

EXHIBIT A

COST SHARING AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND JEFF GROSS AND WENDY HAYUM-GROSS FOR 1224 OSWEGO ROAD

This Cost Sharing Agreement (also referenced herein as “**AGREEMENT**”) is entered into by and between the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540 (hereinafter referred to as the “**CITY**”), and Jeff Gross and Wendy Hayum-Gross (“**OWNERS AND DEVELOPERS**”) with an address of 600 Joshua Court, Naperville, IL 60540. The CITY and the OWNERS AND DEVELOPERS, as defined herein, are together hereinafter referred to as the “**parties**” and sometimes individually as “**party**”.

1. WHEREAS, OWNERS AND DEVELOPERS are the owners and developers of the property located at 1224 Oswego Road, Naperville, Illinois 60540 which is legally described on **Exhibit A** and depicted on **Exhibit B** and is hereinafter referred to as the “**SUBJECT PROPERTY**”.

2. WHEREAS, in order to obtain CITY sanitary service for the future redevelopment of the SUBJECT PROPERTY, it will be necessary to extend the sanitary main on Oswego Road (the “**EXTENSION**”) and to provide a sanitary connection from the Oswego Road Sanitary Extension to the SUBJECT PROPERTY (the “**CONNECTION**”); AND

3. WHEREAS, the OWNERS AND DEVELOPERS have agreed to design and construct the EXTENSION and CONNECTION; and

4. WHEREAS, the City will reimburse the OWNERS AND DEVELOPERS’S for the costs and expenses of the design and construction of the EXTENSION as provided herein; and

5. WHEREAS, OWNERS AND DEVELOPERS shall be solely liable for the costs and expenses of the CONNECTION as provided herein.

NOW THEREFORE, this AGREEMENT is entered into by and between the CITY and the OWNERS AND DEVELOPERS as follows:

1. **RECITALS INCORPORATED.** The above-stated recitals are a material part of this AGREEMENT and are hereby incorporated in this Paragraph 1 by reference. All exhibits attached or referenced herein shall be deemed incorporated herein and made part hereof.
2. **SANITARY SERVICE IMPROVEMENTS.** Subject to the reimbursement provisions for the EXTENSION as provided herein, it shall be the OWNERS AND DEVELOPERS’S sole responsibility to design and construct the EXTENSION and CONNECTION in accordance with the approved Final Engineering Plans for 1224 Oswego Road, prepared by Civil & Environmental Consultants, Inc., dated and last revised February 27, 2025, as those plans may be modified with the written consent of the City Engineer and the Director of the Department of Public Utilities-Water/Wastewater (“**Final Engineering Plans**” set forth in **Exhibit C**).

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- a. EXTENSION. OWNERS AND DEVELOPERS shall construct approximately six hundred and sixty-eight feet (668') of eight-inch (8") PVC (sanitary main) for the EXTENSION in accordance with the Final Engineering Plans. Only the EXTENSION is subject to reimbursement from the CITY.
 - b. CONNECTION. OWNERS AND DEVELOPERS shall construct approximately sixty-eight feet (68') of six-inch (6") PVC for the CONNECTION which will connect the SUBJECT PROPERTY to the EXTENSION in order to provide a future sanitary service connection for the SUBJECT PROPERTY in accordance with the Final Engineering Plans.
 - c. COMPLETION. Both the EXTENSION and the CONNECTION shall be completed by the OWNERS AND DEVELOPERS and approved by the Director of DPU-WATER/WASTEWATER ("DPU-W/WW") prior to issuance of any temporary or final occupancy permit for the SUBJECT PROPERTY.
3. **REIMBURSEMENT FOR THE OSWEGO ROAD SANITARY MAIN EXTENSION.**
- 3.1 Subject to the provisions set forth herein, the City shall reimburse the OWNERS AND DEVELOPERS for the actual costs of construction of the EXTENSION constructed pursuant to the approved final engineering plans ("Final Engineering Plans") set forth in Exhibit C, as may be amended subject to the written approval of the Director of DPU-W/WW.
 - 3.2 The Engineer's Estimated Opinion of Public Improvements ("EOPCC") prepared by Civil & Environmental Consultants, Inc., dated February 27, 2025 and last revised on September 27, 2025, attached hereto as Exhibit D, reflects the estimated cost to be reimbursed to the OWNERS AND DEVELOPERS by the CITY for the EXTENSION.

