporate a higher standard of design and amenity required of Planned Unit Developments. The building itself meets the architectural guidelines set forth in Ordinance O2050. It includes a mix of materials including two variations of fiber-cement panel siding, finished as brick, and two colors of metal panels. The building includes architectural features such as a curved roof and canopies, accented by metal panels, windows, and building modulation. The rooftop mechanical units are completely screened by the rooftop parapet. The dumpster enclosure materials and colors match the building itself.*

*The site design includes a 45-car queuing lane. The interior peninsula will be planted with four shade trees, four ornamental trees, and lilac shrubs. The Applicant proposes enlarging the west landscape peninsula to*

*meet current code requirements. Additional shrubs will be located along the perimeter of the queueing lane and around the dumpster enclosure.*

## 2. MEETS PUD REQUIREMENTS

The PUD meets the requirements for Planned Unit Developments set forth in this Ordinance, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

*Other than the requested site-specific amendments to increase the maximum size of the wall sign on the north façade from 22.875 square feet to approximately 32.08 square feet and to increase the maximum sign length from 25% of the length of the façade to approximately 67% of the length of the façade, the proposed PUD plans meet those PUD requirements including those outlined in the Cantera Development Control Regulations and in ordinances O2050 and O2127.*

## 3. CONSISTENT WITH CITY PLAN

The PUD is generally consistent with the objectives of the City Comprehensive Plan as viewed in light of any changed conditions since its adoption.

*The proposed development is not consistent with the City's 1984 Comprehensive Plan as it designates the Subject Property as "office/research." However, it is consistent with the existing pattern of commercial development in Cantera Subarea I and with the underlying Commercial Center Use designation.*

## 4. PUBLIC WELFARE

The PUD will not be detrimental to the public health, safety, morals, or general welfare.

*After reviewing traffic and trip generation data, staff and City traffic consultants concur that the proposed PUD plans and promotional day drive-through operational plan (see Attachment I) will adequately address queueing and circulation concerns. Based on the traffic study and supplemental Dodge Drive and Davis Parkway intersection analysis, submitted by KLOA and reviewed by City traffic consultants (see Attachments F and G), the proposed 45-vehicle stacking lane exceeds the projected 37 required stacking spaces. Additionally, the traffic study shows the existing intersections of Dodge Drive and Davis Parkway and Diehl Road and Davis Parkway have operating capacity to serve the proposed 7-Brew development without changing level of service.*

*The promotional days drive-through operational plan proposes additional mitigation measures including additional 7 Brew staffing and contracting the Warrentville Police Department or another third-party traffic control company to help direct traffic on all promotional days. The Warrentville Police Department is open to contracting with 7 Brew for private traffic control services.*

*Staff believes the proposed PUD plans will not be detrimental to public health, safety, morals, or general welfare of the existing uses at or adjacent to the Subject Property nor the community at large.*

## 5. COMPATIBLE WITH ENVIRONS

Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

*Staff believes the proposed PUD plans and requested site-specific amendments are consistent with the existing context. Based on the submitted traffic study, site plan, and promotional days drive-through operational plan, staff and City traffic consultants believe the proposed PUD plans are compatible with the adjacent restaurant and retail uses throughout Cantera Subarea I. Staff believes the requested site-specific amendments are consistent with the existing retail environment. The uniquely small building requires the requested sign-related site-specific amendments. The size and length of the proposed sign would otherwise be permitted on adjacent retail spaces.*

## 6. NATURAL FEATURES

The design of the PUD is as consistent as practical with the preservation of natural features of the site such as flood plains, steep slopes, natural drainage ways, or other areas of sensitive or valuable environmental character.

*There are no natural features on site to preserve.*

## 7. CIRCULATION

Streets, sidewalks, off-street driveways, and off-street loading as appropriate to the planned land uses are provided. They are adequate in location, size capacity, and design to ensure safe efficient circulation of automobiles, trucks, garbage trucks, and snowplows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD, or unduly interfering with the safety or capacity of adjacent streets.

*Staff believes the proposed PUD plans, supporting traffic study, and promotional days drive-through operational plan will adequately manage traffic generated by the 7 Brew development. The Applicant proposes 45 stacking spaces, eight more than required as determined by the traffic study. 18 overflow stacking spaces are provided throughout the shared parking lot. For the grand opening, promotional days, and other busy days, the Applicant indicates additional 7 Brew staff and third-party traffic control will be used to direct overflow stacking. To ensure adequate room for turning movements, the Applicant revised the stacking lane to include an intake lane/apron. A passenger truck turning exhibit is included in the civil engineering plans (see Attachment C).*

## 8. OPEN SPACES AND LANDSCAPING

The quality and quantity of public and common open spaces and landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The size, shape, and location of a substantial portion of the total public and common open space provided in residential areas render it useable for recreation purposes.

*Staff believes the proposed landscaping and open space are consistent with the higher design standard and amenity required of a PUD. The Applicant proposes four shade trees, four ornamental trees, and juniper shrubs in the internal landscape island surrounded by the stacking lanes. Shrubs will line the south and east portions of the stacking lanes. A mix of grasses, trees, and shrubs will screen the dumpster enclosure. To meet updated code requirements, the Applicant proposes increasing the size of the interior parking lot landscaping island to meet updated code requirements. Finally, O2127 requires 0.7 acres of landscape coverage on the Subject Property. The Applicant's proposal results in 0.74 acres of landscaping coverage.*

## 9. COVENANTS

Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, homeowners or condominium associations, or the like for:

- a. The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the City or another public body.
- b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD Plan, such provision to be binding on all future ownership.

*The Applicant does not propose subdividing the Subject Property for sale. Should the property owner wish to pursue subdivision, City review and approval is required.*

## 10. PUBLIC SERVICES

The land use and improvements are consistent with the anticipated ability of the City to support police and fire protection, water supply, sewage disposal, and other public facilities and services without placing undue burden on existing residents and businesses.

*Staff believes the proposed use will not require additional fire protection, water supply, police services, or other public services to a level not consistent with similar retail uses. During events that are likely to cause overflow stacking, the Applicant proposes mitigation actions such as additional staffing and contracting with the Police Department or another third-party traffic control service to address traffic and circulation concerns.*

## 11. PHASING

Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed. The provision and improvement of public or common area improvements, open spaces, and amenities—or the provision of financial sureties guaranteeing their improvement—is phased generally proportionate to the phasing of the number of dwelling units or amount of non-residential floor area.

*Staff's understanding is that, if approved, this project would be developed in a single phase.*

## **II. CITY STAFF REVIEW COMMENTS**

### ***Planning and Zoning***

Planning staff provided the following comments and conditions to the Applicant to review:

#### Elevations

- Clarify the elevation directions. What is labeled as the south elevation on sheet A2.0 of the veritas architecture submittal appears to be the north elevation on the civil engineering plans.

#### Signs

- City staff is supportive of the requested sign-related site-specific amendments.
- The Sign Package should be updated to reflect the proposed building prior to City Council final action (i.e. cooler location and building elevation colors).

#### Photometric Plan

- The site is considered a medium activity level with requirements including a minimum at any point of 0.5 f/c, an average not to exceed 2.0 f/c, and a uniformity ratio between 3:1 and 4:1. The site's minimum is 0.6 f/c, average is 2.3 f/c, and uniformity ratio of 3.9. The site photometrics include light poles and fixtures that are not on the property and thus the higher average is allowed with administrative approval. The average is 18.72 f/c and maximum is 29 f/c. While this exceeds the average generally allowed, it is within the allowable values for gas station canopies, which this canopy can be treated as such.

#### Dodge Drive and Davis Parkway Intersection

- Staff requests the Applicant explore opportunities with adjacent property owners to restripe the Dodge Drive and Davis Parkway intersection.

### ***Engineering Department***

Engineering and Public Works review comments are found in the Engineering/SWM/Public Works Review Memo #3 dated February 12, 2026 (see Attachment J). Additionally, the City's traffic engineering consultant, Kimley-Horn, reviewed the supplemental Dodge Drive and Davis Parkway intersection data and concurs with the findings that the proposed development will not change the intersection's level of service.

***Warrenville Fire Protection District***

The Warrenville Fire Protection District provided a review memo for this project (Attachment K). The district has no comment at this time.

***Police Department***

Police Department staff indicated they are open to entering a "Hire Back Agreement" to allow 7 Brew to hire off-duty Warrenville Police officers to assist in traffic and stacking during promotional days and other high-volume days.

**CONCLUSION**

***Based on the findings outlined in this report and contingent on any feedback received at the February 19, 2026, public hearing, staff recommends approval of the following motion:***

***The Plan Commission recommends City Council approval of the major planned unit development amendment and site-specific amendments for the 7 Brew development at 28231 Diehl Road in accordance with the City staff review comments in the February 19, 2026, staff report.***

**Attachment A – Preliminary/Final PUD Fillable Form**

**Attachment B – Plat of Survey**

**Attachment C – Civil Engineering Plans**

**Attachment D – Floor Plan and Elevations**

**Attachment E – Sign Package**

**Attachment F – Traffic Impact Study**

**Attachment G – Traffic Impact Study Supplemental Intersection Evaluation**

**Attachment H – Photometric Plan**

**Attachment I – Promotional Days Drive-Through Operational Plan**

**Attachment J – Engineering Review Memo**

**Attachment K – Warrenville Fire Protection District Review Memo**

CITY OF WARRENVILLE  
DUPAGE COUNTY, ILLINOIS

**ORDINANCE NO. O2026-10**

**AN ORDINANCE ADOPTING AND PUBLISHING A REVISED  
ZONING DISTRICT MAP**

WHEREAS, the City of Warrenville has approved certain changes to its Zoning District Map during the previous year; and

WHEREAS, pursuant to 65ILCS 5/11-13/19, the new Zoning District Map is to be published by March 31, of each year.

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

SECTION 1: The City of Warrenville Zoning District Map 2026, is hereby approved in the form attached to this Ordinance as **Exhibit A** (“Zoning Map”). The Zoning Map incorporates the amendments to the Zoning Map approved in 2025, which are identified in the City of Warrenville Memo, titled “2026 ZONING MAP” and dated February, 13, 2026, attached to this Ordinance as **Exhibit B**. The official Zoning Map will be published on the City website and may be updated from time to time to reflect amendments to the Zoning Map approved by the City Council. The Zoning Map will be dated to reflect the date on which it was last revised.

SECTION 2: That any policy, resolution or ordinance of the City which may conflict with this ordinance shall be, and it is hereby, repealed.

SECTION 3: That this ordinance shall be in full force and effect from and after its passage in pamphlet form in the manner provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

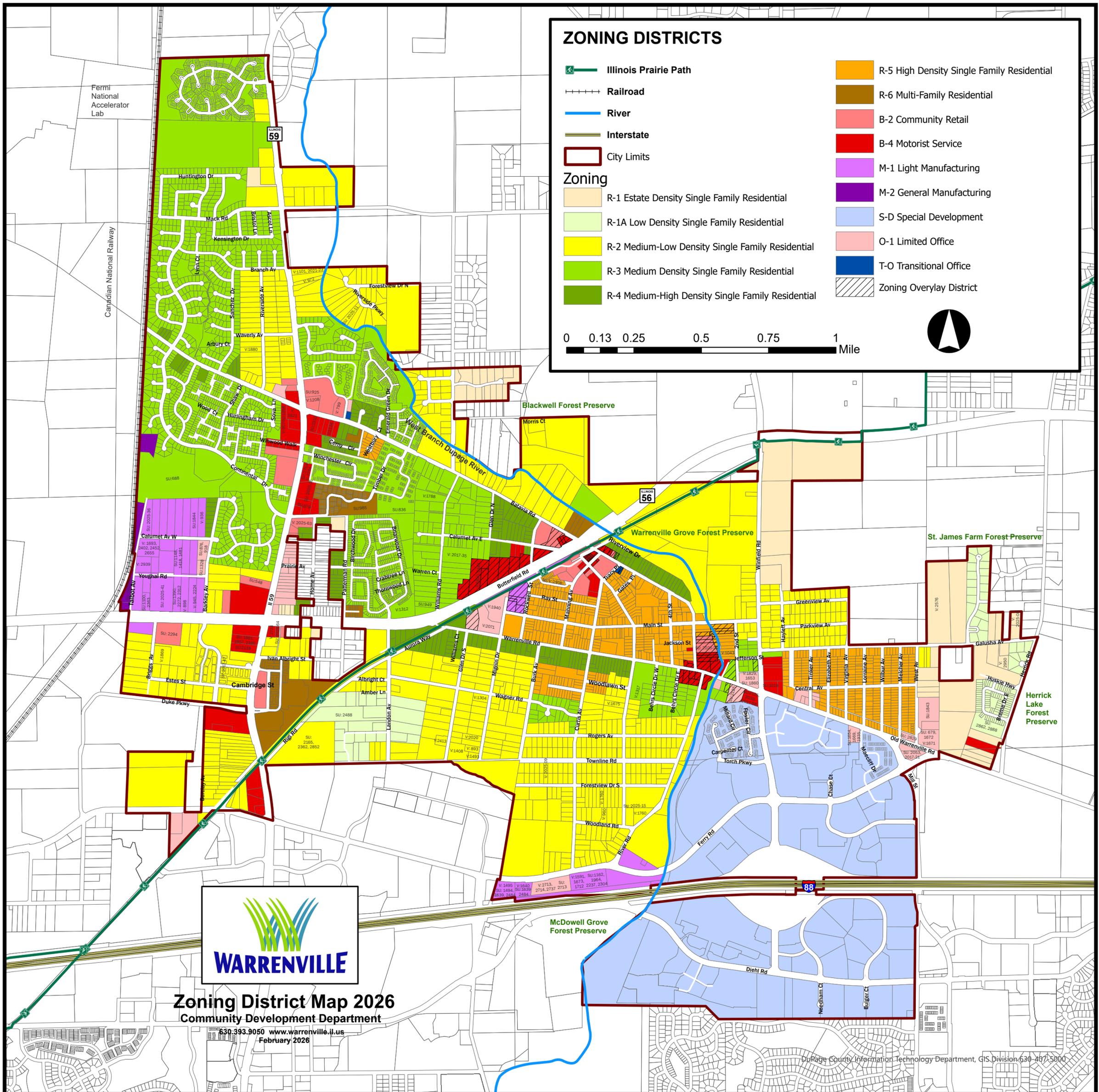
AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

# Exhibit A



# Exhibit B

## CITY OF WARRENVILLE MEMORANDUM

TO: City Council  
FROM: Community Development Department *jm*  
SUBJECT: 2026 ZONING MAP  
DATE: February 13, 2026

The Illinois Municipal Code requires the publication of the zoning map on an annual basis as pursuant to 65ILCS 5/11-13/19. The zoning map shall include all the zoning changes from the preceding year and is required to be published by March 31 of each year. The table titled “2026 Zoning Map Revisions” shown below indicates the zoning changes that took place in 2025.

### 2026 Zoning Map Revisions

Address	PIN	Type of change/relief	Ordinance #	Project Name
4200 Cantera Drive	NA	Subdivision/PUD	2025-01	Cantera Self Storage
27W126 Galusha Ave	04-36-400-008	Variance	2025-08	Front Yard Pool
28W709 Townline Road	07-02-100-026	Variance	2025-09	Addition Lot Coverage
2S260 Riverside Parkway	04-27-105-007	Variance	2025-11	Existing Setback Variance
28W415 Forestview Ave	07-02-107-001	Subdivision/PUD	2025-15	Cerny Park and Lift Station PUD
2S781 Route 59 Unit B	04-34-101-027	Special Use	2025-16	Open Sales Lot Special Use
4520 Weaver Pkwy	07-01-304-014	PUD	2025-22	School PUD
3S481 Batavia Rd	04-35-403-007	PUD	2025-24	Vet PUD

3S286 Talbot Ave	04-33-203-010	Special Use/Variance	2025-35	Truck Repair Special Use/Variance
3S140 Talbot Ave	04-33-202-013	PUD/Stormwater Variance	2025-36	Warehouse/Office PUD
3W270 Butterfield Rd	04-33-210-012	Special Use	2025-41	Auto Detail Special Use
28W164 Warrenville Rd	04-35-405-009	Special Use	2025-42	Pop-Up Shop Special Use
27755 Diehl Rd	07-01-306-001	Site-Specific Amendment	2025-43	Sign Site-Specific Amendment
3S729 West Ave	04-36-316-028, 04-36-316-029, 04-36-316-030, 04-36-316-031	Subdivision/PUD	2025-50	Ranch Home Development
MaeCliff Dr	04-36-319-011, 04-36-319-012, 04-36-319-013, 07-01-101-013, 07-01-101-014, 07-01-101-015	Subdivision/PUD	2025-53	Townhome Development
3S071 Route 59	04-34-102-031	Variance	2025-63	Gazebo Variance
29W719 Butterfield Rd	04-34-300-002	Map Amendment, Special Use, Variance	2025-64	Auto Detail Development

**ORDINANCE NO. O2026-11**

**AN ORDINANCE APPROVING THE PURCHASE OF  
A FELLING TRAILER FROM WEST SIDE TRACTOR SALES AND  
AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY**

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 Public Works Department has identified the need to replace its Eager Beaver trailer ("**Surplus Property**") with a new Felling trailer ("**Equipment**"); and

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance ("**Sourcewell**"), is a cooperative organization representing local government, educational, and not-for-profit entities throughout the country; and

WHEREAS, Sourcewell operates a purchasing cooperative program, which permits government entities to purchase commodities and services according to contracts negotiated by Sourcewell, resulting in significant savings; and

WHEREAS, through its purchasing cooperative program, Sourcewell sought bids for the purchase of the Equipment and awarded the contract ("**Purchase Contract**") to West Side Tractor Sales ("**Vendor**"); and

WHEREAS, Vendor submitted a quote to the City for the purchase the Equipment in the amount of \$44,160.44, in accordance with the Purchase Contract ("**Quote**"); and

WHEREAS, the City staff has determined that Sourcewell's purchasing policies satisfy the City's competitive bidding requirements; and

WHEREAS, Vendor will accept the Surplus Property for a trade-in value of \$4,000.00 to be used toward the purchase of the Equipment, resulting in the total not to exceed cost to the City for the Equipment of \$40,160.44; and

WHEREAS, the City has budgeted sufficient funds in the current fiscal year for the purchase of the Equipment; and

WHEREAS, the Mayor and the City Council have determined that ownership of the Surplus Property is no longer necessary or useful to, or for the best interests of, the City and desires to dispose of the Surplus Property and convey the Surplus Property to Vendor in accordance with the Quote; 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 purchase of the Equipment from Vendor and dispose of the Surplus Property, as set forth in this Ordinance;

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

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

SECTION 2: Approval of Purchase. The Mayor and the City Council hereby approve the purchase by the City of the Equipment from Vendor in a total amount not to exceed \$40,160.44, in accordance with the Purchase Contract and the Quote attached to this Ordinance as **Exhibit A**.

SECTION 3. Authorization to Dispose of Surplus Property. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the City's home rule authority, the City Council declares that ownership of the Surplus Property, as described in **Exhibit B** attached to this Ordinance, is no longer necessary or useful to, or in the best interests of, the City. The Capital Maintenance Supervisor is authorized to dispose of the Surplus Property by conveying the Surplus Property to Vendor as partial payment for the Equipment.

SECTION 4: Execution of Required Documentation. The City Administrator is authorized to execute, on behalf of the City, all documents acceptable to the City Administrator and the City Attorney necessary to complete the purchase of the Equipment from Vendor and dispose of the Surplus Property, all as authorized pursuant to this Ordinance.

SECTION 5: 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**

**QUOTE**

# West Side Tractor Sales

3300 Ogden Ave • Lisle, IL 60532  
(630) 355-7150



## PRICE QUOTATION

<b>TO:</b>	COMPANY NAME: <b>CITY OF WARRENVILLE</b>	DATE: <b>February 4, 2026</b>	
	ADDRESS: <b>3S258 MANNING AVE</b>	MODEL NUMBER: <b>FT-40-2 T</b>	WSTS STOCK NUMBER: <b>New Other</b>
	CITY, STATE, ZIP: <b>WARRENVILLE IL 60555</b>	PROPOSED SHIPPING DATE:	TERMS: <b>Payment Upon Delivery</b>
	CONTACT: <b>6303939427</b>	PHONE NUMBER: <b>6303939427</b>	SALESPERSON: <b>Tom Becker</b>

**HERE IS OUR QUOTATION ON THE GOODS NAMED. SUBJECT TO THE CONDITIONS NOTED:**

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance.

