



AGENDA

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026 at 7:00 PM

Village Board Room 740 Hillgrove Avenue, Western Springs, IL 60558

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Karen Martin, Trustee

Phil Nawrocki, Trustee

4. Public Comment

5. Approval of Meeting Minutes

A. February 23, 2026 President and Board of Trustees meeting minutes.

6. General Government Committee Report (Trustee Chen)

A. (Discussion only) ESRI Cloud-Based Enterprise Agreement Renewal 2026-2029

7. Finance Committee Report (Trustee Martin)

A. (Discussion only) South TIF Incentive Rebate Payment to Hawthorn 45, LLC

8. Planning and Zoning Committee Report (Trustee Fink)

9. Public Works & Water Committee Report (Trustee Lewis)

A. Invest in Cook 2026 Grant Program - Gilbert Avenue Resurfacing Project Local Match Resolution (Omnibus Item)

B. (Discussion only) Contract with Water Services Company for the 2026 Water Meter Replacement Project

C. (Discussion only) 2026 State of Illinois Motor Fuel Tax Authorization for Maintenance Items

D. (Discussion only) State of IL CY26-27 Rock Salt Joint Participation Agreement Certificate of Authority by Vote and Joint Purchase Master Contract

E. (Discussion only) Change order for 53rd Street and Flagg Creek Water Main Project

10. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. (Discussion only) Recreation Center and Grand Avenue Community Center Office Furniture - Omnia Partners Purchasing Cooperative and Bid Waiver

11. Public Health & Safety Committee Report (Trustee Avakian)

- A. [Previously discussed] Joint Purchase of Fire Department Self Contained Breathing Appartus (SCBA) from Sole-Source Provider Air One Equipment, Inc. (Omnibus Item)
- B. (Discussion only) Updated Billing Services Agreement with EMS Management & Consultants (EMS/MC)
- C. (Discussion only) Intergovernmental Agreement with the Board of Education of Lyons Township High School District 204 for Reciprocal Reporting, Security Camera Access, and School Resource Officer.

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

The Illinois State Statutes allow a municipality to collectively vote on a group of ordinances, resolutions, and other motions, such as awards of contract, appointments, etc. This is known as an omnibus vote. All the items contained on the omnibus vote list have been previously discussed by the President and Board of Trustees on at least one occasion, and often on several occasions. By placing them on the omnibus vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote. Is there any such request?

14. Consideration of an Omnibus Vote

- A. Motion to approve the February 23, 2026 President and Board of Trustees meeting minutes as read.
- B. Resolution No. 26-2984
A Resolution approving the waiver of the competitive bidding process in lieu of purchase from a sole source provider and authorizing the purchase and delivery of SCBA breathing apparatuses and accessories from Air One Equipment, Inc. of South Elgin, Illinois in an amount not to exceed \$45,150.
- C. Resolution 26-2985
A Resolution approving the filing of an application by the Village of Western Springs for a project to be funded under the Cook County 2026 Invest in Cook program and confirming the financial commitment of the Village (Project: Gilbert Avenue Roadway Resurfacing Project from 47th Street to Ogden Avenue, including installation of ADA ramps and a new pedestrian crossing at Cossitt Avenue)

15. Second to Omnibus Motion/Discussion of Omnibus Motion/Roll Call Vote

16. New Business

17. Old Business

18. Reports

- A. Monthly Financial Report (Trustee Martin)
- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Skrodzki

19. Closed Meeting

- A. Recess and adjourn to closed meeting for discussion of the following:
 - Collective negotiating matters pursuant to 5 ILCS 120/2(c)(2).

20. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, please email accommodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, February 9, 2026

President Heidi Rudolph, Presiding
Call to Order, 7:00 pm
Edward Tymick, Village Clerk

Board Members Present:

Amy Avakian
Nicole Chen
Al Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Board Members Absent:

Scott Lewis

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Heather Valone, Director of Community Development
John Mastandona, Director of Finance
Matthew Supert, Director of Municipal Services
Sean Gilhooley, Director of Law Enforcement
Brian Scott, Director of Fire and EMS
Jill Izzo, Deputy Village Clerk

Electronic Attendance:

None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

RECOGNITION OF ROBERT SCHIMDT

Director Valone introduced the Village Building Official Robert Schmidt and announced his successful completion of the Master Code Professional certification.