All reimbursements made by the CITY hereunder shall be subject to compliance with the provisions of Section 7-3-6-2 of the Naperville Municipal Code (Subdivision Regulations: Required Improvement: Contract Participation Over Fifty Thousand Dollars).
 - 3.3 CITY Responsibilities:
 - 3.3.1 Within thirty (30) days of receipt of the project specifications for the EXTENSION and the CONNECTION, the CITY shall notify OWNERS AND DEVELOPERS with its recommended approval, denial, or modifications of the project specifications;
 - 3.3.2 OWNERS AND DEVELOPERS may submit multiple bids for the CITY's consideration.

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- 3.3.3 Within thirty (30) days of receipt of the submitted bids, the CITY shall review the contract unit prices of the bids for the EXTENSION and CONNECTION and notify the OWNERS AND DEVELOPERS with its recommended approval or denial of the contract unit prices. The CITY and may direct the OWNERS AND DEVELOPERS to solicit additional bids if the submitted bid prices significantly exceed the EOPCC.
- 3.3.4 The CITY shall pay amounts due and owing the OWNERS AND DEVELOPERS as set forth herein and provided in Section 7-3-6-2 of the Naperville Municipal Code.
- 3.4 Subject to the not to exceed amounts as set forth in Section 3.5 below, OWNERS AND DEVELOPERS may submit one or more invoices for reimbursement by the CITY of the costs of the design, construction, and installation of the EXTENSION subsequent to: (i) approval and completion of all required inspections of the EXTENSION conducted by the CITY; (ii) submittal and approval of the required record drawings related to the EXTENSION; (iii) an affidavit, sworn statements and lien waivers from all contractors and material suppliers for the EXTENSION in a form acceptable to the Director of DPU-W/WW; and (iv) documentation to the satisfaction of the Director of DPU-W/WW reflecting the actual costs for design, construction and installation of the EXTENSION in conformance with the Final Engineering Plans or any subsequent field changes approved in writing by the Director of DPU-W/WW. Communications to the Director of DPU-W/WW shall be sent to the address set forth in Paragraph 8 below.
- 3.5 Within thirty (30) days of receipt of the documentation described in Section 3.4 above, the City shall reimburse the OWNERS AND DEVELOPERS for the actual as-built costs of the design, construction, and installation of the EXTENSION. It is anticipated that the amount the CITY will be obligated to reimburse OWNERS AND DEVELOPERS (the "CITY REIMBURSEMENT") for the costs of said EXTENSION will not exceed one hundred and nineteen thousand three hundred and one dollars **(\$119,301.00)**. The CITY REIMBURSEMENT will also include an amount not to exceed fourteen thousand three hundred and nineteen dollars and forty-five cents **(\$14,319.45)** for the engineering costs of the EXTENSION. If OWNERS AND DEVELOPERS determine that either of the foregoing costs will exceed those amounts, OWNERS AND DEVELOPERS shall promptly give written notification to the Director of the DPU-W/WW and the reasons therefor which increase shall be subject to the written approval of the Director of DPU-W/WW.
4. **ACCEPTANCE OF SANITARY MAIN.** The CITY hereby agrees to accept the EXTENSION improvements: (i) after the work associated with said EXTENSION has been completed and approved (including but not limited to passing all testing requirements) by the City Engineer and the Director of the DPU-W/WW; and (ii) upon issuance of a Bill of Sale to the CITY by the OWNERS AND DEVELOPERS for the EXTENSION improvements in a form approved by the CITY; and (iii) submission of a maintenance bond in a form approved by the City equal to ten percent (10%) of the estimated cost of construction of the EXTENSION improvements for a period of one (1) year after acceptance of the improvements by the City Council in accordance with the Naperville Municipal Code. Upon acceptance of said EXTENSION improvements, the City shall be the owner thereof and shall thereafter be responsible for their maintenance, repair and

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replacement.