Typographical and stenographical errors subject to correction. Purchaser agrees to accept overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchasers specification. When quotations specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

QUANTITY	DESCRIPTION	
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1	<b>2026 Felling FT-40-2 T Trailer</b> Serial Number    Factory order With                    Approximate Hours Prior Use Equipped With:	<b>ALL IN STOCK UNITS SUBJECT TO PRIOR SALE</b> Quote valid for 30 days
---	--	--

Item Type	Options	Description	Add Qty	Unit	Total Qty
Base Trailer		FT-40-2 T		Each	0
Stationary Deck		Stationary Deck		Feet	4
Deck Length		Add Tilt Deck Length (Includes Approx. 12" Approach Plate)		Feet	25
Main Deck	✓	Combo - Wood with Self Cleaning Angle Iron Outsidess & Wood Inlayed Center the last 6 ft		Opt	1
Main Deck	✓	**Custom** 1/2" x 36" bucket plate flush with deck between frame rails. Plate should start at the middle of the rear axle and extend back to where the combo rear of the trailer ends.		Opt	1
Stationary Deck Type		White Oak 2" Nom		Std	1
Deck Type		White Oak 2" Nom		Std	1
Appx Deck Height		36" Loaded		Inches	1
Width		102" OD		Feet	29
Tie Downs	✓	D-Ring 1", Recessed Between Stake Pockets, (must option stake & strap)	11	Each	12
Tie Downs	✓	Rub Rail & Stake Pockets with Double Pipe Spools		Feet	29
Brakes		Air, ABS 2S/1M, (Parking brakes on all axles)		Std	1
Axles		25K Oil Bath		Std	2
Suspension		49" Spread (Spring), 9700 Hutch		Std	1
Tires & Wheels		215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Hub Pilot		Each	8
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5
Hitch Type		3" Adjustable Lunette Eye/Pintle, [C] 66,000 lb Plate Mount (3/4" Bolt)		Std	1
Jack	✓	Dual 12K w/ Spring Loaded Drop Leg		Pair	1
Plug		7 Pole Semi		Std	1
Lights		LED Lights (Peterson), Sealed Wiring Harness (Sealco)		Std	1
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1
Stripe Color		White		Std	1
Standard		Toolbox, with Lockable Cover		Std	1
Standard		Hydraulic Tank with Locking Tilt Valve		Std	1
Standard		1/2" Safety Chains, Grade 70		Std	1
Standard		2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside		Std	2
Standard		Document Holder		Std	1
Standard		Single Self Actuating Hydraulic Cushion Cylinder		Std	1
Standard		Air Operated Tilt Deck Lock		Opt	1
Standard		Air bag assist tilt (up only)		Std	1
Option	✓	NSO-Cone holder/ stand- 25.5" tall 3/4" capped on top and welded to a base plate that can be bolted to tongue Passenger side of the trailer.		Each	1
GVWR		45,520 lbs		Std	1

SOURCEWELL - 092922-FTS

\*\*ASK ABOUT OUR LEICA 2D EXCAVATOR SYSTEMS, FULLY UPGRADABLE TO GPS/3D\*\*

	Sell Price	\$43,987.44
Trade-In: Eager Beaver 20PT with hours	Less Trade-ins	(\$4,000.00)
	Sales Tax	\$ -
		\$ -
	Misc Billings	\$ 173.00
		\$ -
	Balance Due	\$40,160.44

**EXHIBIT B**

**DESCRIPTION OF SURPLUS PROPERTY**

- 2006 Eager Beaver 20XPT Trailer, VIN 112H9V3236L072078

**RESOLUTION NO. R2026-13**

**A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH CORRPRO COMPANIES, INC. FOR THE DESIGN AND INSTALLATION OF CATHODIC PROTECTION SYSTEMS ON THE COUNTRY RIDGE AND WEST STREET WATER TOWERS**

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

WHEREAS, the City has identified a need to replace the cathodic protection systems, which use an electric current to control corrosion, on the City water towers located on Country Ridge Drive and West Street (collectively, "**Work**"); and

WHEREAS, Corrpro Companies, Inc. ("**Corrpro**") installed the cathodic protection system on the new water tower located at 3S660 Route 59 and has a positive existing relationship with the City; and

WHEREAS, in order to maintain consistent equipment and maintenance on all City water towers, the City requested a proposal from Corrpro for the Work; and

WHEREAS, Corrpro submitted a proposal to perform the Work in the not to exceed amount of \$50,166.00; and

WHEREAS, the City desires to enter into a contract with Corrpro for the Work at the price proposed ("**Contract**"); and

WHEREAS, in accordance with Section 1-8-4.B.6.a.3 of the Warrenville City Code ("**City Code**"), the Mayor and the City Council have determined that it is in the best interest of the City and the public to waive the bidding requirements set forth in the City Code and approve the Contract with Corrpro for the Work;

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: Waiver of Competitive Bidding. Pursuant to Section 1-8-4.B.6.a.3 of the City Code and the City's home rule authority, the City Council waives the requirement of competitive bidding for the procurement of the Work.

SECTION 3: Approval of the Contract. The Contract with Corrpro for the Work in the not-to-exceed amount of \$50,166.00 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 4: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Contract upon receipt of an executed copy of the Contract from Corrpro.

SECTION 5: Change Orders. The City Administrator, or her designee, is authorized to execute one or more Change Orders to the Contract for additional Work for unforeseen items of

work related to, or arising from other work contemplated by, the provision of the Work in an amount not to exceed five percent of the original Contract price.

SECTION 6: Effective Date. This Resolution shall be in full force and effect following its passage and approval by a 2/3 majority of the City Council in the manner provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

**EXHIBIT A**  
**CONTRACT**

**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**.

## 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 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

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]***

ATTEST:

By: \_\_\_\_\_  
City Clerk

ATTEST:

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

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

**CITY OF WARRENVILLE**

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

**CORRPRO COMPANIES, INC.**

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

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](http://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 Corrpro Companies, Inc. ("Corrpro"), all as further described in Corrpro'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 Corrpro 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 Corrpro and Buyer on the earlier of: (a) Corrpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corrpro 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 Corrpro's facility stated in the Sales Document. At Buyer's option, Corrpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corrpro 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. Corrpro 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 Corrpro 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 Corrpro'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 Corrpro 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 Corrpro 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 Corrpro 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 Corrpro 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 Corrpro's credit approval or Corrpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corrpro 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 Corrpro 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 Corrpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corrpro with documentation acceptable to Corrpro of any exemptions claimed from Taxes prior to invoicing. In the event Corrpro is required to pay any Taxes not previously paid to Corrpro, Buyer shall reimburse Corrpro. 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 Corrpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corrpro 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 Corrpro's attention.

**6. Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corrpro 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 Corrpro. Corrpro 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, Corrpro 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 Corrpro 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, Corrpro 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 Corrpro, Corrpro, 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 Corrpro 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 Corrpro. The providing of warranty service does not extend or restart a new Warranty Period. Corrpro 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, Corrpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corrpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corrpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corrpro 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 Corrpro'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](http://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 Corrpro Companies, Inc. ("Corrpro"), all as further described in Corrpro'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 Corrpro 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 Corrpro and Buyer on the earlier of: (a) Corrpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corrpro 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 Corrpro's facility stated in the Sales Document. At Buyer's option, Corrpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corrpro 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. Corrpro 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 Corrpro 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 Corrpro'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 Corrpro 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 Corrpro 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 Corrpro 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 Corrpro 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 Corrpro's credit approval or Corrpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corrpro 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 Corrpro 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 Corrpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corrpro with documentation acceptable to Corrpro of any exemptions claimed from Taxes prior to invoicing. In the event Corrpro is required to pay any Taxes not previously paid to Corrpro, Buyer shall reimburse Corrpro. 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 Corrpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corrpro 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 Corrpro's attention.

**6. Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corrpro 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 Corrpro. Corrpro 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, Corrpro 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 Corrpro 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, Corrpro 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 Corrpro, Corrpro, 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 Corrpro 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 Corrpro. The providing of warranty service does not extend or restart a new Warranty Period. Corrpro 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, Corrpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corrpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corrpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corrpro 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 Corrpro'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: \_\_\_\_\_

**RESOLUTION NO. R2026-14**

**A RESOLUTION APPROVING A CONTRACT WITH SAFE STEP LLC  
FOR THE 2026 SIDEWALK REPAIR PROGRAM**

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

WHEREAS, the City has identified the need to repair certain sidewalk segments determined to be tripping hazards within the City as part of the 2026 Sidewalk Repair Program (“**Work**”); and

WHEREAS, Safe Step LLC (“**Contractor**”) is the only contractor in the region that repairs sidewalk tripping hazards using a dry, saw cut process, which is faster and tidier than traditional methods (“**Preferred Method**”); and

WHEREAS, Contractor submitted a proposal to perform the Work using the Preferred Method in the total not-to-exceed amount of \$45,324.53; and

WHEREAS, the City proposes to enter into a contract with Contractor for the Work at the price proposed (“**Contract**”); and

WHEREAS, in accordance with Section 1-8-4.B.6.a of the Warrenville City Code (“**City Code**”), the City has determined that the Work is not adaptable to award by competitive bidding because the completion of the Work using the Preferred Method can only be provided by a single source; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interests of the City to approve the Contract with Contractor for the performance of the Work;

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 Contract. The Contract with the Contractor is hereby approved in a total amount not to exceed \$45,324.53.

SECTION 3: Execution. The City Administrator, or her designee, is authorized to execute, on behalf of the City, all documents acceptable to the City Administrator and the City Attorney necessary to execute the Contract with the Contractor.

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**  
**CONTRACT**

**CITY OF WARRENVILLE  
CONTRACT FOR SIDEWALK REPAIR PROGRAM**

Full Name of Contractor **SAFE STEP LLC** (“**Contractor**”)  
Principal Office Address 130 Industrial Park Ave., PO Box 411, Hortonville, WI 54944  
Local Office Address 507 Grant St., Peru, IL 60134  
Contact Person Philip Sitton Telephone Number (331)444-4822

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

Attention: Jamie Clark, Capital 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 repair of the sidewalk segments identified by the Owner determined to be tripping hazards within the City of Warrenville (collectively, all sidewalk segments determined by the Owner to be tripping hazards are the “**Work Site**”), all as further described on the proposal prepared by Contractor and attached to this Contract as **Exhibit A (“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 highest standards of professional and construction practices, in full compliance with, and as required by or

pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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: **\$45,324.53**, which is equal to the cost to perform the Work, 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.*

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under 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 June 1, 2026.

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 the minimum 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 minimum 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. Umbrella 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 attorneys' fees) 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, or any failure to meet the representations and warranties set forth in Section 6 of this 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 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. 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.

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. ("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 2012, 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, any and all costs, including 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.

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 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.

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.

***[SIGNATURES ON FOLLOWING PAGE /  
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

ATTEST:

**CITY OF WARRENVILLE**

By: \_\_\_\_\_  
City Clerk

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

ATTEST:

**SAFE STEP LLC**

By: \_\_\_\_\_  
*Sean P. Sw*

By: \_\_\_\_\_  
*Shirley*

Title: Illinois Project Manager

Its: \_\_\_\_\_  
Office manager

**EXHIBIT A**  
**PROPOSAL**



# 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](mailto:Philip@NoTrippin.com) • [www.notrippin.com](http://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

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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

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## 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><b>Warrenville Fiscal Year 2025</b></p> <ol style="list-style-type: none"> <li>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></li> <li>2. <i>Includes mobilization, waste disposal, and reporting</i></li> <li>3. <i>Also includes GIS shape files of defect information</i></li> </ol>	<p><b>\$45,324.53</b></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 ft<sup>2</sup> of sidewalk.

At an average removal and replacement cost of \$12.74/ft<sup>2</sup>, 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

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## 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.



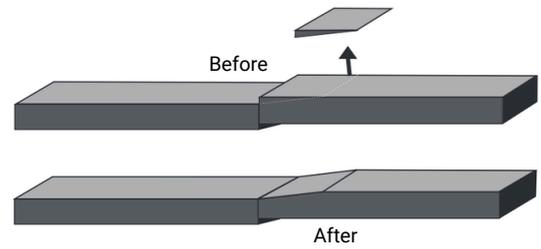
## Safety and Insurance

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](http://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](http://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](mailto: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](mailto: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](http://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:

	<b>TIPS website:</b>	www.tips-usa.com	
	<b>TIPS eBid site:</b>	https://tips.ionwave.net	
	<b>General Inquiries:</b>	tips@tips-usa.com	<b>Bid Inquiries:</b> bids@tips-usa.com
	<b>Purchase Orders:</b>	tipspo@tips-usa.com	<b>Construction:</b> estimator@tips-usa.com
	<b>Accounting:</b>	accounting@tips-usa.com	
	4845 US Highway 271 North		<b>Phone:</b> (866) 839-8477
	Pittsburg, Texas 75686		<b>Fax:</b> (866) 839-8472

**CITY OF WARRENVILLE  
SIDEWALK REPAIR PROGRAM CONTRACT  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that Safe Step LLC **130 Industrial Park Ave, PO Box 411, Hortonville, WI 54944** as Principal, hereinafter called Contractor, and **West Bend Insurance Company, 1900 S 18<sup>th</sup> Ave, West Bend, WI**, as Surety, a corporation organized and existing under the laws of the State of **Wisconsin**, 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 Forty Five Thousand Three Hundred Twenty Four Dollars and Fifty Three Cents (\$45,324.53), 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 February 18, 2026 with Owner entitled "Sidewalk Repair Program Contract Between City of Warrenville and Safe Step LLC" (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 repair of the sidewalk segments identified by the Owner determined to be tripping hazards within the City of Warrenville; (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.



**CITY OF WARRENVILLE**  
**SIDEWALK REPAIR PROGRAM CONTRACT**  
**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that Safe Step LLC ***PO Box 411, Hortonville, WI***, as Principal, hereinafter called Contractor, and ***West Bend Insurance Company, 1900 S. 18<sup>th</sup> Ave., West Bend, WI***, as Surety, a corporation organized and existing under the laws of the State of ***Wisconsin***, 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 Forty Five Thousand Three Hundred Twenty Four Dollars and Fifty Three Cents (\$45,324.53), 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 February 18, 2026, with Owner entitled "Sidewalk Repair Program Contract Between City of Warrenville and Safe Step LLC" (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 repair of the sidewalk segments identified by the Owner determined to be tripping hazards within the City of Warrenville; (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.



**RESOLUTION NO. R2026-15**

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO  
THE CONTRACT WITH MAGUIRE IRON, INC. FOR  
THE REPAIR OF THE WEST WATER TOWER RISER**

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 November 17, 2025, the City Council adopted Resolution No. 2025-67, approving a contract ("**Contract**") with Maguire Iron, Inc. ("**Contractor**") for the repair of the riser in the West Water Tower located at 2S649 Country Ridge Drive ("**Project**"); and

WHEREAS, Resolution No. 2025-67 authorized the expenditure of an amount not to exceed \$149,5000.00 for the Project and authorized the City Administrator to approve change orders to the Contract in an amount not to exceed five percent, or \$7,150.00; and

WHEREAS, after commencing the Project, it was determined that 12-inch diameter pipe was required where the Contract specified 10-inche pipe ("**Updated Materials**"); and

WHEREAS, Contractor provided a quote to provide the Updated Materials in the not to exceed amount of \$8,250.00; and

WHEREAS, the City and the Contractor desire to enter into Change Order No. 1 to the Contract ("**Change Order No. 1**") for the Contractor's provision of the Updated Materials at the price proposed, bringing the total Contract price to \$157,750.00; and

WHEREAS, the Mayor and the City Council have determined that entering into Change Order No. 1 with Contractor for the Updated Materials is germane to the Contract in its original form as signed and in the best interest of the City and the public;

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 Change Order No. 1. Change Order No. 1 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Authorization to Execute Change Order No. 1. The City Administrator to authorized and directed to execute, on behalf of the City, Change Order No. 1.

SECTION 4: Effective Date. This resolution shall be in full force and effect from and after 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.

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MAYOR

ATTEST:

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CITY CLERK

**EXHIBIT A**  
**CHANGE ORDER NO. 1**

**CHANGE ORDER NO. 1**

CITY OF WARRENVILLE

SHEET   1   OF   2  

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) ( <del>Reduction</del> ) 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: \_\_\_\_\_

**RESOLUTION NO. R2026-16**

**A RESOLUTION TO SUPPORT THE LEGISLATIVE ACTION PROGRAM OF THE  
DUPAGE MAYORS AND MANAGERS CONFERENCE  
FOR THE 2026 LEGISLATIVE SESSION**

WHEREAS, the City of Warrenville is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to further protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on November 19, 2025, the DuPage Mayors and Managers Conference Membership voted unanimously to adopt its 2026 Legislative Action Program, attached hereto; and

WHEREAS, the City of Warrenville will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the City of Warrenville regarding legislative positions that may be presented in an official capacity in the General Assembly or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY 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: Endorsement of DMMC Legislative Action Program.** The City of Warrenville hereby endorses the DuPage Mayors and Managers Conference's 2026 Legislative Action Program as described and attached to this Resolution as **Exhibit A**, and includes the following listed legislative priorities:

1. Protect Sustainable Municipal Pensions
2. Invest in Local Communities
3. Modernize Public Records Management
4. Adapt to Evolving Mobility Choices

**SECTION 3: Execution.** The Mayor is authorized and directed to execute all such documents as are necessary to effectuate the endorsement of this program.

**SECTION 4: Forwarding of Resolution.** A copy of this Resolution shall be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the City of Warrenville, to the Office of the Governor, and to department heads in the City of Warrenville.

*[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**

**DUPAGE MAYORS AND MANAGERS CONFERENCE  
2026 LEGISLATIVE ACTION PROGRAM**



# 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

# IV. H.

## 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 5/2/2024 and  
Wheaton Warrenville South High School on 5/16/2024

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.

(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 2024, 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]

2/2/2024  
Date

Signature(s)

# 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: March 2, 2026  Approved  Denied

Cash Sponsorship Amount: \$ 500.00

Requisition Process Date: \_\_\_\_\_ P.O. # \_\_\_\_\_



January 5th, 2026

Members of the Operation Safe Celebration Committee (OSC) of Wheaton North and Wheaton Warrenton 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 Warrenton South's prom will be on May 16<sup>th</sup>. 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



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*

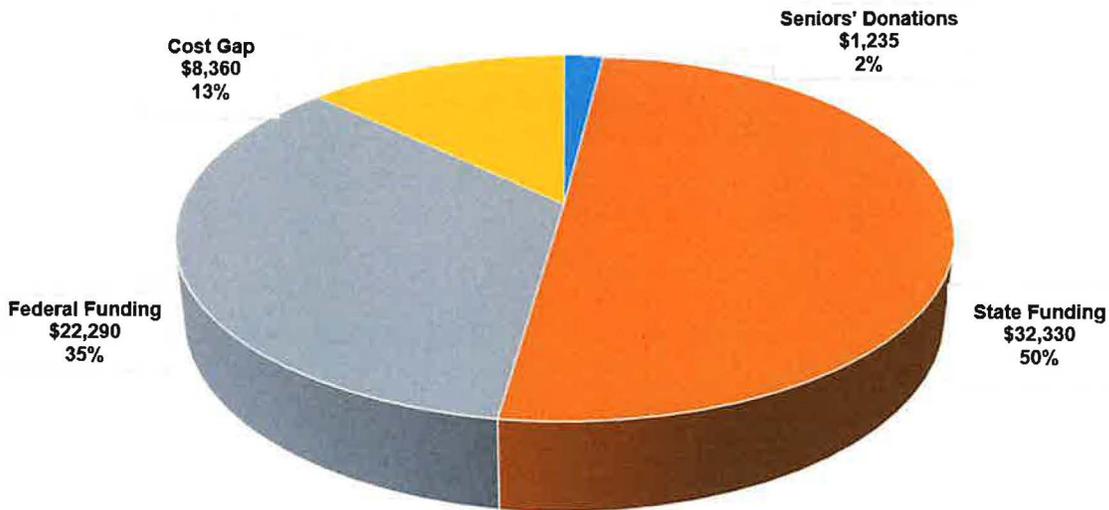
## DUPAGE SENIOR CITIZENS COUNCIL REQUEST FOR FUNDING & SUPPORT for FY2025

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](mailto: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.**




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INDEPENDENCE DAY CELEBRATION 2026

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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:

Colin A. Wilkie; *President, Warrenville Friends of the 4<sup>th</sup> Committee*

**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](http://www.warrenville.il.us)

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**DATE:** February 10, 2026

**TO:** Mayor and City Council

**SUBJECT:** AUTHORIZATION TO ADVERTISE FOR BIDS FOR 2026 PROJECTS

**FROM:** Public Works Director Kuchler 

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**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.