PUBLIC COMMENT

None.

APPROVAL OF MEETING MINUTES

The February 9, 2026 President and Board of Trustees meeting minutes were approved as read.

GENERAL GOVERNMENT COMMITTEE REPORT

No report.

FINANCE COMMITTEE REPORT

Trustee Martin indicated that the previously discussed the update to the Village fee schedule that will be on tonight's Omnibus for approval.

Trustee Martin indicated that the previously discussed ordinance implementing a non-home rule municipal retailers' occupation tax and a non-home rule municipal service occupation tax that is on tonight's Omnibus for approval.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink reported that previously discussed updates to the Title 9 Building Code will be on tonight's Omnibus for approval.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Martin reported on behalf of Trustee Lewis and introduced Director Supert who gave a brief update on Woodland Avenue Reconstruction Project which allow for lead service line replacement work to be performed at various properties.

Trustee Martin reported on behalf of Trustee Lewis that the previously discussed professional services agreement with Robinson Engineering is on tonight's omnibus for approval.

Trustee Martin reported on behalf of Trustee Lewis that the previously discussed waiver of the bidding process and vendor contract with sole-source provider Filtration Services, LLC will be on tonight's omnibus for approval.

Trustee Martin reported on behalf of Trustee Lewis that the previously discussed waiver of the bidding process and vendor contract with sole-source provider Ferguson Waterworks is on tonight's Omnibus for approval.

Trustee Martin reported on behalf of Trustee Lewis that the previously discussed waiver of the bidding process and vendor contract with Mohr Oil will be on tonight's Omnibus for approval.

Trustee Martin introduced Director Supert who reported that the new filter membranes have been installed for the Reverse Osmosis system at the Water Treatment Plant. Director Supert indicated that water testing will be conducted monthly with results reported on the Village website.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Chen reported on behalf of Trustee Nawrocki that the following contract renewals are on tonight's Omnibus for approval: Go Painters, Inc. for hydrant painting and streetlight painting; Lakeshore Recycling Systems, LLC for street sweeping and Desiderio Landscaping for tree removal.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Avakian indicated that the joint purchase of a Self-Contained Breathing Apparatus (SCBA) from sole-source provider Air One Equipment, Inc. will be removed from tonight's Omnibus.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for February 23, 2026, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety.

Omnibus:

- A. A motion to approve the February 9, 2026 President and Board of Trustees meeting minutes as read.

B. Ordinance No. 26-3312

An Ordinance amending Titles 1 (Administration), 3 (Business Regulations), 5 (Public Health and Safety), 6 (Police Regulations), 7 (Motor Vehicles and Traffic), 8 (Public Ways and Property), 9 (Building Regulations), and 11 (Franchises and Utilities) of the Western Springs Municipal Code related to Village fees.

C. Ordinance No. 26-3313

An Ordinance implementing a Non-Home Rule Municipal Retailers' Occupation Tax and a Non-Home Rule Municipal Service Occupation Tax in the Village of Western Springs.

D. Ordinance No. 26-3314

An Ordinance amending Title 9 (Building Regulations) of the Western Springs Municipal Code related to Building Code.

E. Resolution No. 26-2980

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois for design and construction engineering of water valve replacements in an amount not to exceed \$46,500.

F. Resolution No. 26-2981

A Resolution approving the waiver of the competitive bidding process in lieu of purchase from a sole source provider and authorizing the approval and execution of a vendor contract to be entered into with Filtration Solutions, LLC of Sussex, New Jersey for the procurement of parts and service for the Amiad iron removal system and authorizing the expenditure of Village funds in an amount of \$95,700.

G. Resolution No. 26-2982

A Resolution authorizing the waiver of the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the purchase of water meters and accessories from Ferguson Waterworks, LLC, of Elgin, IL for a total amount not to exceed \$22,822.08.

H. Resolution No. 26-2983

A Resolution waiving the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the purchase and delivery of fuel from Mohr Oil Co., of Forest Park, Illinois for a total amount not to exceed \$100,000.