5. **COMPLIANCE WITH THE PREVAILING WAGE ACT.** The installation of sanitary service for the SUBJECT PROPERTY constitutes a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”) and the OWNERS AND DEVELOPERS shall require all contractors and subcontractors performing such work to comply with the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, as to determine if rates have been revised from time to time, contractors and subcontractors shall refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates HTM> (or such other section of the IDOL website where that information may be located or referenced).
6. **WARRANTY.** The OWNERS AND DEVELOPERS shall correct any defect in material and/or workmanship with respect to the EXTENSION within thirty (30) days of receipt of notice from the CITY, or such longer timeframe as may be agreed to by the Director of DPU-W/WW so long as such notice is issued within one (1) year from the date the EXTENSION is approved by the Director of DPU-W/WW.
7. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS.** OWNERS AND DEVELOPERS shall defend (with legal counsel approved by the CITY, which approval shall not be unreasonably withheld), indemnify, and hold harmless the City of Naperville, and its officers, agents, employees, and representatives from and against any cost, liability, judgment, expenses, attorneys’ fees, claims, actions or damages of any kind, including but not limited to personal injury, death, property damage, and any mechanics or other lien or encumbrance of any kind, arising out of any act or omission of OWNERS AND DEVELOPERS and OWNERS AND DEVELOPERS’S contractor(s) and subcontractor(s) related to OWNERS AND DEVELOPERS’S responsibilities under this AGREEMENT. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the CITY or its officers, agents, and employees, including, but not limited to the Illinois Local Government and Local Governmental Employees Tort Immunity Act.
8. **NOTICE.**

8.1 All documentation required herein and invoices for performance of the EXTENSION shall be sent by OWNERS AND DEVELOPERS to:

City of Naperville - Director of DPU-W/WW
1200 W. Ogden Avenue
Naperville, IL 60540

8.2 All communications to the OWNERS AND DEVELOPERS by the City of Naperville - Director of the Department of Utilities – Water/Wastewater, or their designee, shall be sent

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to:

Jeff Gross and Wendy Hayum-Gross
600 Joshua Court
Naperville, Illinois, 60540

9. **GENERAL PROVISIONS.**

- 9.1 Binding Effect. This AGREEMENT shall be binding upon the parties hereto, and their successors, assigns, and transferees.
- 9.2 Ambiguities. If any term of this AGREEMENT is ambiguous, it shall not be construed for or against either party hereto on the basis that the party did or did not write it.
- 9.3 Choice of Law/Venue. This AGREEMENT shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this AGREEMENT shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 9.4 Complete Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.
- 9.5 Exhibits. All exhibits attached hereto or referenced herein are incorporated herein by reference and made part hereof.
- 9.6 Authority. The officer or representative of the OWNERS AND DEVELOPERS who has executed this AGREEMENT warrant that he/she has been lawfully authorized to execute this AGREEMENT on its behalf. The City Manager and City Clerk hereby warrant that they have been lawfully authorized by the City Council to execute this AGREEMENT.
- 9.7 Effective Date. This AGREEMENT shall be effective upon the date last signed by either party hereto.

Exhibits:

- A - Legal Description of SUBJECT PROPERTY
- B - Depiction of SUBJECT PROPERTY
- C - Final Engineering Plans
- D- EOPCC

/SIGNATURES ON FOLLOWING PAGES/

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OWNERS AND DEVELOPERS:

Wendy Hayum-Gross

Wendy Hayum
Signature

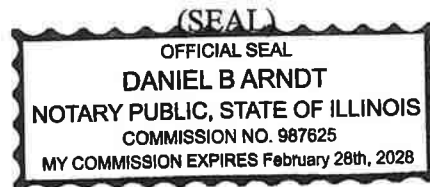
Wendy Hayum-Gross
Printed Name

Owner
Title

The foregoing instrument was acknowledged before me by Wendy Hayum-Gross this

17 day of November, 2025.

Daniel B Arndt
Notary Public



OWNERS AND DEVELOPERS:

Jeff Gross

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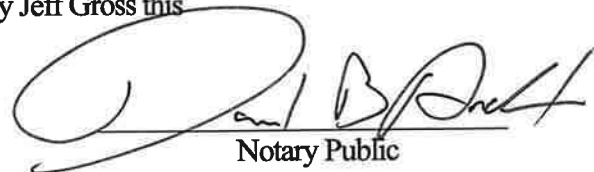

Signature

Jeffrey J Gross
Printed Name

Owner
Title

The foregoing instrument was acknowledged before me by Jeff Gross this

17th day of November, 2025.


Notary Public

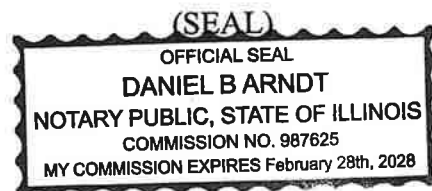


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CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

Attest:

By: _____
Dawn C. Portner
City Clerk

Date: _____