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 02/11/2026 - 02/18/2026

POSTED PAID

BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

IV. M.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
166176 0000021213	BS& A SOFTWARE LLC INTEGRATED PAYMENTS ABSORBED FEES-01/26 kdahlstrand 001-400-401-42950	02/11/2026 dherrera	02/11/2026	6,570.01 6,570.01	0.00	Paid	Y 02/11/2026
24374 0000021254	CITY OF NAPERVILLE WASTE WATER - FERRY RD JAN-26 020-700-706-45420	02/06/2026 dherrera	02/18/2026	62,317.21 62,317.21	0.00	Paid	Y 02/18/2026
24373 0000021255	CITY OF NAPERVILLE WASTE WATER - CANTERA JAN-26 020-700-706-45420	02/06/2026 dherrera	02/18/2026	14,972.71 14,972.71	0.00	Paid	Y 02/18/2026
FEB26A 0000021258	COMCAST SERV/POLICE DEPT 001-350-351-43400	02/06/2026 dherrera	02/18/2026	208.45 208.45	0.00	Paid	Y 02/18/2026
262937607 0000021154	COMCAST BUSINESS 02-26 SERV/POLICE DEPT 001-350-351-43400	02/01/2026 dherrera	02/11/2026	1,557.85 1,557.85	0.00	Paid	Y 02/10/2026
JAN26-5 0000021142	CONSTELLATION NEW ENERGY INC. ELEC/CANTERA 020-700-706-43800	01/22/2026 dherrera	02/11/2026	574.34 574.34	0.00	Paid	Y 02/06/2026
72226140601 0000021156	CONSTELLATION NEW ENERGY INC. ELEC/STREET LIGHTS 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020 013-700-709-44020	01/31/2026 dherrera	02/11/2026	4,379.79 66.38 179.59 2.98 827.20 346.19 2,408.62 548.83	0.00	Paid	Y 02/10/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 02/11/2026 - 02/18/2026

POSTED PAID

BANK ACCOUNTS: 53DC - DISBURSEMENT CLEARING ACCOUNT

Invoice Number

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021126 0000021149	DAWN GRIVETTI REIMBURSE-MILEAGE,MCDC MTG,2/4/26,OAK BR dherrera 001-200-201-44400 001-200-201-48710	02/06/2026	02/11/2026	68.12	0.00	Paid	Y 02/10/2026
		REIMBURSE-MILEAGE,MCDC MTG,2/4/26,OAK BR		18.12			
		RECOG EXCELLENCE AWARD TWO BRO GIFT CARD		50.00			
40697731-2 0000021131	DUPAGE CTY RECORDER OF DEEDS R2026-007232 001-600-601-45000	02/03/2026 csantos RECORDING FEES	02/11/2026	67.00	0.00	Paid	Y 02/06/2026
40697732 0000021132	DUPAGE CTY RECORDER OF DEEDS R2026-007234 001-600-601-45000	02/06/2026 csantos RECORDING FEES	02/11/2026	67.00	0.00	Paid	Y 02/06/2026
40697731-1 0000021133	DUPAGE CTY RECORDER OF DEEDS R2026-007231 001-600-601-45000	02/03/2026 csantos RECORDING FEES	02/11/2026	67.00	0.00	Paid	Y 02/06/2026
40697731-3 0000021134	DUPAGE CTY RECORDER OF DEEDS R2026-007233 001-600-601-45000	02/03/2026 csantos RECORDING FEES	02/11/2026	67.00	0.00	Paid	Y 02/06/2026
9-156-14183 0000021199	FEDEX SHIPPING-PD 001-350-351-44600	01/28/2026 dherrera SHIPPING-PD	02/11/2026	37.84	0.00	Paid	Y 02/11/2026
9-173-88126 0000021201	FEDEX SHIPPING-CD 001-350-351-44600	02/11/2026 dherrera SHIPPING-CD	02/11/2026	18.61	0.00	Paid	Y 02/11/2026
9-165-27814 0000021203	FEDEX SHIPPING-CD 001-350-351-44600	02/04/2026 dherrera SHIPPING-CD	02/11/2026	37.65	0.00	Paid	Y 02/11/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
9-709-51667 0000021205	FEDEX SHIPPING-CH 001-350-351-44600	12/17/2025 dherrera SHIPPING-CH FEE NOT WAIVED	02/11/2026	8.60 8.60	0.00	Paid	Y 02/11/2026
9-709-02316 0000021206	FEDEX SHIPPING-CH 001-350-351-44600	12/10/2025 dherrera SHIPPING-CH FEE NOT WAIVED	02/11/2026	8.29 8.29	0.00	Paid	Y 02/11/2026
9-183-37136 0000021274	FEDEX SHIPPING-PW 001-350-351-44600	02/18/2026 dherrera SHIPPING-PW	02/18/2026	24.02 24.02	0.00	Paid	Y 02/18/2026
125333 0000021124	HAGG PRESS, INC. NEWSLETTER-02/26 001-200-201-44701	01/30/2026 pkrapf NEWSLETTER-02/26	02/11/2026	1,870.00 1,870.00	0.00	Paid	Y 02/05/2026
021126 0000021208	I.B.E.W. LOCAL UNION NO. 701 IBEW UNION DUES FEB 26 001-000-000-22100	02/10/2026 dherrera IBEW UNION DUES FEB 26	02/11/2026	245.00 245.00	0.00	Paid	Y 02/11/2026
104106 0000020987	ILLINOIS PUBLIC RISK FUND WORKERS' COMPENSATION-03/26 001-350-351-43302 020-700-704-43302 020-700-706-43302	01/19/2026 kdahlstrand WORKERS' COMPENSATION-03/26 WORKERS' COMPENSATION-03/26 WORKERS' COMPENSATION-03/26	02/18/2025	31,201.00 24,960.80 3,120.10 3,120.10	0.00	Paid	Y 01/21/2026
9010756971 0000021143	KONICA MINOLTA BUSINESS SYSTEM COPIER MAINT-BIZHUB 4050,C224E,C250I 001-350-351-41100 001-350-351-41100 001-350-351-41100	01/30/2026 dherrera COPIER MAINT-BIZHUB4050PW 1/4/26-1/21/26 COPIER MAINT-BIZHUBC224ECH 12/22/25-1/21 COPIER MAINT-BIZHUBC250IPW 12/22/25-1/21	02/11/2026	174.76 12.87 132.90 28.99	0.00	Paid	Y 02/06/2026
506455373 0000021209	KONICA MINOLTA BUSINESS SYSTEM COPIER MNTLY MAINT-BIZHUB C458 001-350-351-41100	01/31/2026 CH JAN 20 dherrera COPIER MNTLY MAINT-BIZHUB C458 CH JAN 26	02/11/2026	102.10 102.10	0.00	Paid	Y 02/11/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

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POSTED PAID

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
506456029 0000021210	KONICA MINOLTA BUSINESS SYSTEM COPIER MNTHLY MAINT-BIZHUB C258 PD JAN 2 dherrera 001-500-501-41100	01/31/2026 COPIER MNTHLY MAINT-BIZHUB C258 PD JAN 2	02/11/2026	42.43 42.43	0.00	Paid	Y 02/11/2026
506455613 0000021211	KONICA MINOLTA BUSINESS SYSTEM COPIER MNTHLY MAINT-BIZHUB 808 CH JAN 20 dherrera 001-350-351-41100	01/31/2026 COPIER MNTHLY MAINT-BIZHUB 808 CH JAN 20	02/11/2026	3.91 3.91	0.00	Paid	Y 02/11/2026
506455759 0000021212	KONICA MINOLTA BUSINESS SYSTEM COPIER MNTHLY MAINT-BIZHUB C258 CH JAN 2 dherrera 001-350-351-41100	01/31/2026 COPIER MNTHLY MAINT-BIZHUB C258 CH JAN 2	02/11/2026	61.16 61.16	0.00	Paid	Y 02/11/2026
114097 0000021207	LAUTERBACH & AMEN, LLP ANALYSIS OF IMPACT OF SB1937 ON POLICE P kdahlstrand 001-300-301-45400	01/29/2026 SB1937 IMPACT ANALYSIS ON POLICE PENSION	03/16/2026	7,600.00 7,600.00	0.00	Paid	Y 02/11/2026
13738388 0000021215	LHH RECRUITMENT SOLUTIONS LHH TEMP-DE MARTINEZ (1/26/26-1/30/26) dherrera 001-400-401-45400 001-600-601-45400 020-700-704-45400 020-700-706-45400	02/11/2026 LHH TEMP-DE MARTINEZ (1/26/26-1/30/26) LHH TEMP-DE MARTINEZ (1/26/26-1/30/26) LHH TEMP-DE MARTINEZ (1/26/26-1/30/26) LHH TEMP-DE MARTINEZ (1/26/26-1/30/26)	02/11/2026	1,314.13 657.07 328.53 164.27 164.26	0.00	Paid	Y 02/11/2026
FEB26 0000021259	NICOR GAS GAS/BOWER WELL 020-700-704-43800 020-700-706-43800	02/09/2026 dherrera GAS/BOWER WELL GAS/BOWER WELL	02/18/2026	460.60 230.30 230.30	0.00	Paid	Y 02/18/2026
FEB26A 0000021260	NICOR GAS GAS/FOX HOLLOW LIFT 020-700-706-43800	02/05/2026 dherrera GAS/FOX HOLLOW LIFT	02/18/2026	176.71 176.71	0.00	Paid	Y 02/18/2026
FEB26C 0000021261	NICOR GAS GAS/CANTERA 020-700-706-43800	02/09/2026 dherrera GAS/CANTERA	02/18/2026	194.12 194.12	0.00	Paid	Y 02/18/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 02/11/2026 - 02/18/2026

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
<b>FEB26D</b> 0000021262	NICOR GAS GAS/CERNY PARK 001-700-702-43800	02/06/2026 dherrera GAS/CERNY PARK	02/18/2026	181.38 181.38	0.00	Paid	Y 02/18/2026
<b>FEB26F</b> 0000021263	NICOR GAS GAS/WELL #9 020-700-704-43800	02/09/2026 dherrera GAS/WELL #9	02/18/2026	374.27 374.27	0.00	Paid	Y 02/18/2026
<b>FEB26G</b> 0000021264	NICOR GAS GAS/WELL #12 020-700-704-43800	02/06/2026 dherrera GAS/WELL #12	02/18/2026	164.80 164.80	0.00	Paid	Y 02/18/2026
<b>FEB26H</b> 0000021265	NICOR GAS GAS/RAY ST LIFT 020-700-706-43800	02/06/2026 dherrera GAS/RAY ST LIFT	02/18/2026	68.45 68.45	0.00	Paid	Y 02/18/2026
<b>FEB26I</b> 0000021266	NICOR GAS GAS/WARREN AVE LIFT 020-700-706-43800	02/06/2026 dherrera GAS/WARREN AVE LIFT	02/18/2026	67.13 67.13	0.00	Paid	Y 02/18/2026
<b>FEB26J</b> 0000021267	NICOR GAS GAS/TAVERN 001-700-702-48800	02/06/2026 dherrera GAS/TAVERN	02/18/2026	207.10 207.10	0.00	Paid	Y 02/18/2026
<b>FEB26K</b> 0000021268	NICOR GAS GAS/CITY HALL 001-700-701-43800	02/06/2026 dherrera GAS/CITY HALL	02/18/2026	1,054.80 1,054.80	0.00	Paid	Y 02/18/2026
<b>FEB26L</b> 0000021269	NICOR GAS GAS/POLICE DEPT 001-700-701-43800	02/06/2026 dherrera GAS/POLICE DEPT	02/18/2026	1,223.80 1,223.80	0.00	Paid	Y 02/18/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 02/11/2026 - 02/18/2026

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
<b>FEB26M</b> 0000021270	NICOR GAS GAS/MUSEUM 001-700-702-48800	02/06/2026 dherrera GAS/MUSEUM	02/18/2026	107.62 107.62	0.00	Paid	Y 02/18/2026
<b>FEB26N</b> 0000021271	NICOR GAS GAS/WELL #10 020-700-704-43800 020-700-706-43800	02/06/2026 dherrera GAS/WELL #10 GAS/WELL #10	02/18/2026	354.29 177.15 177.14	0.00	Paid	Y 02/18/2026
<b>FEB26O</b> 0000021272	NICOR GAS GAS/MUSEUM 001-700-702-48800	02/06/2026 dherrera GAS/MUSEUM	02/18/2026	237.54 237.54	0.00	Paid	Y 02/18/2026
<b>FEB26P</b> 0000021273	NICOR GAS GAS/PUBLIC GAS 001-700-701-43800	02/06/2026 dherrera GAS/PUBLIC GAS	02/18/2026	6,633.05 6,633.05	0.00	Paid	Y 02/18/2026
<b>91307</b> 0000021249	PEERLESS NETWORK PHONE SERVICES 02/26 001-350-351-43400	02/15/2026 dherrera PHONE SERVICES 02/26	02/18/2026	1,700.57 1,700.57	0.00	Paid	Y 02/17/2026
<b>020626</b> 0000021204	SUMMERLAKES HOA FINAL REFUND OF CASH LOC - 2021-1001 001-000-000-22309	02/06/2026 kdahlstrand FINAL REFUND OF CASH LOC - 2021-1001	02/11/2026	8,550.00 8,550.00	0.00	Paid	Y 02/11/2026
<b>33936</b> 0000021257	THIRD MILLENNIUM UB RENDERING-MAILED 2/10/26 020-700-704-44700 020-700-706-44700	02/12/2026 dherrera UB RENDERING-MAILED 2/10/26 UB RENDERING-MAILED 2/10/26	02/18/2026	2,347.40 1,173.70 1,173.70	0.00	Paid	Y 02/18/2026
<b>021126</b> 0000021197	WARRENVILLE PARK DISTRICT HOLLY DAY 2025 REIMBURSEMENT 014-100-101-46810	02/02/2026 kdahlstrand HOLLY DAY 2025 REIMBURSEMENT	02/11/2026	6,000.00 6,000.00	0.00	Paid	Y 02/10/2026

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 02/11/2026 - 02/18/2026

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
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# of Invoices:	47	# Due:	0	Totals:	163,769.61	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					163,769.61	0.00	

--- TOTALS BY FUND ---

001 GENERAL	64,749.06	0.00
013 MOTOR FUEL TAX	4,379.79	0.00
014 HOTEL TAX	6,000.00	0.00
020 WATER/SEWER	88,640.76	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000-000 ASSETS & LIABILITIES - ALL	8,795.00	0.00
100-101 HOTEL TAX FUND - EXPENSES	6,000.00	0.00
200-201 ELECTED OFFICIALS	1,938.12	0.00
300-301 ADMINISTRATION	7,600.00	0.00
350-351 CENTRAL SERVICES	28,904.61	0.00
400-401 FINANCE DEPARTMENT	7,227.08	0.00
500-501 POLICE	42.43	0.00
600-601 COMMUNITY DEVELOPMENT	596.53	0.00
700-701 STREETS	8,911.65	0.00
700-702 PARKS & RECREATION	733.64	0.00
700-704 WATER - O & M	5,404.59	0.00
700-706 SEWER - O & M	83,236.17	0.00
700-709 MOTOR FUEL TAX FUND - EXPEN	4,379.79	0.00

CITY OF WARRENVILLE

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

IV. N.

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
<b>010355</b>		<b>59 CLEANERS CORP.</b>			<b>\$281.66</b>
1/31/2026	16791	PD UNIFORM/PW TABLECLOTH CLEANING, JAN 26		2026-01220	\$281.66
001-500-501-47300		UNIFORMS	PD UNIFORM CLEANING, JAN 2026		\$129.74
001-700-703-41000		MAINTENANCE - BUILDING	PW TABLECLOTH CLEANING, JAN 2026		\$151.92
<b>001235</b>		<b>AHW LLC - HAMPSHIRE</b>			<b>\$2,316.81</b>
2/16/2026	12298244	MAINTENANCE AND REPAIR GATOR #318,#324		2026-01250	\$1,630.49
001-700-701-41100		MAINTENANCE - EQUIPMENT	MAINTENANCE AND REPAIR GATOR #318,#324		\$815.25
020-700-704-41100		MAINTENANCE - EQUIPMENT	MAINTENANCE AND REPAIR GATOR #318,#324		\$407.62
020-700-706-41100		MAINTENANCE - EQUIPMENT	MAINTENANCE AND REPAIR GATOR #318,#324		\$407.62
2/16/2026	12298915	MAINTENANCE AND REPAIR GATOR #318,#324		2026-01250	\$686.32
001-700-701-41100		MAINTENANCE - EQUIPMENT	MAINTENANCE AND REPAIR GATOR #318,#324		\$343.16
020-700-704-41100		MAINTENANCE - EQUIPMENT	MAINTENANCE AND REPAIR GATOR #318,#324		\$171.58
020-700-706-41100		MAINTENANCE - EQUIPMENT	MAINTENANCE AND REPAIR GATOR #318,#324		\$171.58
<b>001239</b>		<b>AIRGAS USA, LLC</b>			<b>\$524.37</b>
1/31/2026	5522153980	CYLINDER RENTAL REMAINDER OF FY26		2026-00625	\$401.36
001-700-701-44300		RENT EXPENSE	CYLINDER RENTAL REMAINDER OF FY26		\$200.68
020-700-704-44300		RENT EXPENSE	CYLINDER RENTAL REMAINDER OF FY26		\$100.34
020-700-706-44300		RENT EXPENSE	CYLINDER RENTAL REMAINDER OF FY26		\$100.34
2/9/2026	9169109059	ACETYLENE FOR EQUIPMENT MAINTENANCE		2026-01257	\$123.01
001-700-701-41100		MAINTENANCE - EQUIPMENT	ACETYLENE FOR EQUIPMENT MAINTENANCE		\$123.01

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
<b>001309</b>		<b>ATLAS BOBCAT LLC</b>			<b>\$858.99</b>
2/12/2026	HU1842	REPLACEMENT BROOM EQUIPMENT #304		2026-01247	\$858.99
001-700-701-41100		MAINTENANCE - EQUIPMENT	REPLACEMENT BROOM EQUIPMENT #304		\$858.99
<b>001334</b>		<b>BACKGROUND RESOURCES, INC.</b>			<b>\$58.00</b>
1/31/2026	24566	POLICE OFC CANDIDATE BACKGROUND CHECKS, JAN		2026-01212	\$58.00
001-500-501-48701		INVESTIGATIONS	POLICE OFC CANDIDATE BACKGROUND CKS, JAN		\$58.00
<b>001417</b>		<b>BRAVO SERVICES INC</b>			<b>\$11,220.00</b>
1/31/2026	0000517	EXTRA CLEANING RESTROOM -PW 01/26		3/16/2026	\$110.00
001-700-703-41000		MAINTENANCE - BUILDING	JANITORIAL SERV MM/YY-BLDG		\$110.00
12/29/2026	0000505	CLEANING SERVICES 01/26		2026-01225	\$5,555.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 01/26		\$850.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 01/26		\$1,200.00
001-700-702-48800		ALBRIGHT EXPENSES	CLEANING SERVICES 01/26		\$225.00
001-700-702-46700		VETERANS MEMORIAL	CLEANING SERVICES 01/26		\$675.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 01/26		\$855.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 01/26		\$1,750.00
1/31/2026	0000512	CLEANING SERVICES 02/26		2026-01227	\$5,555.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 02/26		\$850.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 02/26		\$1,200.00
001-700-702-48800		ALBRIGHT EXPENSES	CLEANING SERVICES 02/26		\$225.00
001-700-702-46700		VETERANS MEMORIAL	CLEANING SERVICES 02/26		\$675.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 02/26		\$855.00
001-700-703-41000		MAINTENANCE - BUILDING	CLEANING SERVICES 02/26		\$1,750.00