I. A motion to approve the following one-year contract renewals with the following vendors: Go Painters, Inc. for hydrant and streetlight painting; Lakeshore Recycling Systems, LLC for street sweeping; and Desiderio Landscaping and Tree Removal, LLC for tree removal.

J. This item was removed from the Omnibus.

Trustees Martin seconded the motion. The motion passed on a roll call vote.

Voting Aye: Avakian, Chen, Fink, Martin, and President Rudolph

Voting Nay: None.

Absent: Nawrocki, Lewis.

REPORTS

Monthly Financial Report (Trustee Martin)

Trustee Martin gave a summary of the January 2026 financial report and moved it be approved, second by Trustee Chen. Motion passed on a roll call vote.

Voting Aye: Avakian, Chen, Fink, Martin,

Voting Nay: None

Absent: Trustees Nawrocki, Lewis

Village President Rudolph

President Rudolph reported that the Woodland Avenue open house was a successful event and well attended.

Village Manager Baer

Manager Baer reported that there have been a lot of phone scams in our area and the Village is hosting a scam awareness information session for seniors on March 5 at 1:00 p.m. at the Wester Springs Senior Center in the Grand Avenue Community Center.

Village Attorney Skrodzki

No report.

ADJOURNMENT

Trustee Chen made a motion to adjourn, seconded by Trustee Martin. Motion passed on a unanimous voice vote. Meeting adjourned at 7:21 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk

DRAFT



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 6.A.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: (Discussion only) ESRI Cloud-Based Enterprise Agreement Renewal 2026-2029

Recommendation

The General Government Committee reviewed this item at their meeting on March 4, 2026 and recommended the approval of the Cloud-Based Enterprise Agreement Renewal with Environmental Systems Research Institute, Inc. (ESRI) for a three-year term for an amount not to exceed \$20,600.00 annually.

Summary

Over the past several years the Village has been working towards increasing the capability of its ESRI Geographic Information System (GIS). Work has included the complete digitization and ongoing management of the Village's capital assets into a comprehensive GIS platform that can be leveraged not only by Village staff, but also by the public using digital mapping applications.

In 2023, the Village Board approved a three-year agreement with ESRI, Inc. for a cloud-based enterprise agreement for hosting GIS related applications and services.

GIS serves as the backbone of the Village's core asset management and capital planning platform and is the central repository for capital infrastructure management. The Village has also successfully launched numerous online GIS applications that further the Village's strategic plan initiatives in multiple categories.

The Village's three-year contract is up for renewal and attached for consideration. ESRI is a sole source provider of the ArcGIS software and online platform. The proposed annual cost for the Village's Cloud-Based Enterprise Agreement Renewal has increased from \$15,500 to \$20,600 annually.

Financial Impact

Account 43015190 50339 and 1203100-55123

2026 Budget \$15,500

Project Cost As required

Recommended Motion

I move to approve the Cloud-Based Enterprise Agreement Renewal with Environmental Systems

Research Institute, Inc. (ESRI) for a three-year term for an amount not to exceed \$20,600.00 annually.

Strategic Plan Alignment

File Attachments

1. Q-566247-20260126-0928



Quotation # Q-566247

Date: January 26, 2026

Customer # 16716 Contract #

Village of Western Springs
 Municipal Services Department
 740 Hillgrove Ave
 Western Springs, IL 60558-1409

ATTENTION: Matthew Supert
 PHONE: (708) 246-1800 x205
 EMAIL: msupert@wsprings.com

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 1/26/2026 To: 4/26/2026

Material	Qty	Term	Unit Price	Total
193253	1	Year 1	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 2	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
193253	1	Year 3	\$20,600.00	\$20,600.00
Population of 0 to 20,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				

Subtotal:	\$61,800.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$61,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Marsriana Datta	Email: mdatta@esri.com	Phone: (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
LOCAL GOVERNMENT CLOUD-BASED
(E214-7)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Online User Types ArcGIS Online Viewer User Types	
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Online Apps and Other	
ArcGIS Online Contributor User Type	8	ArcGIS Location Sharing for ArcGIS Online	8
ArcGIS Online Mobile Worker User Type	25	ArcGIS Online Service Credits	10,000
ArcGIS Online Creator User Type	25		
ArcGIS Online Professional User Type	8		
ArcGIS Online Professional Plus User Type	8		

Other Benefits

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 7.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: (Discussion only) South TIF Incentive Rebate Payment to Hawthorn 45, LLC

Recommendation

The Finance Committee reviewed this item at their March 3, 2026 meeting and recommend the approval of the December 1, 2025 TIF incentive rebate payment to Hawthorn 45, LLC (Foxford) for the increment received for the 2024 Levy year in the amount of \$146,777.06.