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
<b>001427</b>		<b>BROWNELLS, INC.</b>			<b>\$479.26</b>
1/29/2026	2026412644596	GUN CLEANING/GUN USE SUPPLIES		2026-01232	\$479.26
001-500-501-47210		AMMUNITION & SUPPLIES	GUN CLEANING/GUN USE SUPPLIES		\$479.26
<b>001465</b>		<b>CASE LOTS, INC.</b>			<b>\$1,590.80</b>
2/19/2026	6605	PAPER PRODUCTS - JANITORIAL SUPPLIES ALL BUILDINGS		2026-00003	\$1,590.80
001-350-351-47100		OFFICE SUPPLIES	PAPER PRODUCTS-JANITORIAL SUPPLIES		\$1,590.80
<b>001488</b>		<b>CCS CONTRACTOR EQUIPMENT &amp;</b>			<b>\$718.35</b>
2/11/2026	585926	CONCRETE CUTTING BLADE(1)		2026-01241	\$19.95
001-700-701-47220		SMALL TOOLS	CONCRETE CUTTING BLADE(1)		\$19.95
2/12/2026	586010	DEWALT EPOXY(24 TUBES)		2026-01274	\$698.40
001-700-701-44000		MAINTENANCE - STREET LIGHTS	DEWALT EPOXY(24 TUBES)		\$698.40
<b>001484</b>		<b>CHRISTINE CHARKEWYCZ</b>			<b>\$2,230.00</b>
2/1/2026	128	CITY PROSECUTOR SRVS, TRAFFIC COURT, 01/2026		2026-01213	\$2,230.00
001-250-251-45101		LEGAL - CITY PROSECUTOR	CITY PROSECUTOR SRVS, TRAFFIC CT 01/2026		\$2,230.00

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
<b>001572</b>		<b>COLLEGE OF DUPAGE</b>			<b>\$3,926.50</b>
1/30/2026	008100787	QTRLY RANGE QUALS, 1/6/26-1/22/26, RANGE/AMMO		2026-01214	\$3,628.50
001-500-501-45400		OTHER PROFESSIONAL SERVICES	QTRLY RANGE QUALS, 1/6/26-1/22/26, RANGE		\$900.00
001-500-501-47210		AMMUNITION & SUPPLIES	QTRLY RANGE QUALS, 1/6/26-1/22/26, AMMO		\$2,728.50
2/6/2026	17986	MOSSEY TUITION/WILK REGISTRATION, TRNG(S)		2026-01215	\$298.00
001-500-501-44400		TRAVEL, TRAINING & MEETINGS	MOSSEY TUITION/WILK REGISTRATION, TRNG		\$298.00
<b>001607</b>		<b>COUNTRYSIDE CUSTOMS, INC.</b>			<b>\$1,000.00</b>
10/9/2025	12293	SQUAD 207 REPAIRS, INSURANCE DEDUCTIBLE, DOL 101825		2026-01265	\$1,000.00
001-500-501-41110		MAINTENANCE - AUTOS	SQUAD 207 REPAIRS, INSURANCE DEDUCTIBLE		\$1,000.00
<b>001639</b>		<b>DAILY HERALD</b>			<b>\$165.60</b>
2/9/2026	367822	CERNY PARK BID ADVERTISEMENT 2/3/26		2026-01256	\$165.60
001-700-702-41100		MAINTENANCE - EQUIPMENT	CERNY PARK BID ADVERTISEMENT		\$165.60
<b>001674</b>		<b>DEUTSCH'S TRUCK REPAIR</b>			<b>\$1,941.14</b>
2/2/2026	79327	TRUCK REPAIRS FLEET #104 AND #129		2026-01248	\$933.98
001-700-701-41110		MAINTENANCE - AUTOS	TRUCK REPAIRS FLEET #104 AND #129		\$933.98
2/4/2026	79347	TRUCK REPAIRS FLEET #104 AND #129		2026-01248	\$1,007.16
001-700-701-41110		MAINTENANCE - AUTOS	TRUCK REPAIRS FLEET #104 AND #129		\$1,007.16

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
<b>001692</b>		<b>DOCU - SHRED</b>			<b>\$140.00</b>
2/6/2026	53865	ON-SITE SHREDDING SERVICE, 02/06/26		2026-01266	\$140.00
001-500-501-45400		OTHER PROFESSIONAL SERVICES	ON-SITE SHREDDING SERVICE, 02/06/26		\$140.00
<b>001760</b>		<b>EDWARD HOSPITAL</b>			<b>\$121.00</b>
1/31/2026	00212416-00	PRE-EMPLOYMENT MEDICAL SCREEN (MARTINEZ, M)			\$121.00
001-300-301-45450		RECRUITMENT EXPENSES	PRE-EMPL MEDICAL SCREEN (MARTINEZ, M)		\$121.00
<b>001772</b>		<b>ELINEUP LLC</b>			<b>\$450.00</b>
2/17/2026	1783	ANNUAL LICENSE RENEWAL, 03/17/26-03/17/27		2026-01267	\$450.00
001-500-501-48701		INVESTIGATIONS	ANNUAL LICENSE RENEWAL, 3/17/26-3/17/27		\$450.00
<b>001784</b>		<b>EMERGENCY TELEPHONE SYSTEM</b>			<b>\$604.00</b>
1/30/2026	26HXGN040	HEXAGON CONTRACT RENEWAL-DUJIS, YR 4 OF 5		2026-01268	\$604.00
001-500-501-42800		COMMUNICATION SERVICES	HEXAGON CONTRACT RENEWAL-DUJIS, YR 4 / 5		\$604.00
<b>001794</b>		<b>ENGINEERING RESOURCE ASSOCIATE</b>			<b>\$10,152.15</b>
2/12/2026	17062200.43	INSPECTIONS THROUGH 1/31/26		2026-00167	\$9,898.84
001-600-601-45300		ENGINEERING	INSPECTIONS THROUGH 1/31/26		\$7,992.56
020-700-705-45300		ENGINEERING	WATER TOWER SURVEY		\$1,906.28

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
2/16/2026	13010400.75	WETLAND REVIEW THROUGH 1/31/26		2026-00167	\$253.31
001-600-601-45300	ENGINEERING	WETLAND REVIEW THROUGH 1/31/26			\$253.31
<b>001788 ENTERPRISE FM TRUST</b>					<b>\$10,888.74</b>
2/4/2026	FBN5564037	FLEET MANAGEMENT 02/26		2026-00035	\$10,888.74
001-500-501-41110	MAINTENANCE - AUTOS	FLEET MANAGEMENT 02/26			\$51.85
001-700-701-41110	MAINTENANCE - AUTOS	FLEET MANAGEMENT 02/26			\$120.13
001-500-502-41110	MAINTENANCE - AUTOS	FLEET MANAGEMENT 02/26			\$0.00
001-600-601-41110	MAINTENANCE - AUTOS	FLEET MANAGEMENT 02/26			\$147.71
001-700-703-41110	MAINTENANCE - AUTOS	FLEET MANAGEMENT 02/26			\$0.00
020-700-706-41110	MAINTENANCE - AUTOS	FLEET MANAGEMENT 02/26			\$128.99
002-700-710-49500	EQUIPMENT PURCHASE	FLEET MANAGEMENT 02/26			\$8,075.91
020-700-705-49500	EQUIPMENT PURCHASE	FLEET MANAGEMENT 02/26			\$2,364.15
<b>001826 FEECE OIL COMPANY</b>					<b>\$1,774.19</b>
1/28/2026	11723	330 GAL DEF TOTE(1) DEF PUMP(1)		2026-01228	\$1,212.94
001-700-701-47600	GAS/OIL EXPENSE	330 GAL DEF TOTE(1) DEF PUMP(1)			\$606.47
020-700-704-47600	GAS/OIL EXPENSE	330 GAL DEF TOTE(1) DEF PUMP(1)			\$303.23
020-700-706-47600	GAS/OIL EXPENSE	330 GAL DEF TOTE(1) DEF PUMP(1)			\$303.24
1/30/2026	842986	332 GALLONS DEF		2026-01229	\$561.25
001-700-701-47600	GAS/OIL EXPENSE	332 GALLONS DEF			\$280.62
020-700-704-47600	GAS/OIL EXPENSE	332 GALLONS DEF			\$140.31
020-700-706-47600	GAS/OIL EXPENSE	332 GALLONS DEF			\$140.32

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
<b>001873</b>		<b>FOX VALLEY FIRE &amp; SAFETY CO.</b>			<b>\$204.00</b>	
2/2/2026	IN00834900	QRTLY SEC RADIO MONIT LEASE-CH 02/26	3/16/2026	2026-01222	\$102.60	
001-700-703-41000		MAINTENANCE - BUILDING		QRTLY SEC RADIO MONIT LEASE-CH 02/26	\$102.60	
2/2/2026	IN00834217	QRTLY SEC RADIO MONIT LEASE-PD 02/26	3/16/2026	2026-01221	\$101.40	
001-700-703-41000		MAINTENANCE - BUILDING		QRTLY SEC RADIO MONIT LEASE-PD 02/26	\$101.40	
<b>001890</b>		<b>FULTON SIREN SERVICES</b>			<b>\$1,182.81</b>	
1/18/2026	3138	COMMUNICATION FAILURE-REPLACED RTU		2026-01254	\$1,182.81	
001-500-502-41100		MAINTENANCE - EQUIPMENT		COMMUNICATION FAILURE-REPLACED RTU	\$1,182.81	
<b>001949</b>		<b>GRAINGER, INC</b>			<b>\$131.16</b>	
2/17/2026	9810161225	TRUCK 127 TOOLBOX TRAY		2026-01259	\$131.16	
001-700-701-41110		MAINTENANCE - AUTOS		TRUCK 127 TOOLBOX TRAY	\$131.16	
<b>001979</b>		<b>HAWKINS, INC</b>			<b>\$5,636.79</b>	
2/10/2026	7337777	WATER TREATMENT CHEMICALS FOR THE WELLS		2026-01251	\$5,636.79	
020-700-704-47700		CHLORINATION SUPPLIES		WATER TREATMENT CHEMICALS FOR THE WELLS	\$5,636.79	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
<b>010424</b>		<b>HIGH STAR TRAFFIC</b>			<b>\$269.05</b>	
2/6/2026	18712	ESTES RD SIGN(1) EMMANUEL BAPTIST SIGN(1)		2026-01230	\$110.60	
013-700-709-44010		MAINTENANCE - STREET SIGNS	ESTES RD SIGN(1)		\$46.90	
013-700-709-44010		MAINTENANCE - STREET SIGNS	EMMANUEL BAPTIST SIGN(1)		\$63.70	
2/6/2026	18713	BARKLEY AVE SIGN(1) CAMBRIDGE ST SIGN(1) NO TRUCK SIGN(1)		2026-01231	\$158.45	
013-700-709-44010		MAINTENANCE - STREET SIGNS	BARKLEY AVE SIGN(1)		\$58.10	
013-700-709-44010		MAINTENANCE - STREET SIGNS	CAMBRIDGE ST SIGN(1)		\$63.70	
013-700-709-44010		MAINTENANCE - STREET SIGNS	NO TRUCK SIGN(1)		\$36.65	
<b>002000</b>		<b>HOERR CONSTRUCTION INC</b>			<b>\$3,000.00</b>	
2/13/2026	126-055	STORM SEWER ROOT CUTTING BURKE AVE		2026-01246	\$3,000.00	
002-700-710-49476		ROAD PROJECTS	STORM SEWER ROOT CUTTING BURKE AVE		\$3,000.00	
<b>002095</b>		<b>IL. STATE POLICE</b>			<b>\$54.00</b>	
1/31/2026	20260104435	LIQ LIC BACKGROUND CKS X2, JAN 2026		2026-01269	\$54.00	
001-500-501-48701		INVESTIGATIONS	LIQ LIC BACKGROUND CKS X2, JAN 2026		\$54.00	
<b>002159</b>		<b>J.G. UNIFORMS, INC.</b>			<b>\$570.00</b>	
2/11/2026	158572	LAW, POP UNIT VEST COVER		2026-01233	\$280.00	
001-500-501-47300		UNIFORMS	LAW, POP UNIT VEST COVER		\$280.00	
2/11/2026	158573	PUENTE, POP UNIT VEST COVER		2026-01234	\$290.00	
001-500-501-47300		UNIFORMS	PUENTE, POP UNIT VEST COVER		\$290.00	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
<b>002192</b>		<b>KAPLAN PAVING LLC</b>			<b>\$12,015.00</b>	
1/19/2026	70931	SALT BRINE(4500 GAL)		2026-01260	\$4,005.00	
013-700-709-41210		MAINTENANCE - STREETS/SALT	SALT BRINE(4500 GAL)		\$4,005.00	
12/10/2025	70104	SALT BRINE (4500 GAL)		2026-01261	\$4,005.00	
013-700-709-41210		MAINTENANCE - STREETS/SALT	SALT BRINE (4500 GAL)		\$4,005.00	
12/1/2025	70093	SALT BRINE(4500 GAL)		2026-01262	\$4,005.00	
013-700-709-41210		MAINTENANCE - STREETS/SALT	SALT BRINE(4500 GAL)		\$4,005.00	
<b>002212</b>		<b>KIMLEY-HORN AND ASSOC. INC.</b>			<b>\$1,950.00</b>	
1/31/2026	268034008-0126	TRAFFIC REVIEW-SERVICES THRU 1/31/26			\$1,950.00	
001-000-000-22503		RECOVERABLE FEES DEPOSITS-7 BREW	TRAFFIC REVIEW-SERVICES THRU 1/31/26		\$1,950.00	
<b>002223</b>		<b>KLUBER ARCHITECTS + ENGINEERS</b>			<b>\$16,472.50</b>	
1/31/2026	10036	PHASE 1 SPACE NEEDS ASSESSMENT APPROVED BY CITY COUNCIL WITH		2026-00901	\$16,472.50	
001-300-301-45400		OTHER PROFESSIONAL SERVICES	PHASE I SPACE NEEDS ASSESSMENT		\$16,472.50	
<b>002355</b>		<b>MENARDS - NAPERVILLE</b>			<b>\$413.66</b>	
2/10/2026	89961	WEST TANK FLOW METER PARTS		2026-01242	\$41.66	
020-700-704-41001		MAINTENANCE - WATER TOWERS	WEST TANK FLOW METER PARTS		\$41.66	
2/17/2026	90226	WEST WATER TOWER FLOW METER PARTS		2026-01252	\$372.00	
020-700-704-41001		MAINTENANCE - WATER TOWERS	WEST WATER TOWER FLOW METER PARTS		\$372.00	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
<b>002365</b>		<b>METROPOLITAN INDUSTRIES</b>			<b>\$1,049.00</b>	
2/10/2026	INV081217	PRESSURE TRANSDUCER FOR WEST TANK		2026-01253	\$1,049.00	
020-700-704-41001		MAINTENANCE - WATER TOWERS	PRESSURE TRANSDUCER FOR WEST TANK		\$1,049.00	
<b>002513</b>		<b>ORBIS SOLUTIONS INC</b>			<b>\$519.00</b>	
2/11/2026	5579319	BOOKING ROOM CAMERA		2026-01270	\$519.00	
001-500-501-49500		EQUIPMENT PURCHASE	BOOKING ROOM CAMERA		\$519.00	
<b>002522</b>		<b>PACE SUBURBAN BUS DIV. OF RTA</b>			<b>\$6,351.50</b>	
1/31/2026	664463	LOCAL SHARE-11/2025			\$1,870.61	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE-11/2025		\$1,870.61	
1/31/2026	664475	LOCAL SHARE-11/2025 RIDESHARE			\$3,078.37	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE-11/2025 RIDESHARE		\$3,078.37	
2/13/2026	664540	LOCAL SHARE-12/2025			\$1,402.52	
001-300-301-46600		SENIOR SERVICES	LOCAL SHARE-12/2025		\$1,402.52	
<b>002581</b>		<b>POMP'S TIRE SERVICE</b>			<b>\$2,050.80</b>	
2/16/2026	330243343	WHEEL REPLACEMENT LOADER #302		2026-01249	\$2,050.80	
001-700-701-41100		MAINTENANCE - EQUIPMENT	WHEEL REPLACEMENT LOADER #302		\$2,050.80	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
<b>010729</b>		<b>PRO FENCE NAPERVILLE</b>			<b>\$4,396.00</b>	
2/13/2026	2132026	EMERALD GREEN LIFT ST. FENCE REPLACEMENT		2026-01133	\$4,396.00	
020-700-706-41000		MAINTENANCE - BUILDING	EMERALD GREEN LIFT ST. FENCE REPLACEMENT		\$4,396.00	
<b>010114</b>		<b>RABINE DOORS &amp; DOCKS LLC</b>			<b>\$295.50</b>	
2/19/2026	8898	OVERHEAD DOOR REPAIR-PW		2026-01264	\$295.50	
001-700-703-41000		MAINTENANCE - BUILDING	OVERHEAD DOOR REPAIR-PW		\$295.50	
<b>010112</b>		<b>RADIATOR EXPRESS &amp; AUTO REPAIR</b>			<b>\$468.77</b>	
2/13/2026	32832	SQUAD 210, WIPER BLADES, 02/13/26		2026-01271	\$38.98	
001-500-501-41110		MAINTENANCE - AUTOS	SQUAD 210, WIPER BLADES, 02/13/26		\$38.98	
2/18/2026	32868	SQUAD 321, OIL CHANGE, 02/18/26		2026-01272	\$88.50	
001-500-501-41110		MAINTENANCE - AUTOS	SQUAD 321, OIL CHANGE, 02/18/26		\$88.50	
2/2/2026	32762	SQUAD 210, OIL CHANGE, 02/02/26		2026-01218	\$88.50	
001-500-501-41110		MAINTENANCE - AUTOS	SQUAD 210, OIL CHANGE, 02/02/26		\$88.50	
2/5/2026	32785	SQUAD 318, OIL CHANGE/WIPERS/AIR FILTERS, 2/5/26		2026-01219	\$252.79	
001-500-501-41110		MAINTENANCE - AUTOS	SQUAD 318, OIL CHANGE/WIPERS/AIR FILTERS		\$252.79	
<b>010129</b>		<b>RAY O'HERRON CO., INC.</b>			<b>\$392.49</b>	
1/28/2026	2458334	STAR BADGE FOR PLAQUE APPLICATION, PERRY		2026-01216	\$100.70	
001-500-501-48700		MISCELLANEOUS EXPENSE	STAR BADGE FOR PLAQUE APPLICATION, PERRY		\$100.70	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
2/2/2026	2459280	GUN AMMUNITION MAGAZINES (GUN CLIPS)		2026-01217	\$291.79
001-500-501-47210		AMMUNITION & SUPPLIES	GUN AMMUNITION MAGAZINES (GUN CLIPS)		\$291.79
<b>010183 ROYAL OAKS TREE CARE</b>					<b>\$9,135.00</b>
2/10/2026	7373	TREE REMOVAL 3S585 WILBUR, PRUNING 27W500 CENTRAL		2026-01238	\$2,335.00
001-700-701-41315		MAINTENANCE - TREES	TREE REMOVAL 3S585 WILBUR		\$570.00
001-700-701-41315		MAINTENANCE - TREES	PRUNING 27W500 CENTRAL		\$1,765.00
2/6/2026	7373-2	TREE REMOVAL CANTERA VILLAGE		2026-01239	\$530.00
001-700-701-41315		MAINTENANCE - TREES	TREE REMOVAL CANTERA VILLAGE		\$530.00
2/10/2026	7374	CERNY PARK TREE TRIMMING		2026-01240	\$6,270.00
001-700-701-41315		MAINTENANCE - TREES	CERNY PARK TREE TRIMMING		\$6,270.00
<b>010186 RSP GRAPHICS, INC.</b>					<b>\$217.00</b>
2/20/2026	3328	AMUSEMENT STICKERS (200)/BUSINESS CARDS-MCGOVERN (500)		2026-01275	\$217.00
001-350-351-44700		PRINTING/PUBLISHING	2026 AMUSEMENT STICKERS (200)		\$149.00
020-700-704-44700		PRINTING/PUBLISHING	BUSINESS CARDS-MCGOVERN (500)		\$34.00
020-700-706-44700		PRINTING/PUBLISHING	BUSINESS CARDS-MCGOVERN (500)		\$34.00
<b>010190 RUSSO'S POWER EQUIPMENT INC.</b>					<b>\$55.98</b>
2/18/2026	SPI21427852	SHOVEL(1) HAND PRUNER(1)		2026-01263	\$55.98
001-700-701-47220		SMALL TOOLS	SHOVEL(1)		\$34.99
001-700-701-47220		SMALL TOOLS	HAND PRUNER(1)		\$20.99

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME				VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL	
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT	
<b>010214</b>		<b>SCHROEDER ASPHALT SERVICES</b>			<b>\$339,700.12</b>	
12/19/2025	2025-496	2025 ROAD PROGRAM (SANCHEZ AREA) APPROVED WITH RESOLUTION R2		2026-00665	\$339,700.12	
013-700-709-49476		ROAD PROJECTS			\$339,700.12	
013-700-709-49476		ROAD PROJECTS			\$0.00	
<b>010337</b>		<b>SUBURBAN ELEVATOR COMPANY</b>			<b>\$280.00</b>	
1/31/2026	4623224270	ELEVATOR REPAIR-CH	3/16/2026	2026-01224	\$280.00	
001-700-703-41000		MAINTENANCE - BUILDING			\$280.00	
<b>010338</b>		<b>SUBURBAN LABORATORIES, INC.</b>			<b>\$4,706.00</b>	
2/6/2026	GA6000790	WATER TESTING - JANUARY 2026		2026-01244	\$4,706.00	
020-700-704-45400		OTHER PROFESSIONAL SERVICES			\$4,706.00	
<b>010393</b>		<b>THOMPSON ELEVATOR INSPECT SERV</b>			<b>\$300.00</b>	
2/10/2026	26-0315	ELEVATOR INSPECTIONS (3)		2026-00482	\$300.00	
001-600-601-45405		ELEVATOR INSPECTIONS			\$300.00	
<b>010454</b>		<b>UNITED RENTALS, INC.</b>			<b>\$1,800.00</b>	
2/4/2026	258311407-001	OSHA COMPETANT PERSON TRAINING (12)		2026-01237	\$1,800.00	
001-700-701-44400		TRAVEL, TRAINING & MEETINGS			\$900.00	
020-700-704-44400		TRAVEL, TRAINING & MEETINGS			\$600.00	
020-700-706-44400		TRAVEL, TRAINING & MEETINGS			\$300.00	

DETAIL COUNCIL REPORT

INVOICES DUE ON/BEFORE 03/03/2026

VENDOR CODE		VENDOR NAME			VENDOR TOTAL
INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	DUE DATE	PO NUMBER	INVOICE TOTAL
GL DISTRIBUTION	GL DESCRIPTION	DESCRIPTION			AMOUNT
<b>010543</b>		<b>WATER PRODUCTS COMPANY</b>			<b>\$243.66</b>
2/11/2026	0333940	WELL 9 AIR RELEASE		2026-01243	\$243.66
020-700-704-41000		MAINTENANCE - BUILDING	WELL 9 AIR RELEASE		\$243.66
<b>010612</b>		<b>YOUNGREN'S INC.</b>			<b>\$5,439.99</b>
1/29/2026	197109	REPLACE INDUCER MOTOR - RTU-3-CH		2026-01245	\$1,333.50
001-700-703-41000		MAINTENANCE - BUILDING	HVAC EQUIPMENT AND PARTS		\$1,333.50
2/4/2026	197375	RTU REPAIR SERVICE 2/3/26-PD	3/16/2026	2026-01223	\$375.00
001-700-703-41000		MAINTENANCE - BUILDING	HVAC EQUIPMENT AND PARTS		\$375.00
2/10/2026	197320	RTU-2 BLOWER WHEEL-PD		2026-01235	\$3,148.79
001-700-703-41000		MAINTENANCE - BUILDING	HVAC EQUIPMENT AND PARTS		\$3,148.79
2/9/2026	197455	LIMIT SWITCH RTU-4-CH		2026-01236	\$582.70
001-700-703-41000		MAINTENANCE - BUILDING	HVAC EQUIPMENT AND PARTS		\$582.70

# of Invoices: 77

Total: \$470,741.34

CITY OF WARRENVILLE  
CITY COUNCIL  
BUDGET PRESENTATIONS MEETING  
Monday, January 26, 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, John Lockett, Judy Wilkie and Bill Weidner

Absent: Alderman Craig Kruckenberg

Also Present: Assistant City Administrator Morgan, Public Works Director Phil Kuchler, Community and Economic Development Director Amy Emery, Finance Director Kevin Dahlstrand, Police Chief Sam Bonilla, Utility Maintenance Superintendent Zach Jardine, Capital Maintenance Superintendent Jamie Clark, Utility Division Crew Leader Kevin McGovern, Street Division Crew Leader Jeff Simmons, City Treasurer Maury Goodman, City Clerk Julie Clark

Absent: City Administrator Cristina White

C. Pledge of Allegiance

Assistant City Administrator Alma Morgan led the Pledge of Allegiance.

II. Fiscal Year 2027 Budget Presentations

A. Public Works

Public Works Director (PWD) Kuchler gave an overview of the Department's FY 2026 completed as well as ongoing projects and a preview of the FY 2027 planned projects. FY 2026 projects included: construction of a new water tower, technical equipment upgrades, road improvements, Phase 1 of Cerny Park improvements, and completion of a Citywide Traffic Study with Traffic Calming Toolkit. FY 2027 projects include: completion of the new water treatment plant, Shaw Drive area street rehabilitation, Phase 2 of Cerny Park improvements, a Space Needs Assessment, Water and Sewer Rate Study, and succession planning.

PWD Kuchler also presented the Department's proposed FY 2027 Decision Package projects, which include plans for GIS Management Services and updates to well site entry and surveillance equipment.

There was discussion regarding who will perform the GIS data management services. PWD Kuchler stated all data collection and analytical services will be conducted by consultants as there is currently no staff position dedicated to perform these duties. He anticipates a future annual maintenance contract with the consultant will be significantly less than the cost of the proposed decision package.

There was discussion regarding when recommendations from the Traffic Study could be implemented. PWD Kuchler implied that minor recommendations approved by Council could be addressed in FY 2027, but larger improvements may require further assessment.

Public Works Department staff was complimented on their work performed throughout the year and for snow removal services performed in the winter. PWD Kuchler noted the City was able to reduce the amount of salt purchased this year.

B. Police Department

Police Chief (PC) Bonilla began the Department budget overview by stressing the priority of engagement within the community. PC Bonilla shared the Department's operational impacts of FY 2026, which included staffing changes, collective bargaining negotiations, the Police Operations Assessment, and improved building security. Other notable accomplishments included: reintroduction of the D.A.R.E program at Bower Elementary School, traffic safety initiatives, staff trainings, and other community engagement programs. He also noted the Department was recognized by Lexipol for excellence in public safety policy maintenance and training.

The Department's FY 2027 priorities include mental health services support, increased building security, continued contract negotiations, Emergency Management Agency (EMA) trainings, IL Law Enforcement Accreditations Program (ILEAP) Tier 2 certification, increased officer engagement in local schools and staff succession planning.

Council members complimented Department staff on the community engagement priorities, especially within the school system. There was discussion regarding coordinated emergency management trainings held with other districtwide agencies, participation in City services provided by the Department, and results from traffic safety initiatives and the Operations Assessment.

III. OFFICIALS AND STAFF COMMENTS

- A. Mayor  
None
  
- B. Aldermen  
None
  
- C. Clerk  
None
  
- D. Treasurer  
None
  
- E. Administrator  
None
  
- F. Attorney  
Not Present

VII. ADJOURN

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

MOTION ADOPTED VIA VOICE VOTE

The regular Council meeting adjourned at 7:25 p.m.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Julie Clark, City Clerk

CITY OF WARRENVILLE  
CITY COUNCIL  
BUDGET PRESENTATIONS WORKSHOP  
Monday, February 9, 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 Pro Tem Barry called the meeting to order at 6:30 p.m.

B. Roll Call

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

Absent: Mayor Andrew Johnson

Also Present: 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, Deputy Chief Ken Dawson, City Treasurer Maury Goodman, and Executive Assistant/Deputy Clerk Dawn Grivetti

Absent: Police Chief Sam Bonilla and City Clerk Julie Clark

C. Pledge of Allegiance

Mayor Pro Tem Barry led the Pledge of Allegiance.

II. FISCAL YEAR 2027 BUDGET PRESENTATIONS

A. Administration Department Presentation

Assistant City Administrator (ACA) Morgan gave the Administration Department's Fiscal Year (FY) 2027 Budget presentation. She highlighted accomplishments in FY 2026, which include: technology improvements, increased public communications via the Citizen Engagement application and social media outlets, CUSD 200 Job Shadow Day, as well as promoting the Inclusion, Diversity, Equity and Awareness Commission's (IDEC) *Smile. Waive. Repeat.* campaign.

ACA Morgan presented the Department's FY 2027 initiatives, which include: identifying facilities and space needs priorities, providing assistance for Phase II of the security camera project, ADA website compliance, staff training,

development and engagement, and continuation of IDEC Autism Friendly Initiatives.

The Administration Department's proposed decision packages to be included in the FY 2027 Budget were discussed. The first project includes a server and array infrastructure upgrade, and the other is the hiring of a part-time administrative intern to assist with special projects in various departments. The intern would likely be a college student working on a master's degree with an interest in public service.

There was discussion regarding the job description for the administrative intern and the number of requests placed using the Citizen Engagement app. ACA Morgan indicated the most common requests were for a streetlight out, brush pickup, right-of-way mowing, damaged mailbox, and watermain leaks.

City Administrator (CA) White stated the administrative intern assignment would follow a university semester schedule and could be for one or two semesters. The program is not intended to be a continuous administrative support position.

She thanked staff from both the Finance and Administration departments as well as those who provide support for the volunteer commissions.

B. Finance Department Presentation

Finance Director (FD) Dahlstrand gave the Finance Department's FY 2027 Budget presentation. He stated that the City received its 32<sup>nd</sup> consecutive Certificate of Excellence in Financial Reporting award given by the Government Finance Officers Association (GFOA) for FY 2024. The City has submitted the FY 2025 audit in anticipation of receiving the same award for FY 2025 financial reporting.

FD Dahlstrand indicated that in FY 2026, the Department experienced staffing changes. However, with the continued implementation of the new Enterprise Resource Planning (ERP) software, BS&A, new efficiencies have been realized. The City now provides a paperless utility billing option. Staff is also working on creating standard operating procedures and succession planning.

In FY 2027, the Department plans to provide Automatic Clearing House (ACH) payments for accounts payable vendors, identify funding opportunities for top priorities identified in the Facilities and Space Needs study, establish a plan for five-year budget forecasting, and establish a multi-year budgeting cycle. The Department will consider any recommendations following the Water and Sewer Rate Study and explore the possibility of separating water and sewer funds into two enterprise funds for improved fund management.

FD Dahlstrand discussed the Department's proposed decision package for FY 2027, which contemplates hiring an outside firm to perform a revenue collection audit to ensure the City is receiving all the revenue that should be received.

Finally, he provided an update on the initiatives for the Tourism and Arts Commission, which include development and funding for an aesthetic enhancement program.

There was discussion regarding how residents can establish an online account for water and sewer billing through the City Engagement Application, how to set up paperless billing, and staffing efficiencies realized as a result of the new ERP system.

There was further discussion regarding revenue collection auditing and how the City budgets for grant awards.

C. Community Development Department Presentation

Community and Economic Development Director (CEDD) Emery gave the Community Development Department's FY 2027 budget presentation. She described the many ways in which the Department is addressing Strategic Plan initiatives. She highlighted the Department's FY 2026 accomplishments, including the ERP software rollout, establishment of the Warrenville Mercantile, the Old Town Redevelopment Site #2 (OTRS #2) purchase and sale agreement, and the relocation of business registration and licensing services to the Department from the Finance Department.

FY 2027 initiatives include anticipated development of OTRS#2, launch of the Warrenville Mercantile, Route 59 Sidewalk and Path improvement project, I-88 corridor market branding partnership with the City of Naperville, and planning and review of new development initiatives.

She commented on FY 2026 and FY 2027 activities and initiatives for the Plan Commission and Economic Advisory Commission, two commissions the Department oversees with staff liaisons.

CEDD Emery discussed the Department's FY 2027 Decision Packages, which include expansion of the Warrenville Mercantile, IL Route 59 Corridor Study and final engineering, and the establishment of a pilot business improvement matching grant program.

There was discussion regarding the proposed cost to the expansion of the Warrenville Mercantile. CEDD Emery explained a proposal to finish the existing sheds and construct additional fully built-out sheds, noting that the full cost of the project can be extended over several budget years.

There was discussion regarding City branding, use of the extended logo to include *Naturally*, and partnering with the City of Naperville on I-88 Corridor marketing. CEDD Emery explained the project would include a unique branding to the corridor.

Alderman Weidner recalled the past existence of a larger, more regional I-88 Corridor Association and suggested staff consider including more municipalities in a marketing partnership.

There was discussion regarding how the proposed pilot business improvement matching grant program would be funded as well as the general scope of the application and distribution process.

Alderman Lockett stated and staff confirmed there are 322 registered businesses in the City.

III. OFFICIALS AND STAFF COMMENTS

A. Mayor

No comments.

B. Aldermen

Alderman Weidner stated that, this month, the Inclusion, Diversity, Equity, and Awareness Commission (IDEC) recognizes Black History Month as part of its monthly heritage recognition program.

C. Clerk

No comments.

D. Treasurer

No comments.

E. Administrator

City Administrator White called attention to the FY 2027 department budget work plans included in the presentations. Further budget discussions will take place at the City Council Budget Workshop on March 14, 2026.

F. Attorney

Not Present

VII. ADJOURN

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

MOTION ADOPTED VIA VOICE VOTE

The regular Council meeting adjourned at 7:31 p.m.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Dawn Grivetti, Executive Assistant/ Deputy Clerk

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

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 (arrived at 6:32 p.m.), Clare Barry, Kathy Davolos, Craig Kruckenberg, John Lockett, and Judy Wilkie

Absent: Bill Weidner (approved)

Also Present: City Attorney Brooke Lenneman, 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, Capital Maintenance Superintendent Jamie Clark, Asset Management Analyst Cassandra Hernandez-Galvan, Community Planner Jack Maszka, Utility Division Crew Leader Kevin McGovern, City Treasurer Maury Goodman, City Clerk Julie Clark, and Executive Assistant / Deputy Clerk Dawn Grivetti

Absent: City Administrator Cristina White

C. Pledge of Allegiance

Mayor Johnson led the Pledge of Allegiance.

II. PUBLIC COMMENTS

There were no public comments.

III. OFFICIALS AND STAFF COMMENTS

A. Mayor

Mayor Johnson distributed the DuPage County Crisis Recovery Center 2025 inaugural report to members of the Council for review.

B. Aldermen

No comments.

- C. Clerk  
No comments.
- D. Treasurer  
No comments.
- E. Assistant City 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 O2026-06, 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

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

ROLL CALL VOTE:

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

Nay: None

MOTION ADOPTED

#### 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

Discussion: Community and Economic Development Director (CEDD) Emery stated the City's Old Town Redevelopment Site #2 is ready for development. She provided a brief history of the site redevelopment and stated staff has identified Denver Capital, LLC as the preferred developer of the site. She recommended approval of a negotiated Purchase and Sale Agreement (PSA) with Denver Capital, LLC. She reminded the Council that approval of the PSA does not immediately result in the sale of the property. Ownership will only transfer after development plans are approved in accordance with the milestones in the agreement.

Representatives of Denver Capital LLC presented their vision of the site and provided examples of mixed use projects completed in the Chicagoland area.

There was discussion regarding a timeline for purchase, planning and groundbreaking. Denver Capital suggested the company could break ground as soon as one year from now. Following development, Denver Capital intends to maintain ownership of the property and rent the units for business and residential use. The City will retain a portion of the total site for passive recreation.

There was discussion regarding the development planning process from application through public hearings and the possible use of Tax Increment Financing (TIF) funds for the project. CEDD stated that, although the property is within a TIF district, there is no request by the developer to use TIF dollars for this project.

ALDERMAN LOCKETT MADE A MOTION seconded by Alderman Wilkie, to approve 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

ROLL CALL VOTE:

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

Nay: None

MOTION ADOPTED

- B. Resolution R2026-11, approving an intergovernmental agreement for the provision of water service to Fermilab.

Discussion: Public Works Director (PWD) Kuchler stated the City's agreement to provide water to Fermilab is expiring, and Fermilab has requested a new agreement to continue to receive water service from the City. The proposed agreement will expire in 2030. PWD Kuchler added that the City charges Fermilab the same rates for water and sewer service as any other customer in the City.

ALDERMAN KRUCKENBERG MADE A MOTION seconded by Alderman Davolos, to approve Resolution R2026-11, approving an intergovernmental agreement for the provision of water service to Fermilab

ROLL CALL VOTE:

Aye: Aldermen: Aschauer, Kruckenberg, Lockett, Davolos, Augustynowicz, Wilkie, and Barry  
Nay: None MOTION ADOPTED

- C. Resolution R2026-12, approving and authorizing the expenditure of additional funds under the insurance package from Arthur J. Gallagher & Co.

Discussion: Assistant City Administrator (ACA) Morgan stated that City buildings were appraised after the liability insurance renewal was approved in December 2025. The updated values of the buildings combined with the inclusion of two additional vehicles resulted in a total premium increase.

ALDERMAN LOCKETT MADE A MOTION seconded by Alderman Wilkie, to approve Resolution R2026-12, approving and authorizing the expenditure of additional funds under the insurance package from Arthur J. Gallagher & Co.

ROLL CALL VOTE:

Aye: Aldermen: Davolos, Aschauer, Kruckenberg, Augustynowicz, Lockett, Barry, and Wilkie  
Nay: None MOTION ADOPTED

VI. PRESENTATIONS AND DISCUSSION ITEMS

Alderman Barry was scheduled to chair this portion of the meeting but requested Alderman Davolos do so. Mayor Johnson authorized Alderman Davolos to chair this portion of the meeting. Chairman Davolos lead the discussion of the following items.

- A. Consideration of City Council Sponsorship Request from Operation Safe Celebration for Post-Prom Activities

Discussion: Executive Assistant / Deputy Clerk (EA/DC) Grivetti stated the City received a request from Operation Safe Celebration to sponsor this year's post prom activities for both Wheaton Warrenville South and Wheaton North High Schools to be held at Main Event in Warrenville.

There was discussion regarding the possibility of considering approval of a multi-year request in the future. Attorney Lenneman stated the idea could be considered at a later date.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Alderman Wilkie, to 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.

MOTION ADOPTED VIA VOICE VOTE

- B. Consideration of City Council Additional Funding Request from Warrenville Friends of the 4<sup>th</sup> for Independence Day Celebration

Discussion: EA/DC Grivetti presented the Warrenville Friends of the 4<sup>th</sup> Committee's request for additional funding for the 2026 Independence Day Celebration in the amount of \$10,000.

The Committee was praised for their efforts in hosting the annual celebration.

ALDERMAN LOCKETT MADE A MOTION, seconded by Alderman Augustynowicz, to direct staff to include an additional \$10,000 in the FY 2027 Hotel Tax Fund Budget per the Warrenville Friends of the 4<sup>th</sup> Committee's request.

MOTION ADOPTED VIA VOICE VOTE

- C. Consideration of City Council Funding Request from the DuPage Senior Citizens Council

Discussion: Finance Director Dahlstrand presented the DuPage Senior Citizens Council (DSCC) request for funding. He stated that each year, the City budgets \$15,000 to support services provided by the DSCC to Warrenville senior citizens, however, the recent request indicates a funding gap of only \$8,360 for services provided. Staff is requesting Council direction on the final remittance amount for FY 2026.