Summary

In accordance with resolution number 20-2557, the Village has prepared the *tenth* disbursement and transfer of tax increment financing (TIF) funds to Hawthorn 45, LLC, formerly known as Foxford Station, LLC. The amount to be distributed was calculated by applying 70% to the TIF collections of the 2024 Tax Levy, from tax code (21278), located within the Downtown South TIF District.

Based on the County's report, tax code 21278 generated \$448,164.94 for the 2024 Tax Levy. To-date, all funds have been collected and the allocation of 70% to Hawthorn 45, LLC is calculated at \$313,715.46. A first disbursement was approved in May 2025 representing collection of the first installment property taxes in the amount of \$166,938.40. The remaining amount to be reimbursed for the 2024 Levy Year is **\$146,777.06**.

\$448,164.94	Total Increment Tax Code 21278
313,715.46	Total Payment Due (Full Year) (70% of Tax Code 21278)
\$313,715.46	Total Payment Due (Full Year)
(166,938.40)	Less: First Disbursement (May 2025)
\$146,777.06	Amount due to Hawthorn 45, LLC

Per Resolution number 20-2557, the maximum TIF Incentive Rebate amount is \$2,200,000. To-date, including this disbursement, \$1,343,986.45 has been disbursed.

Financial Impact

Account 5201390-59990

Fund TIF District - South

2025 Budget \$314,000.00 (Original Budget: \$303,550 + Budget Transfer from "Facade/Signage": \$10,450)

Project Cost \$313,715.46 (\$166,938.40 + \$146,777.06)

Recommended Motion

I move to approve the second distribution for the 2024 Levy Year per the Economic Incentive Agreement to Hawthorn 45, LLC in the amount of \$146,777.06.

Strategic Plan Alignment

Economic Development

File Attachments

1. Resolution No. 26-____ re 2025 TIF Reimbursement Payment Thru 12.1.2025 (Foxford Station LLC - Hawthorn 45 LLC) - BOT Appr. 3.24.2026(2051107.1) (002)
2. TIF South - Full 2025 Annual Report as of 02.26.2026

DRAFT 2.25.2026

RESOLUTION NO. 26-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 23, 2026

RESOLUTION AUTHORIZING THE APPROVAL OF THE DECEMBER 1, 2025 TIF INCENTIVE REBATE PAYMENT TO HAWTHORN 45, LLC AND THE TRANSFER OF TIF FUNDS INTO THE DOWNTOWN SOUTH TIF INCENTIVE FUND FOR THE BENEFIT OF THE WESTERN SPRINGS DOWNTOWN SOUTH TIF DISTRICT.

WHEREAS, in 2015, Foxford Station, LLC (“Foxford” or “Developer”), the owner and developer of the real property located at 4441 to 4453 Wolf Road and 4450 Johnson Avenue (the “Property”), received zoning and development approvals from the Village to construct and operate a commercial/residential mixed-use development at the Property (the “Project” or “Development”). The Project is referred to as “Foxford Station”; and