Clarification was provided that the funding represents the cost of services provided directly to Warrenville residents.

ALDERMAN LOCKETT MADE A MOTION, seconded by Alderman Wilkie, to direct staff to present the DuPage Senior Citizens Council funding request for approval at the next City Council meeting in the amount of \$15,000.

## MOTION ADOPTED VIA VOICE VOTE

- 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

Discussion: PWD Kuchler presented a request for Council consideration to approve a contract with Corrpro Companies, Inc. for the installation of cathodic protection systems at the West Water Tower on Country Ridge Drive, and the South Water Tower on West Street. He noted that the newest water tower near Thornton's gas station already has a cathodic protection system installed, and the tower on Maecliff Drive is scheduled to have the system installed when it is ready to be painted in the coming years.

PWD Kuchler described how the cathodic protection system works and indicated that the system will reduce corrosion, extend the service life of the towers, and protect critical components of the City's drinking water infrastructure.

There was a request for more information regarding how long the protection system extends the life of a tower. PWD Kuchler will provide the information in the summary memo for this item on the next City Council agenda.

There was discussion regarding the City's use of cathodic protection systems on water towers in the past. PWD Kuchler recalled its use on towers in the past and indicated the systems may have been removed and not replaced. Going forward, however, he indicated it is something the City should be considering every time a water tower is painted or repaired.

ALDERMAN BARRY MADE A MOTION, seconded by Alderman Wilkie, to direct staff to present a resolution approving a contact with Corrpro Companies, Inc. to install internal cathodic protection at two City water towers at West Street and Country Ridge Drive.

## MOTION ADOPTED VIA VOICE VOTE

- E. Consideration of contract with Safe Step LLC for sidewalk trip hazard repairs

Discussion: Capital Maintenance Superintendent (CMS) Clark stated staff recently requested a free evaluation of a small area of City sidewalks for trip hazards. The resulting analysis reported 417 recommended repairs totaling \$45,324.53. The vendor, Safe Step LLC 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.

There was discussion regarding the location of the area surveyed in and around Summerlakes Subdivision, and the determination of what constitutes a trip hazard. CMS Clark indicated that staff's goal is to proactively locate hazards throughout the community and address all trip hazards within a five year period. He indicated work could begin as soon as April 2026.

ALDERMAN LOCKETT MADE A MOTION, seconded by Alderman Wilkie, to 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.

MOTION ADOPTED VIA VOICE VOTE

- F. Consideration of the DuPage Mayors and Managers Conference 2026 Legislative Action Program

Discussion: Mayor Johnson described the four legislative action programs adopted in 2026 by the DuPage Mayors and Managers Conference including: protecting sustainable municipal pensions, investing in local communities, modernizing public records management, and adapting to evolving mobility choices.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Alderman Wilkie, to direct staff to present a resolution approving the DuPage Mayors and Managers Conference 2026 Legislative Action Program.

MOTION ADOPTED VIA VOICE VOTE

- G. Presentation of an update on the IL Route 59 Corridor Study process

Discussion: Community Planner Maszka presented staff's request for Council review of a Request for Proposals (RFP) to hire professional planning and marketing consultants for the preparation of an IL Route 59 Corridor Plan, resulting from discussions at the City Council and Plan Commission joint meeting held in January 2026. He indicated the proposed study area includes properties along IL Route 59 including properties at and south of the intersection of Route 59 and Batavia Road and properties north of the Route 59 and Butterfield Road intersection. Particular emphasis will be on properties at both intersections as well as City-owned properties.

CP Maszka described the scope and intended outcomes of the project including 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.

Alderman Lockett stated his concern for the cost of the project and recalled a similar review having been conducted 10 years ago for the same area. Considering the process in which the City conducted the redevelopment of the OTRS #2, and the numerous privately owned properties along the Route 59 Corridor, he suggested focusing first on the sale and development of the City-owned property at the northeast corner of Route 59 and Butterfield Road. Following that

development the City can focus on a larger plan for the remainder of the Route 59 Corridor. CP Maszka stated the proposed RFP would include the marketing of the City-owned property as well as the entire Route 59 Corridor. Alderman Lockett requested the inclusion of a narrowed scope for the project of just the intersection of Route 59 and Butterfield Road.

Alderman Kruckenberg suggested a study of the entire corridor might provide the City with a more cohesive view of what may work best throughout the corridor instead of in just one area.

CEDD Emery reminded the Council that the current Corridor Plan is outdated by current market standards and would benefit from a refresh. A complete Corridor Plan could provide the City with a consistent plan that is aesthetically identifiable as Warrenville. A complete plan could set forth a foundation to direct the City's proposed grant program supporting redevelopment.

Alderman Barry addressed the current condition of properties at the Route 59 and Batavia Road intersection that need improvement. She suggested the region would benefit from a complete-corridor study that could drive future development within and south of the described corridor.

#### ITEM PRESENTED FOR INFORMATIONAL PURPOSES ONLY

#### H. Consideration of Solicitations and Street Closure Request for the 2026 Bike Rodeo

Discussion: Asset Management Analyst Hernandez-Galvan presented the Bicyclist and Pedestrian Advisory Commission's request to solicit donations for the upcoming Bike Rodeo on May 16. She further requested the closure of a portion of Stafford Place for the event.

Alderman Lockett again suggested the annual request be approved for multiple years.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Alderman Wilkie, to 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.

#### MOTION ADOPTED VIA VOICE VOTE

#### I. Consideration of Bid Letting and Construction Engineering for 2026 Construction Projects Prior to Approval of the FY 2027 Budget

Discussion: PWK Kuchler presented staff's request for 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 in an effort to garner more competitive bid prices.

ALDERMAN LOCKETT MADE A MOTION, seconded by Alderman Wilkie, to 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.

MOTION ADOPTED VIA VOICE VOTE

- J. Consideration of Change Order No. 1 to the contract with Maguire Iron, Inc. for the West Tower Riser Pipe Replacement Project

Discussion: PWD Kuchler indicated the City contract with Maguire Iron, Inc. for the replacement of a leaking riser pipe in the West Water Tower contemplated using a replacement pipe of a smaller diameter than the one needed to satisfy certain operational, hydraulic, and system performance requirements. Change Order No. 1 to the contract modifies the scope to accommodate the larger diameter pipe and the increased cost associated with it.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Alderman Wilkie, to 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.

MOTION ADOPTED VIA VOICE VOTE

- K. Discussion of FY 2027 Preliminary Citywide Work Plan

Discussion: ACA Morgan stated a new line item, CW1-10, was added to Tier One Initiatives to accommodate the U.S. Department of Justice's requirement that all city websites and mobile apps be accessible to people with disabilities under the ADA by April 2027. Additionally, 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.

ITEM PRESENTED FOR INFORMATIONAL PURPOSES ONLY

- L. Presentation of the Warrenville Mercantile Advisory Workgroup and request for alderman volunteer representative

Discussion: CEDD Emery stated staff will be meeting with community stakeholders to obtain guidance, community perspective, and feedback on the operations of the Warrenville Mercantile and to establish goals for the Mercantile. Alderman Wilkie volunteered to be the Council representative for the workgroup.

## VII. INFORMATIONAL REPORTS

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

- 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

Police Chief Bonilla read the letter of appreciation received from the Addison Police Chief recognizing assistance received from Warrenville police officers.

VIII. CLOSED SESSION

There was no stated need for a Closed Session.

IX. ADJOURN

ALDERMAN LOCKETT MADE A MOTION, seconded by Alderman Wilkid to adjourn.

MOTION ADOPTED VIA VOICE VOTE

The regular Council meeting adjourned at 7:43 p.m.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Julie Clark, City Clerk

**RESOLUTION NO. R2026-17**

**A RESOLUTION APPROVING THE STIPULATED SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF WARRENVILLE AND LASALLE BANK, N.A., AS TRUSTEE,  
AND FINAL ORDER OF JUDGMENT (25 ED 005; MACK 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, on April 7, 2025, the City Council adopted Ordinance No. O2025-17, authorizing the acquisition of certain easements and fee simple portions of several properties, including 29W530 Mack Road, Warrenville, Illinois ("**Property**"); and

WHEREAS, on June 18, 2025, the City filed a complaint for condemnation of certain easements and fee simple portions of the Property ("**Real Property**"); and

WHEREAS, the Property is currently owned by LaSalle Bank, N.A., as Trustee, under Trust Number 38793, dated September 12, 1969 and Francine Manilow (now deceased) as the Beneficial Owner of Trust 38793, the Francine R. Manilow Self Declaration of Trust ("**Owners**"); and

WHEREAS, the City and the Owners have reached an agreement to resolve the all pending matters between them regarding the acquisition of the Real Property ("**Settlement Agreement**"); and

WHEREAS, pursuant to the Settlement Agreement, the City will pay \$75,000.00 to the Owner as compensation for the Real Property, and the pending condemnation case will be resolved pursuant to an agreed final order of judgment ("**Agreed Final Order**"); 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 Agreed Final Order and enter into the Settlement Agreement with the Owners, 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: Approval of Settlement Agreement and Final Order.** The Settlement Agreement is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and the Agreed Final Order is approved in substantially form attached to this Resolution as **Exhibit B**, and in final forms approved by the Mayor and the City's legal counsel.

**SECTION 3: Execution.** The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, the final Settlement Agreement and any other documentation, in forms acceptable to the Mayor and the City's legal counsel, necessary to effectuate the acquisition of the Real Property pursuant to the Settlement Agreement and the Agreed Final Order.

**SECTION 3: Effective Date.** This Resolution shall be in full force and effect following its passage and approval by the City Council 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**  
**SETTLEMENT AGREEMENT**

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS**

THE CITY OF WARRENVILLE, AN ILLINOIS )	)	
MUNICIPAL CORPORATION,	)	Case No. 25 ED 005
Plaintiff,	)	
v.	)	Condemnation
LASALLE NATIONAL BANK, N.A, AS TRUSTEE )	)	Parcel: 0006
UNDER THE PROVISIONS OF A TRUST )	)	0006PE
AGREEMENT DATED THE 12TH DAY OF )	)	0006TE
SEPTEMBER, 1969 KNOWN AS TRUST NUMBER )	)	
38793; FRANCINE MANILOW; AND UNKNOWN )	)	PIN: 04-22-304-003
OWNERS AND NON-RECORD CLAIMANTS, )	)	<b>JURY DEMAND</b>
generally,	)	

Defendants.

**STIPULATION AND SETTLEMENT AGREEMENT**

The Plaintiff, the City of Warrenville, an Illinois municipal corporation (“the City”), and the Defendants LaSalle National Bank, N.A, as Trustee under the provisions of a Trust Agreement dated the 12th day of September, 1969 known as Trust Number 38793 (“Trust 38793”) and Francine Manilow, (now deceased), now known as, the Beneficial Owners of Trust 38793, the Francine R. Manilow Self Declaration of Trust (the “Manilow Trust”) enter into the following Stipulation and Settlement Agreement ("Agreement"):

1. On June 18, 2025, the City filed a Complaint for Condemnation.
2. The City seeks to acquire the following real property rights identified in Paragraph 7 of its Complaint for Condemnation: (a) the full fee simple taking of Parcel 0006, legally described in Exhibit A; (b) the taking of a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TE, legally described in Exhibit C.

3. Parcels 0006, 0006PE and 0006TE are part of a larger parcel with a common address of 29W530 Mack Road, West Chicago, in DuPage County, Illinois (the "Subject Property").

4. On June 18, 2025, Francine Manilow was the sole beneficiary of the Trust 38793 and owned fee simple title to the Subject Property, including, but not limited to, Parcels 0006, 0006PE and 0006TE. On June 24, 2025, Manilow was served with process. Shortly after filing the Complaint for Condemnation and receipt of service of process, Francine Manilow passed away. Following her passing, ownership of the Subject Property was transferred to the Manilow Trust.

5. The City is represented by Amanda J. Ripp, Walker Wilcox Matousek LLP, One North Franklin Street, Suite 3200, Chicago, Illinois 60606

6. Manilow Trust is represented by Chris Hales, Burke Burns & Pinelli, Ltd, 70 West Madison, Suite 4300, Chicago, IL 60602.

7. The City has the authority to exercise the right of eminent domain; the property sought to be taken herein is subject to the exercise of such right; and such right is not being improperly exercised in this proceeding.

8. On January 12, 2026, the Court granted default judgment against defendants Unknown Owners and Non-Record Claimants.

9. The signatories for the parties represent and warrant that they have the authority and the right to enter into this Stipulation and Settlement Agreement on behalf of the City and the Manilow Trust.

10. The parties wish to settle all claims for final just compensation arising out of, or related to, the taking: a) full fee simple title to Parcel 0006; b) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, and c) a temporary easement for

construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TE, including the value of the parts taken, and any and all damage to the remainder caused by the takings, whether claimed or unclaimed.

11. The parties agree that the full and final just compensation for the taking, and any damage to the remainder relating to the taking, of Parcels 0006, 0006PE and 0006TE, whether claimed or unclaimed, is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“Just Compensation”).

12. On March 2, 2026, counsel for the City submitted for adoption by the City a resolution authorizing the acquisition of Parcels 0006, 0006PE and 0006TE in the amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) and settlement of this matter, which was approved as Resolution R2026-      .

13. The parties agree to present the Agreed Final Judgment Order, attached as Exhibit D, to the Circuit Court for entry.

14. Within ten (10) business days of the Court’s entry of the Agreed Final Judgment Order, the City shall deposit the Just Compensation with the DuPage County Treasurer.

15. Upon the deposit of the Just Compensation with the DuPage County Treasurer, the City shall have the right to present to the Circuit Court for entry an order vesting it with title and possession to Parcels 0006, 0006PE and 0006TE, in the form of the order attached as Exhibit E.

16. Upon the deposit of the Just Compensation, the Manilow Trust shall have the right to present to the Circuit Court for entry an order withdrawing the Just Compensation. Within sixty (60) days of receipt of the Just Compensation, the Manilow Trust shall remove all items or improvements, including but not limited to, a gate, fencing, faux brick driveway pillars and the

irrigation spigot, from Parcels 0006, 0006PE and 0006TE. Upon termination of Parcel 0006TE, the Manilow Trust, or its successors or assigns, shall have the right to install any improvements, subject to a building permit from the City, including a gate, fencing, faux brick driveway pillars, within Parcel 0006PE, as long as the improvements do not impact the highway use of Parcel 0006PE.

17. The parties to this Agreement agree to waive their right to a trial by jury.

18. The parties to this Agreement agree to waive any claims for payment of costs and attorneys' fees.

19. The parties to this Agreement agree to waive any claims for payment of interest whether arising by statute or by common law.

20. The parties to this Agreement agree not to appeal this order.

21. This Agreement is the entire and exclusive agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to this eminent domain action.

ACCEPTED AND AGREED:

CITY OF WARRENVILLE

By: \_\_\_\_\_  
Andrew Johnson  
Mayor of the City of Warrentville

CO-TRUSTEES OF TRUST 3879, THE FRANCINE R. MANILOW  
SELF DECLARATION OF TRUST

FIFTH THIRD BANK, N.A.

By: \_\_\_\_\_  
Kristen Stake, Vice President  
Co-Trustee

By: \_\_\_\_\_  
Caroline Brown  
Co-Trustee

**EXHIBIT B**  
**FINAL ORDER**

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
DUPAGE COUNTY, ILLINOIS**

THE CITY OF WARRENVILLE, AN ILLINOIS )	)	
MUNICIPAL CORPORATION,	)	Case No. 25 ED 005
Plaintiff,	)	
v.	)	Condemnation
LASALLE NATIONAL BANK, N.A, AS TRUSTEE )	)	Parcel: 0006
UNDER THE PROVISIONS OF A TRUST )	)	0006PE
AGREEMENT DATED THE 12TH DAY OF )	)	0006TE
SEPTEMBER, 1969 KNOWN AS TRUST NUMBER )	)	
38793; FRANCINE MANILOW; AND UNKNOWN )	)	PIN: 04-22-304-003
OWNERS AND NON-RECORD CLAIMANTS, )	)	<b>JURY DEMAND</b>
generally,	)	

Defendants.

**AGREED FINAL JUDGMENT ORDER**

This matter coming to be heard on the Complaint for Condemnation filed by the City of Warrenville, an Illinois municipal corporation (“the City”) to acquire: 1) full fee simple title for public purposes to real property designated as Parcel 0006, legally described in Exhibit A; 2) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TEHEREBY FINDS:

1. The City is represented by Amanda J. Ripp and Antonia S. Pritchard, Walker Wilcox Matousek LLP, One North Franklin Street, Suite 3200, Chicago, Illinois 60606.

2. Defendants LaSalle National Bank, N.A, as Trustee under the provisions of a Trust Agreement dated the 12th day of September, 1969 known as Trust Number 38793 (“Trust 38793”) and Francine Manilow, (now deceased), now known as, the Beneficial Owners of Trust 38793, the Francine R. Manilow Self Declaration of Trust (the “Manilow Trust”) are represented by Chris Hales, Burke Burns & Pinelli, Ltd, 70 West Madison, Suite 4300, Chicago, IL 60602.

3. Parcels 0006, 0006PE and 0006TE are part of a larger parcel with a common address of 29W530 Mack Road, West Chicago, in DuPage County, Illinois (“Subject Property”).

4. The Court has jurisdiction over the parties and over the Subject Property in this proceeding.

5. The parties have entered into a Stipulation and Settlement Agreement (the "Agreement"), which has been filed with the Court. The parties waive their rights to a trial by jury, incorporate the terms of the Agreement into this Agreed Final Judgment Order, and consent to the entry of this Agreed Final Judgment Order.

6. On June 18, 2025, the City filed a Complaint for Condemnation seeking to acquire: 1) full fee simple title for public purposes to real property designated as Parcel 0006, legally described in Exhibit A; 2) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TE

7. On June 18, 2025, the Manilow Trust owned fee simple title to the Subject Property.

8. The City has authority to exercise the right of eminent domain; the property sought to be taken herein is subject to the exercise of such right; and such right is not being improperly exercised in this proceeding.

9. On January 12, 2026, the Court entered default judgment against Defendants Unknown Owners and Non-Record Claimants.

10. The full and final just compensation for the fee simple taking of the Subject Property, including compensation for the property rights being taken and for any and all damage

to the remainder, whether claimed or unclaimed, arising out of the takings is SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“Just Compensation”).

11. Within ten (10) business days from the entry of this Agreed Final Judgment Order, the City shall deposit with the DuPage County Treasurer \$75,000.00, which is the full and final amount of just compensation agreed to by the parties.

12. Upon the deposit of the Just Compensation with the DuPage County Treasurer, the City shall have the right to present to the Circuit Court for entry an order vesting it with title and possession to the Subject Property, in the form of the order attached at Exhibit D and shall be entitled to obtain a release and satisfaction of the Agreed Final Judgment Order.

13. After the deposit of the Just Compensation, the Manilow Trust may seek withdrawal of the Just Compensation subject to any real estate taxes that may be due and owing.

14. Within sixty (60) days of receipt of the Just Compensation, the Manilow Trust shall remove all items or improvements, including but not limited to, a gate, fencing, faux brick driveway pillars and the irrigation spigot, from Parcels 0006, 0006PE and 0006TE. Upon termination of Parcel 0006TE, the Manilow Trust, or its successors or assigns, shall have the right to install any improvements, subject to a building permit from the City, including a gate, fencing, faux brick driveway pillars, within Parcel 0006PE, as long as the improvements do not impact the highway use of Parcel 0006PE.

15. The parties waive their right to a trial by jury.

16. The parties have waived any claims for payment of costs and attorneys' fees.

17. The parties have waived any claim for interest, statutory or otherwise.

18. The parties have agreed not to appeal this order.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

A. The full and final just compensation, including compensation for the property rights being taken and for any and all damage to the remainder, whether claimed or unclaimed, arising out of the: 1) full fee simple title for public purposes to real property designated as Parcel 0006, legally described in Exhibit A; 2) a permanent easement over, under, across and upon real property designated as Parcel 0006PE, legally described in Exhibit B; and (c) a temporary easement for construction purposes for a period not to exceed five years from the date of vesting of title or until completion of construction operations, whichever occurs first, across and upon Parcel 0006TEis SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) (“Just Compensation”).

B. Upon deposit with the County Treasurer of the Just Compensation within ten (10) business days of the date of this Order, the City shall have the right to obtain possession and to be vested with fee simple title to the Subject Property, the legal descriptions of which are attached at Exhibits A, B and C, and the right to obtain a Release and Satisfaction of Judgment.

C. This is a final judgment order and there is no just reason for delaying enforcement or appeal of this order.

DATE: \_\_\_\_\_

ENTER: \_\_\_\_\_  
JUDGE

Amanda J. Ripp  
Walker Wilcox Matousek LLP  
One N. Franklin Street, Suite 3200  
Chicago, IL 60606  
(312) 244-6700  
(773) 909-9090  
Atty No. 2093569  
[aripp@walkerwilcox.com](mailto:aripp@walkerwilcox.com)



# MEMORANDUM

## City of Warrenville

Phone: 630-836-3050 | Website: [www.warrenville.il.us](http://www.warrenville.il.us)

**DATE:** FEBRUARY 17, 2026

**TO:** MAYOR AND CITY COUNCIL

**AGENDA ITEM:** FINANCIAL PRACTICES & POLICIES DOCUMENT UPDATES

**STAFF CONTACT:** ALMA MORGAN, ASSISTANT CITY ADMINISTRATOR 

### Background:

As part of the annual budget process, City staff review the City of Warrenville Financial Practices and Policies document to identify any gaps, address new policies, or amend existing language. Approved revisions are incorporated into the final adopted FY 2027 Budget. For FY 2027, staff evaluated the section governing employee salaries and wages.

### Analysis:

Upon review of the policy section entitled *Salary, Wage and Employee Benefit Budgeting and Management Policy*, staff identified areas requiring clarification or amendment. The following summarizes the recommended changes. A red-lined and clean version of the policy is attached for reference.

- Updated the General Fund expenditure percentage to more accurately reflect the approximate share allocated to employee wage and benefit costs.
- Clarified how base pay is adjusted when an employee's compensation falls below the minimum of the applicable salary range.
- Amended the Cost-of-Living Adjustment (COLA) section to specify that employees hired after March 1, which is 60 days prior to the start of a new fiscal year, are not eligible for the May 1 COLA increase. The applicable COLA amount is known at the time of hire and is considered in the employee's starting salary.
- Amended merit pay language to clarify that employees must complete one full year of employment to be eligible for a merit increase.
- Updated the Administrator Authority section to reflect an amendment previously approved by City Council on June 7, 2021.

### Recommendation:

Direct staff to incorporate the proposed revisions into the Financial Practices and Policies document as part of the final adopted FY 2027 Budget.

### Attachments:

1. Revised Salary, Wage and Employee Benefit Budgeting and Management Policy.

# Salary, Wage and Employee Benefit Budgeting and Management Policy

## Overview

Historically, approximately ~~67~~75% of the General Fund expenditures in any given fiscal year are committed to employee wage and benefit expenditures. Budgeted payroll projections are based on estimates of authorized positions. ~~The City employee population is comprised of non-represented and represented full-time employees, as well as non-represented part-time employees.~~

## Compensation Assumptions

The stated goal of the City's compensation plan is to pay Warrentville's employees at the 50th percentile of the City's 15 comparable communities. ~~A bi-annual salary survey of the City's 15 comparable communities shall be conducted, in order to assess the City's non-represented, position-by-position, salary proximity to the 50th percentile. A list of the City's comparable communities is included as Appendix "B" entitled "Fifteen Comparable Communities", provides the list of comparable communities and .~~

Appendix B-1, entitled "*Bi-Annual Salary Survey for Non-Represented Positions Evaluation Guidelines Policy*", details how the position classification ranges are evaluated and to be adjusted.

as a result of the bi-annual salary surveyWhen salary ranges are adjusted as a result of a salary survey or other approved action, any employee whose base pay falls below the minimum of the new salary range shall have their pay adjusted to the minimum of the range, effective the date of the range adjustment.

**Cost of Living Adjustment (COLA)** increases for non-represented employees ~~shall are to be~~ considered annually as a part of the City's annual budget process. ~~The basis for COLA recommendations shall consider increases will be~~ the December Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published figure obtained from by the Federal Bureau of Labor Statistics, ~~as well as~~ comparisons to ~~the~~ increases contained in the City's collective bargaining agreements, and local economic conditions.

~~The~~ Assistant City Administrator or City Administrator/Budget Officer typically presents a recommendation for ~~the~~ non-represented employee COLA increases effective ~~the coming~~ May 1, ~~annually in March~~ during a City Council ~~meeting closed session~~ meeting held in March of each year.

Employees hired after March 1 (60 days prior to the beginning of a new fiscal year) shall not be eligible to receive the COLA increase effective May 1. However, they will be eligible for the next COLA cycle the following fiscal year.

Adjustments made solely to bring an employee's compensation to the minimum of the approved salary range following a range adjustment shall not be considered a cost-of-living adjustment.

~~Merit increases for non-represented employees shall be~~ are to be based on the completion of one (1) full year of continuous employment and upon an annual employee performance evaluation covering the prior evaluation period, year and their accordance with the City of Warrenville Employee Compensation Plan Merit Increase Matrix, attached as Appendix "B-2G". Merit increases reflect performance-based progression within an established salary range and do not include adjustments made solely to align pay with the minimum of the approved salary range.

~~Merit increases shall~~ are to be paid out with the regularly scheduled City pay date that encompasses May 1<sup>st</sup>.

~~Any employee that has not completed his/her probationary period by May 1, is eligible for a non-retroactive, merit increase as of the date of the successful completion of the probationary period, utilizing the same City of Warrenville Employee Compensation Plan Merit Increase Matrix and performance evaluation. Employees who have not completed one (1) full year of employment as of May 1 are not eligible for a merit increase for that evaluation cycle and may become eligible either on their one-year anniversary date of employment or during the next fiscal year annual merit cycle following completion of one full year of employment. Merit increases shall not be granted upon completion of a probationary period and shall not be applied retroactively.~~

Employees who are at the top of their salary range as of effective May 1st ~~may be eligible have the ability~~ to receive a Top of the Range cash merit bonus. ~~This payment payment, which~~ is not included in the base ~~hourly~~ rate of pay. The amount of ~~theis~~ lump sum payment shall equal is the difference between the top step of for the given employee's assigned salary range position and the calculated annual wages resulting following the from completion of the applicable merit increase annual performance evaluation process.

Compensation for The City's ~~represented employees is governed by compensation plan is controlled by the applicable~~ collective bargaining agreements between the City and the respective unions.

### **Authorized Strength**

Annually, and prior to the start of each fiscal year, the Assistant City Administrator or City Administrator/Budget Officer will present an Authorized Strength Ordinance, for City Council consideration and adoption. This ordinance is a listing of all city-wide positions (full-time and part-time) and the number of employees authorized to fill each position.

The Authorized Strength Ordinance may be revised at any time during the fiscal year when a position, or the number of employees for a given position, is to be permanently increased or decreased. A revised Authorized Strength Ordinance must be presented to the City Council for consideration.

### **Zero Based Staffing**

During the course of a given fiscal year, a position may become vacant due to retirement, resignation, or layoff. Department Heads are required to complete a Zero Based Staffing form to justify the departmental and City-wide need for filling the vacant position. The form is

submitted to the City Administrator for review and determination whether or not to authorize filling of the position.

**Administrator Authority – Wage Adjustments**

The City Administrator, with the consent of the Mayor, has the authority to adjust the wage rate of an existing employee up to 5% within their approved salary range and to grant one additional week of vacation for an existing employee or job candidate as deemed appropriate in order to attract or retain a quality employee. This authority is limited to non-union employees. ~~Further, any adjustment to wages or vacation under this policy, is limited to one time per employee and~~ must be reported to the City Council.

This policy is limited to special circumstances as determined by the City Administrator. Examples of special circumstances may include potential loss of a high performing employee, increase in job responsibilities, or some other unique circumstance.

For an existing employee, the department head shall provide the City Administrator 1) a brief memo identifying a special circumstance justifying the adjustment, and 2) a completed Pay Adjustment Request Form (Appendix A) or Vacation Benefit Adjustment Form (Appendix B). The City Administrator will review the request and make a recommendation to the Mayor. If both the City Administrator and Mayor approve the request, the City Administrator will initiate a payroll change form. ~~A copy of the memo and forms will be maintained in the employee's personnel file.~~

If the City Administrator, with the consent of the Mayor, negotiates one additional week of vacation benefit time with a prospective employee, the Administrator will provide a copy of the completed Vacation Benefit Adjustment Form to the Assistant City Administrator. The Assistant City Administrator will note the negotiated benefit time in the employment offer letter, which will be maintained in the employee's personnel file. (Policy adopted by City Council October 4, 2010 and revised on June 7, 2021)

# Salary, Wage and Employee Benefit Budgeting and Management Policy

## Overview

Historically, approximately 65% of the General Fund expenditures in any given fiscal year are committed to employee wage and benefit expenditures. Budgeted payroll projections are based on estimates of authorized positions. The City employee population is comprised of non-represented and represented full-time employees, as well as non-represented part-time employees.

## Compensation Assumptions

The stated goal of the City's compensation plan is to pay Warrentville's employees at the 50th percentile of the City's 15 comparable communities. A bi-annual salary survey of the City's 15 comparable communities shall be conducted to assess the City's non-represented, position-by-position, salary proximity to the 50th percentile. Appendix "B" entitled "*Fifteen Comparable Communities*", provides the list of comparable communities and Appendix B-1, entitled "*Bi-Annual Salary Survey for Non-Represented Positions Evaluation Guidelines Policy*", details how the position classification ranges are evaluated and adjusted.

When salary ranges are adjusted as a result of a salary survey or other approved action, any employee whose base pay falls below the minimum of the new salary range shall have their pay adjusted to the minimum of the range, effective the date of the range adjustment.

**Cost of Living Adjustment (COLA)** increases for non-represented employees shall be considered annually as a part of the City's budget process. COLA recommendations shall consider the December Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published by the Federal Bureau of Labor Statistics, comparisons to increases contained in the City's collective bargaining agreements, and local economic conditions.

The Assistant City Administrator or City Administrator/Budget Officer typically presents a recommendation for non-represented employee COLA increases effective May 1, during a City Council meeting held in March of each year.

Employees hired after March 1 (60 days prior to the beginning of a new fiscal year) shall not be eligible to receive the COLA increase effective May 1. However, they will be eligible for the next COLA cycle the following fiscal year.

Adjustments made solely to bring an employee's compensation to the minimum of the approved salary range following a range adjustment shall not be considered a cost-of-living adjustment.

**Merit increases** for non-represented employees shall be based on the completion of one (1) full year of continuous employment and an annual employee performance evaluation covering the prior evaluation period, in accordance with the City of Warrentville Employee Compensation Plan Merit Increase Matrix, attached as Appendix "B-2". Merit increases reflect performance-based progression within an established salary range and do not include adjustments made solely to align pay with the minimum of the approved salary range.

Merit increases shall be paid with the regularly scheduled City pay date that encompasses May 1<sup>st</sup>.

Employees who have not completed one (1) full year of employment as of May 1 are not eligible for a merit increase for that evaluation cycle and may become eligible either on their one-year anniversary date of employment or during the next fiscal year annual merit cycle following completion of one full year of employment. Merit increases shall not be granted upon completion of a probationary period and shall not be applied retroactively.

Employees who are at the top of their salary range as of May 1 may be eligible to receive a Top of the Range cash merit bonus. This payment is not included in the base rate of pay. The amount of the lump sum payment shall equal the difference between the top step of the employee's assigned salary range and the calculated annual wages resulting from the applicable merit increase.

Compensation for represented employees is governed by the applicable collective bargaining agreements between the City and the respective unions.

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payroll change form. A copy of the memo and forms will be maintained in the employee's personnel file.

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**REVOCABLE RIGHT-OF-WAY COVENANT AGREEMENT FORM**

**PREPARED BY AND RETURN TO:**

City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555  
c/o Public Works Director

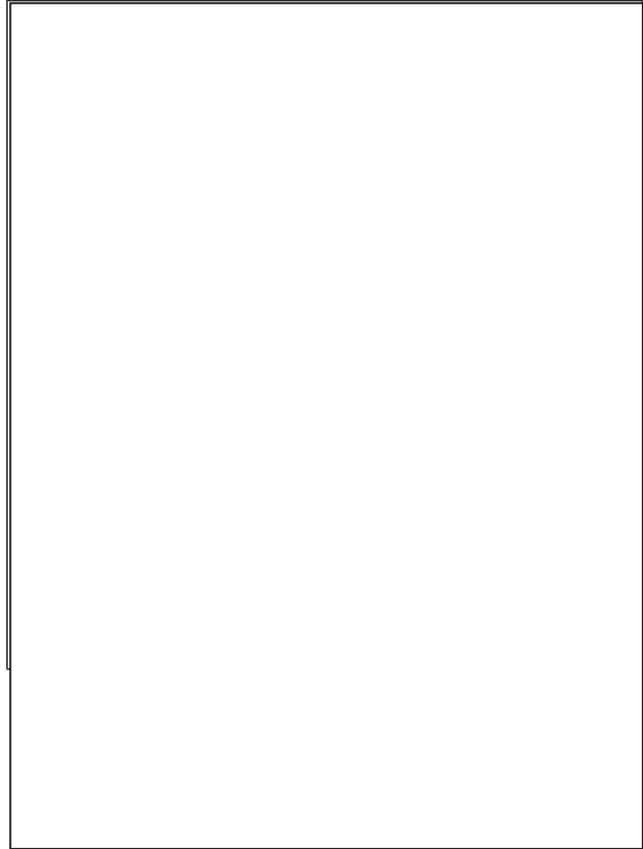
*Revocable Right-of-Way Covenant Agreement #* \_\_\_\_\_

Property Address:  
3S230 Warren Ave \_\_\_\_\_

Warrenville IL 60555 \_\_\_\_\_

P.I.N. 04-35-111-001 \_\_\_\_\_

Permit # \_\_\_\_\_



**CITY OF WARRENVILLE**

**REVOCABLE RIGHT-OF-WAY COVENANT AGREEMENT**

THIS REVOCABLE RIGHT-OF-WAY COVENANT AGREEMENT (the "Agreement") is made and entered into by and between Edmund Lowrie (the "Owner"), the legal title owner of the property legally described below (the "Property"), and the City of Warrenville (the "City") pursuant to Section 7-2-2 of the City of Warrenville City Code."

**WITNESSETH:**

1. The Property, which is subject to the terms, conditions, and provisions of this Agreement, is legally described as follows:

**Legal Description:**

LOT 1 IN BLOCK 2 OF RAY'S SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN BLOCK 8, IN MANNING'S WARRENVILLE SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 26, 27, 34 AND 35 TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO A PLAT OF SAID RAY'S SUBDIVISION RECORDED DECEMBER 30, 1926, IN BOOK 15 OF PLATS, PAGE 89 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. No.: 04-35-111-001

Common Address: 3S230 Warren Ave, Warrenville IL 60555

2. The Owner or the authorized representative of the Owner has herein applied for a Revocable Right-of-Way Permit for permission and authority to occupy, and to do certain work and install certain facilities (collectively, the "Work"), defined further below, on and/or in the City of Warrentville owned right-of-way known as Manning Avenue, and located adjacent to the Owner's property. The Work is described in detail below and/or on the sketch or plans attached hereto as Exhibit A (please electronically submit one complete set of this application and all plans/sketches to the City of Warrentville Community Development Department at 3S258 Manning Avenue):

Encroachment of approximately 3' of an ADA access aisle serving an ADA parking stall at 3S230 Warren Ave. Total access aisle measures approximately 3' x 18' or 54 square feet. Proposed improvements to include hardscape improvements to meet slope requirements and striping.

---

3. The Work authorized by this Agreement shall be completed within \_\_\_\_\_ days after the date of approval by the City; otherwise, this Agreement will be considered null and void. This Agreement covers the operation and presence of specified equipment, material, or facility on the right-of-way which may be related to the authorized work and authorizes specific structures and facilities to remain in the City's right-of-way upon satisfactory completion of the Work.

4. Nothing in this Agreement shall be construed to constitute a dedication of any portion of the structures and facilities installed or constructed in the City's right-of-way pursuant to this Permit to, or an acceptance thereof by, the City, nor shall anything in this Agreement be construed to constitute a dedication of, or other conveyance of property rights in, any portion of the City's right-of-way to the Owner.

5. This Agreement is subject to and includes the conditions and restrictions outlined herein, which are agreed to by the Owner. The agent and person signing this Agreement represent(s) and warrant(s) to the City that he/she is authorized to sign this application and bind the Owner to the following conditions:

A. If the Work includes the planting of a street tree or the installation of other acceptable landscaping improvements, said plantings and related landscaping improvements shall strictly conform with the following criteria:

1. All street trees planted in Right-of-Way shall be selected from a list approved by the City as species that are appropriate for planting within street Right-of-Way. Lists of currently approved and disapproved species are found in Table B-1, B-2 and B-3 of the Arboricultural and Open Space Manual. Additional species may be approved if they meet public safety and maintenance criteria appropriate for street trees, such as well-behaved root system (to minimize possible conflicts between roots and driveways, sidewalks and utilities), limb strength (to minimize falling branches), site lines (to not unduly obscure visibility for vehicular traffic) and robustness (to minimize the need for replacements). All trees for planting in the ROW shall include a standard one-year replacement warranty from the supplier.

2. All landscaping and related improvements in the Right-of- Way shall be installed and maintained substantially in the locations specified on Exhibit A; the City and J.U.L.I.E. will be contacted before planting to get accurate locations for underground utilities. Unless otherwise approved by the Public Works Director, such trees shall not be planted closer than four feet from the tree centerline to any underground utility, curb, sidewalk or driveway.
  3. It is agreed that the City shall have no legal or financial responsibilities to maintain or replace any trees or other landscape improvements planted or installed in the Right-of-Way pursuant to this Agreement.
- B. If the Work includes the installation and maintenance of private underground lawn irrigation improvements subject to the following requirements:
1. The Owner shall execute a Lawn Irrigation Agreement Addendum, which will be attached to this Agreement as Exhibit B.
  2. The design and installation of any underground lawn irrigation shall comply with all applicable City and State permit and code requirements including, but not limited to, backflow prevention requirements.
- C. The Owner shall maintain any and all Work, including any materials planted or placed in the ROW, pursuant to this Agreement according to acceptable industry standards, and as required by the City. This includes trimming of hazardous limbs and branches, removal of fallen branches, and removal of dead trees, if applicable.
- D. Owner agrees and acknowledges that the Agreement issued hereunder is revocable and grants the Owner the permission to perform certain work in right-of-way under the jurisdiction of the City and to thereafter maintain at the sufferance of the City any structures or facilities which are specifically authorized by this Agreement to be in, on, under or over the City's right-of-way. The Owner expressly acknowledges that the City has reserved the right to require the Owner or Owner's successors or assigns at Owner's sole expense, to remove any and all structures or facilities from the City's right-of-way. In the event that Owner fails to remove the structures and facilities upon request, the City may remove same and charge the Owner with any and all costs and expenses which the City has incurred or may incur in connection with such removal, relocation, repair, etc. Any costs which the Owner has incurred in connection with the purchase of any facilities or structure is Owner's sole and exclusive responsibility, and the Owner acknowledges that it has no right to just compensation or any other form of reimbursement or monetary damages should the City elect, at its sole and exclusive option, to require the removal of any structures or facilities from the City's right-of-way.
- E. The Owner represents all parties in interest and shall furnish materials, do all work,

pay all costs and shall in a reasonable length of time restore the damaged portions of the right-of-way to a condition similar or equal to that existing before the commencement of the described Work, including any seeding or sodding necessary.