WHEREAS, with the passage of Resolution No. 17-2883 on April 10, 2017, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “TIF Act”), the Village of Western Springs (“Village”) and the Developer entered into a TIF-related economic incentive agreement entitled “REDEVELOPMENT AGREEMENT FOR THE FOXFORD STATION DEVELOPMENT COMPRISING A PART OF THE DOWNTOWN SOUTH TAX INCREMENT FINANCING DISTRICT OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS” (the “TIF Incentive Agreement”), which provides that Foxford will receive an amount not to exceed Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) (the “Maximum TIF Incentive Rebate Amount”) upon completion of the Project, including certain “Public and Required Improvements” (as defined in the TIF Incentive Agreement), in accordance with the Village-approved Final Project Plans and the Village’s Project-related Ordinances, and submission to and approval by the Village of one or more reimbursement requests for reimbursement of TIF-eligible expenses incurred by Foxford relative to the Project (the “TIF Eligible Redevelopment Costs for Foxford Station Project”). The Western Springs Downtown South TIF District is a “pay-as-you-go” funded TIF District, so the payment of “Foxford Incremental Property Taxes” (as defined in the TIF Incentive Agreement) to the Developer in order to reimburse that portion of the Maximum TIF Incentive Rebate Amount authorized for payment by the Village will occur twice per year, over a number of years, as such TIF funds are available; and

WHEREAS, with the passage of Resolution No. 20-2557 on July 13, 2020, the Village approved “REQUEST NO. 1 FOR REIMBURSEMENT OF VILLAGE OF WESTERN SPRINGS DOWNTOWN SOUTH TIF FUNDS FOR TIF ELIGIBLE REDEVELOPMENT COSTS INCURRED AS PART OF FOXFORD STATION PROJECT” filed by the Developer, which sought payment of Western Springs Downtown South TIF Funds in an amount equal to the Maximum TIF Incentive Rebate Amount for completion of the Project’s Public and Required Improvements (“Reimbursement Request No. 1”); and

WHEREAS, now that the Village has approved Reimbursement Request No. 1, the Village is required to calculate the amount of Foxford Incremental Property Taxes that are on hand and available to pay the Developer a TIF Incentive Rebate payment each June 1st and December 1st per a 70%/30% allocation formula contained in the TIF Incentive Agreement; and

WHEREAS, the Village has approved and paid prior TIF Incentive Rebate Payments to the Developer and the Village as follows: (1) June 1, 2020 TIF Incentive Rebate Payment per Resolution No. 20-2570 dated September 28, 2020 (Developer payment: \$8,416.63; Village payment: \$3,607.13); (2)

December 1, 2020 TIF Incentive Rebate Payment per Resolution No. 21-2600 dated February 22, 2021 (Developer payment: \$11,021.46; Village payment: \$4,723.48); (3) December 1, 2021 TIF Incentive Rebate Payment per Resolution No. 21-2648 dated December 20, 2021 (Developer payment: \$74,188.19; Village payment: \$31,794.94); (4) December 1, 2021 TIF Incentive Supplemental Payment per Resolution No. 22-2662 dated February 28, 2022 (Developer payment: \$48,113.07; Village payment: \$20,619.89); (5) December 1, 2022 TIF Incentive Supplemental Payment per Resolution No. 23-2722 dated March 20, 2023 (Developer payment: \$273,538.46; Village payment: \$117,230.77); (6) December 1, 2023 TIF Incentive Supplemental Payment per Resolution No. 24-2782 dated February 26, 2024 (Developer payment: \$311,470.46; Village payment: \$133,487.36); (7) June 1, 2024 TIF Incentive Supplemental Payment per Resolution No. 24-2849 dated October 28, 2024 (Developer payment: \$158,227.49; Village payment: \$67,811.78); (8) December 1, 2024 TIF Incentive Supplemental Payment per Resolution No. 24-2858 dated December 16, 2024 (Developer payment: \$145,295.23; Village payment: \$62,269.39); and (9) June 1, 2025 TIF Incentive Supplemental Payment per Resolution No. 25-2909 dated May 19, 2025 (Developer payment: \$166,938.40; Village payment: \$71,545.03); and

WHEREAS, under Resolution No. 21-2648 dated December 20, 2021, the Village approved the “ASSIGNMENT OF DEVELOPMENT AGREEMENT AND IRREVOCABLE DIRECTION TO PAY AMOUNTS DUE UNDER THE REDEVELOPMENT NOTE” dated October 1, 2021, under which Hawthorn 45, LLC accepted and agreed to the assignment and assumption of all liabilities and obligations under the TIF Incentive Agreement; and