- F. The Work shall be located and constructed to the satisfaction of the Public Works Director or their duly authorized representative. No revisions or additions shall be made to the proposed Work on the right-of-way without the written permission of the Public Works Director or their duly authorized representative.
- G. The Owner shall at all times conduct the Work in such a manner as to minimize the hazards to vehicular and pedestrian traffic. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Owner and Owner shall comply with all federal, state and local regulations or requirements applicable to the Work.
- H. The Owner agrees to and shall indemnify and hold harmless the City of Warrenville, its officials, officers, employees, agents, volunteers, from and against any and all claims, actions, losses, damages, expenses, reasonable attorneys' fees, costs and expenses of litigation and investigation, for death, personal injury, property damage, claims arising out of the environmental laws or regulations, and any claim or action of any kind, arising out of or related to the Work authorized by this Agreement. This includes, by way of example and not by way of limitation, any and all claims for just compensation, property damage to any structure or facility authorized by this Agreement to be maintained in the City's right-of-way, or any claim of loss of use of the right-of-way by Owner.
- I. The Owner shall not trim, cut or in any way disturb any trees or shrubbery in or along the right-of-way without the approval of the Public Works Director or their duly authorized representative.
- J. The City reserves the right to cause the Owner to make such changes, additions, repairs, alterations, relocations or removals to or of the Work, in whole or in part, or any appurtenances thereto, located on the City's right-of-way, as from time to time may be considered necessary for any reason as determined by the City in its sole and exclusive discretion, for any such purposes as the City may determine, including, without limitation, to abate a nuisance, the health and safety of the public, any relocation, reconstruction, widening or maintaining of the roadway, the installation or maintenance of any public or franchise utility.
- K. The Owner, upon written request by the Public Works Director or their duly authorized representative, shall perform such changes, additions, repairs, alterations, relocations or removals to or of the Work, without expense to the City. Should the Owner fail to make satisfactory arrangements to comply with any such request by the City within a reasonable period of time, the City reserves the right to make such changes, additions, repairs, alterations, relocations, or removals as the

City, in its sole discretion, determines appropriate, and the Owner agrees to pay any and all costs incurred by the City in connection with same. The Owner waives all claims against the City regarding, the required changes, alterations, additions, repairs, relocations or removals to or of the Work installed in the City's right-of-way. Owner shall be responsible for the removal of any landscaping or related improvements installed in the right-of-way pursuant to this permit if any such improvements are determined by the City to be poorly maintained, decaying or dead. Should the Owner fail to remove said improvements within 30 days after notice from the City, the City may remove said improvements and the Owner shall pay all expenses incurred by the City to complete said removal.

- L. This Agreement is effective only as to the right-of-way under the jurisdiction of the City, and Owner shall secure any and all necessary authorizations or permits in order to comply with the provisions of any regulations of the State of Illinois, DuPage County, any other unit of local government, or any state or federal agency having any jurisdiction or authority over the structures or facilities or the right-of-way. Owner shall comply with each and every applicable statute or regulation relating to the construction or maintenance of any structures or facilities.
- M. Owner shall notify City prior to the start of any Work by means of five business day advance written notice personally served on Public Works Director.
- N. If the Owner and the Public Works Director cannot agree on whether the Agreement should be issued or on what conditions would be appropriate, in supplement to the standard conditions set forth herein, the Owner may, within 30 days of the issuance of written notice by the Public Works Director, appeal the Public Works Director's determination to the office of the City Administrator. The decision of the City Administrator shall be final.
- O. Other: This agreement is contingent upon Council approval of a variance to permit a parking space to encroach approximately 10' into the side street setback.

6. The conditions and restrictions of this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner of the Property, the Owner's successors, assigns and grantees, and all parties claiming by through and under them. Enforcement of the provisions of this Agreement may be sought by the City, by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of the Agreement, either to restrain violation, to compel affirmative action, or to recover damages and, in the event the City is the prevailing party, the City shall be entitled to recover its attorney's fees and costs. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including Section 7-2-2.M of the Warrenville City Code.

7. This Agreement will become a permanent record in the file maintained by the Property and shall be recorded, at the expense of the Owner, against the Property in the Office of the DuPage County Recorder of Deeds.

{00127685.1}

8. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the County Treasurer. Any notice to the City under this Agreement shall be given to:

City of Warrenville  
3S258 Manning Avenue  
Warrenville, IL 60555

Attention: Public Works Director

9. This Agreement shall be governed by the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officials.

Email:

Address:

\_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_

Print Name\_\_\_\_\_

Email:

Address:

\_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_

Print Name\_\_\_\_\_

CITY OF WARRENVILLE

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

Philip Kuchler  
Public Works Director

STATE OF ILLINOIS        )

) SS

COUNTY OF DU PAGE        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_(Owner), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_day of \_\_\_\_\_, 20 .

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed, sealed and delivered the said instrument as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

My Commission expires: \_\_\_\_\_

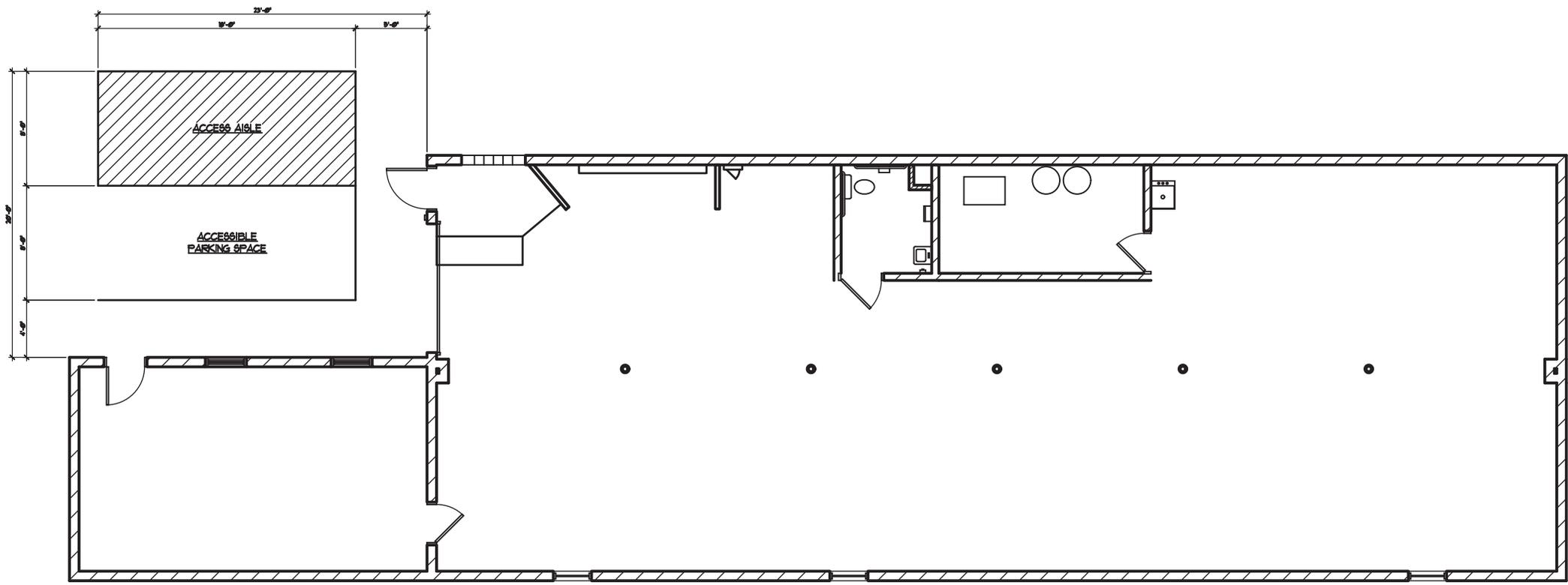
\_\_\_\_\_  
Notary Public

Attachment to Form Agreement:

Exhibit A – Description / Depiction of the Work







**FLOOR PLAN**  
NO SCALE



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.

<b>TIER ONE INITIATIVES</b>				
<b>Item</b>	<b>Project / Program / Activity</b>	<b>Expected Completion Date</b>	<b>Departments</b>	<b>City Plan</b>
<b>Ongoing Projects and Initiatives Expected to Continue</b>				
<b><i>Mack Road Bridge Replacement and Trail Improvement Project</i></b>				
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
<b>Proposed New Projects and Initiatives</b>				
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
<b>Ongoing Projects and Initiatives Expected to Continue</b>				
<b>Route 59 Sidewalk/Path Improvement Project</b>				
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
<b>Proposed New Projects and Initiatives</b>				
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
<b>TIER THREE INITIATIVES</b>				
Item	Project Description	Expected Completion Date	Departments	Other City Plans
<b>Ongoing Projects and Initiatives Expected to Continue</b>				
CW3-1	Administration of Private Property Drainage Assistance Program	4/30/2027	PW, CD	SP - Safe and Healthy Neighborhoods: Legacy Private Infrastructure Challenges
<b>Proposed New Projects and Initiatives</b>				
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.

FY 2026 Community Development Department Work Plan

(last revised by AE 2/24/2026)

**INTRODUCTION**

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

**TIER ONE (HIGHEST PRIORITY) INITIATIVES**

Item	Project / Program / Activity	Expected Completion Date	Status	City Plans
T1-1	BS&A ERP Software Testing, Rollout, Refinements (All)	10/31/2025	Rollout Complete	SP Goal #3 Quality City Services - Effectiveness of Financial Policies
<b>City Property Development</b>				
	* Old Town Redevelopment Site #2 (AKA, Citgo Property) Phase I Redevelopment (KH)			
T1-2	Market Site based on RFP Released in FY25	12/31/2025	RFP Process Complete	Strategic/Ec. Dev. Plan, OT/CC Sub. Plan, TIF #3 Plan, SP Goal #2 Engaged and Connected Community - Spaces for Community Engagement
T1-3	Once Developer identified, define terms of sale, prepare purchase and sale and development agreements, commence entitlement approval process	4/30/2026	PSA Approved; Plans Being Prepared	
	* SDRS#1 (NEC Route 56 and Route 59) (AE)			
T1-4	Facilitate Entitlement Process, Plan Review and associated milestones identified in Purchase and Sale Agreement Approved in FY25	1/30/2026	Developer Opted not to Continue	
<b>Mack Road Bridge Replacement and Trail Project (KH/PK)</b>				
T1-5	Complete Property/Easement Acquisition (CD 22.04)	4/30/2026	Eminent Domain filed for 4 properties	Bikeway Implementation Plan /SP Goal #3 Quality City Services - Maintain and Replace City Infrastructure
T1-6	Coordinate Construction (CD 24.01)	4/30/2027	No started	

**TIER TWO (IMPORTANT) INITIATIVES**

Item	Project Description	Expected Completion Date	Status	Other City Plans
T2-1	Enhance Business Registration/Licensing to further engage directly with local businesses (EDS)	4/30/2026	Initial Newsletter Released in June; Back to School Promo; Merry Market; New Registration Completed in BS&A	SP Goal #1 Energetic & Healthy Economy - Business Retention and Expansion
T2-2	Survey Registered Home Based Businesses to assess needs and priorities (EDS)	10/31/2025	Complete	SP Goal #2 Engaged and Connected Community - Unique Programs and Events
T2-3	Research and consider Adoption of commercial façade and/or interior buildout improvement grant program; Consider Opportunity for test case (EDS)	4/30/2026	Draft Prepared; Under review	SP Goal #1 Energetic & Healthy Economy - Business Retention and Expansion
T2-4	Coordinate Zoning Text Amendments - Including Review of PZ/ZBA Terms and NonConforming Use Standards, EV Readiness amendments, Donation Bins, Murals and Short Term Rentals etc. (JM)	4/30/2026	Completed	SP Goal #3 Quality City Services - Deliver Services Sustainably
T2-5	Evaluate and adopt update to the building code to maintain current requirements for construction, safety and inspection (ML)	4/30/2028	Move to FY28 based on past approval cycles and timing with BCGES	SP Goal #3 Quality City Services - Building and Life Safety
T2-6	Facilitate EAC communication strategy targeted to new residents (ML)	4/30/2026	On Going	SP Goal #3 Quality City Services - Sustainability
T2-7	Development of ADA Transition Plan (KHG/DR)	4/30/2026	Draft Completed; Public Comment Period Underway	SP Goal #3 Quality City Services - Building and Life Safety
T2-8	Develop internal policy to allocate available sanitary capacity and continued coordination with Naperville for Cantera	4/30/2026	Intergovernmental Communication Scheduling to Share Engineering Info	SP Goal #3 Quality City Services- Deliver Services Sustainably and Maintain and Replace City Infrastructure
<b>Route 59 Sidewalk/Path Improvement Project (KH/PK)</b>				
T2-9	Final Engineering Design (CD 23.03)	4/30/2027	Moved to FY27	Bikeway Implementation Plan
T2-10	Complete Property/Easement Acquisition (CD 24.06)	4/30/2027	Moved to FY27	

**TIER THREE (DESIRABLE) INITIATIVES**

Item	Project Description	Expected Completion Date	Status	Other City Plans
T3-1	Expand Phase I pop-up shop program efforts (EDS)	4/30/2026	Fall Launch Complete; Budget Prepared for FY27; Market Operations Planning Underway; Advisory Group Established	SP Goal #2 Engaged and Connected Community - Unique Programs and Events/ED Plan
T3-2	Prepare and release an RFP/RFQ for an IL Route 59 Corridor Market-Based Study focused on vacant/underutilized property and community-supported development sites, corridor beautification, and strategic implementation actions (JM/AE)	4/30/2026	Released in February	SP Goal #1 Energetic and Healthy Community - Business Retention and Expansion
T3-3	Develop a standardized economic development report to release semi-annually	1/30/2026	Completed	SP Goal #1 Energetic & Healthy Economy - Economic Trends
T3-4	Develop Comprehensive Engineering and Public Infrastructure Specifications Manual (DR/KH/PW)	4/30/2026	Nearing Completion	SP Goal #3 Quality City Services - Maintain and Replace City Services
T3-5	Evaluate, prioritize, and initiate Fair Housing Actions to support Community Development Block Grant (e.g., education program on fair housing, community outreach, etc.) (JM)	4/30/2026	Education Program Planned as Part of 2026 Library Series	SP Goal #5 Safe and Healthy Neighborhoods - Promote Housing Options
T3-6	Assist Dupage County with Ferry Creek Restoration Watershed Planning	4/30/2026	DuPage County applying for an IEPA Watershed Study Grant. If approved, after plan complete, apply for additional grants for implementation work	SP Goal #3 Quality City Services- Sustainability
T3-7	I-88 Corridor Collaborative Marketing/Branding effort with the City of Naperville to promote Innovation Corridor to increase occupancy of vacant spaces and promote coordinated redevelopment of underutilized sites (e.g., BP Campus)	12/31/2026	Request received; Exploratory meeting to be scheduled	SP Goal #1: Energetic and Healthy Economy

**LEGEND FOR STAFF RANKING/PRIORITIZATION OF WORK PLAN ELEMENTS**

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

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

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

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

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

**OTHER FACTORS TO CONSIDER WHEN EVALUATING FY 2026 WORK PLAN**

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

CITY OF WARRENVILLE  
PLAN COMMISSION/ZONING BOARD OF APPEALS  
DRAFT Minutes of Regular Meeting  
Held on February 19, 2026  
At Warrenville City Hall  
28W701 Stafford Place

**A. CALL TO ORDER**

Chairman Cosgrove called the meeting to order at 7:00 p.m.

**B. ROLL CALL**

PC Present: Tim Cosgrove, Jim Martina, Chris Wilson, Mark Taylor  
Tom Smillie, Katy Ebbesen, Natalie Clemens

PC Excused: Rachel Fawell

PC Absent: Jessica Tullier

ZBA Present: Tim Cosgrove, Jim Martina, Chris Wilson  
Katy Ebbesen, Mark Taylor, Natalie Clemens

ZBA Absent: Jessica Tullier

Also Present: Assistant Community Development Director Kristine Hocking  
Community Planner Jack Maszka  
City Traffic Consultant Justin Opitz, Kimley-Horn

**C. NEW BUSINESS**

**1. 28231 Diehl Road / Who Brew LLC / 7 Brew Zoning Relief**  
**Located east of the southeast corner of Davis Parkway and Diehl Road**  
**(Continued Public Hearing)**

Request for approval of a major planned unit development amendment, site specific amendments, and a variance from the Sign Ordinance for a 7 Brew drive-through coffee establishment.

Staff Presentation:

Planner Maszka summarized the Applicant's revised submittal since the January 22 public hearing:

**Signage Revisions**

- Removal of the smaller "drive-through coffee" chevron-style signs that previously required variance relief.
- Reduction from three wall signs to two, eliminating the need for deviation regarding the number of wall signs.
- Two proposed wall signs remain on the north and west façades.

- Due to the narrow building façade on the north elevation, relief is still required for sign area proportionality, though the sign sizes themselves are identical.

#### **Site Design / Circulation Revisions**

- The drive-through intake lane was redesigned to better funnel vehicles directly into stacking.
- Curb radii were modified to accommodate wider turning vehicles.
- Analysis supporting turning movement modifications was provided.

Justin Opitz, the City's traffic consultant with Kimley-Horn, summarized findings of the updated submittals:

#### **Traffic Review**

- Supplemental traffic analysis focused on a mid-day peak period (approximately 10:00 a.m.), when Seven Brew anticipates higher volume.
- The Davis and Diehl intersection was evaluated and concluded that the intersection retains sufficient capacity to accommodate traffic volumes.
- Concurred that the proposed operational plan, including employee traffic management, would likely address high volume traffic days.

Assistant Director Hocking reviewed engineering comments including:

#### **Engineering Review**

- Stated minor revisions were needed based on Illinois-specific ADA signage details.
- Canopy lighting is regulated as gas station canopy lighting and meets requirements.

#### PC/ZBA Questions and Comments:

- Commissioner Wilson thanked the Applicant for updated submittals based on commission feedback.
- Commissioner Clemens noted her preference for the shielded lighting design and suggested moving the north wall sign higher on the façade.
- Chairman Cosgrove requested clarification that the turning radius was revised. Mr. George stated that the turning radius was increased and that an updated truck turning exhibit was submitted.
- Chairman Cosgrove commented that the sign site specific amendments are required based on the small scale of the building.
- Chairman Cosgrove requested clarification about subdivision mentioned in the staff report. Planner Maszka clarified that the PUD approval criteria reference provisions and covenants for future subdivision of the property. He noted there is no subdivision planned for this property and that one would require review and approval by the City.

#### Public Testimony:

None.

CHAIRMAN COSGROVE MADE A MOTION THAT THE PLAN COMMISSION RECOMMEND CITY COUNCIL APPROVAL OF THE MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT AND SITE SPECIFIC AMENDMENTS FOR THE 7 BREW DEVELOPMENT AT 28231 DIEHL ROAD IN ACCORDANCE WITH THE CITY STAFF REVIEW COMMENTS IN THE FEBRUARY 19, 2026, STAFF REPORT. SECONDED BY COMMISSIONER SMILLIE. CHAIRMAN COSGROVE REQUESTED A VOICE VOTE. MOTION PASSED UNANIMOUSLY. MOTION CARRIED.

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

**D. PUBLIC COMMENT**

None.

**E. INFORMATIONAL ITEMS**

**1. City of Warrenton 2026 Zoning Map**

**F. APPROVAL OF MINUTES**

**1. Regular Meeting Minutes of January 22, 2026**

CHAIRMAN COSGROVE MADE A MOTION TO APPROVE THE MINUTES AS AMENDED FOR JANUARY 22, 2026. SECONDED BY COMMISSIONER CLEMENS. CHAIRMAN COSGROVE REQUESTED A VOICE VOTE. MOTION PASSED. MOTION CARRIED. COMMISSIONER TAYLOR ABSTAINED.

**G. CHAIRMAN'S REPORT**

Chairman Cosgrove requested Planner Maszka provide an update on a number of projects approved by the City in 2025.

**H. ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

None.

**I. PLANNER'S REPORT**

Community Planner Maszka provided a preview of the next meeting's agenda.

**J. MAYOR'S REPORT**

None.

**K. ADJOURN**

CHAIRMAN COSGROVE MADE A MOTION TO ADJOURN THE MEETING AT 8:31 PM. SECONDED BY COMMISSIONER CLEMENS. CHAIRMAN COSGROVE ASKED FOR A VOICE VOTE. MOTION PASSED UNANIMOUSLY. MOTION CARRIED.

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Jack Maszka, Community Planner