WHEREAS, Director of Finance John Mastandona has prepared a Financial Report dated December 31, 2025 relative to the TIF District and the December 1, 2025 TIF Incentive Rebate Payment payable to the Developer (the “2025 Full Year Financial Report”) that includes a summary of the following items:

- Non-Foxford Incremental Property Taxes received through June 1st each year and through December 1st each year, and then a per year total and an aggregate amount received to date;
- Foxford Incremental Property Taxes received through June 1st each year and through December 1st each year, and then a per year total and an aggregate amount received to date;
- Downtown South TIF Incentive Fund balance (contains both Non-Foxford Incremental Property Taxes and a portion of the Foxford Incremental Property Taxes based on the 70%/30% split);
- Foxford TIF Incentive Fund balance (the Foxford Incremental Property Taxes based on the 70%/30% split);
- Reserve Funds (Village discretion to withhold portions of the Foxford Incremental Property Taxes to maintain an adequate fund balance to pay for any financial, audit, or governmental regulatory obligations and fees);
- Each TIF Incentive Rebate Payment made to the Developer as of each June 1st and as of each December 1st, based on available funds on hand as of those dates; and
- The balance of the initial Funding Cap (\$2,200,000.00), as reduced by each TIF Incentive Rebate payment paid to the Developer.

A copy of the 2025 Full Year Financial Report is attached to this Resolution as **Exhibit “A”** and made a part hereof; and

WHEREAS, at a public meeting held on March 3, 2026, the Village Finance Committee reviewed the 2025 Full Year Financial Report, which recommended the following: (1) the December 1, 2025 TIF

Incentive Rebate Payment payable to the Developer (amount: \$146,777.06) upon approval of this Resolution; (2) the amount of TIF Funds to be transferred into the Reserve Fund (amount: \$0.00); (3) the amount of TIF Funds to be transferred into the Downtown South TIF Incentive Fund (\$62,904.45) upon approval of this Resolution; and (4) the amount of TIF Funds to be paid to the Village as reimbursement for its incurred costs in forming the TIF District (\$0.00). After discussion and receiving input from the Village staff and providing an opportunity for public input at its March 3, 2026 meeting, the Finance Committee agreed with and adopted the recommendation set forth in the 2025 Full Year Financial Report; and

WHEREAS, at public meetings conducted on March 9, 2026 and March 23, 2026, the President and Board of Trustees of the Village reviewed and discussed the 2025 Full Year Financial Report and its recommendations for the payment and transfer of TIF Funds, including the December 1, 2025 TIF Incentive Rebate Payment payable to the Developer, the inter-fund transfers and reimbursement payment to the Village, and the Finance Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At the March 23, 2026 public meeting, the President and Board of Trustees of the Village accepted the Committee's recommendation to approve the 2025 Full Year Financial Report and its recommendations for the payment and transfer of TIF Funds, including the December 1, 2025 TIF Incentive Rebate Payment payable to the Developer, the inter-fund transfers and the reimbursement payment to the Village; and

WHEREAS, the President and Board of Trustees of the Village are authorized to approve the 2025 Full Year Financial Report and its recommendations for the payment and transfer of TIF Funds, including the December 1, 2025 TIF Incentive Rebate Payment payable to the Developer, the inter-fund transfers and the reimbursement payment to the Village, pursuant to the applicable provisions of the TIF Act, the TIF Incentive Agreement, the Cash Bond Agreement, the Illinois Municipal Code (65 ILCS 5), Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220). The President and Board of Trustees of the Village find that it is in the best interests of the Village and its residents, property owners, local businesses and the public to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2. Approval of TIF Economic Incentive Payment and Transfer of TIF Funds. The President and Board of Trustees of the Village of Western Springs approve the 2025 Full Year Financial Report (**Exhibit "A"**) and its recommended payments and inter-fund transfers consisting of: (1) the December 1, 2025 TIF Incentive Rebate Payment payable to the Developer (amount: \$146,777.06) upon approval of this Resolution; (2) the amount of TIF Funds to be transferred into the Reserve Fund (amount: \$0.00); (3) the amount of TIF Funds to be transferred into the Downtown South TIF Incentive Fund (\$62,904.45) upon approval of this Resolution; and (4) the amount of TIF Funds to be paid to the Village as reimbursement for its incurred costs in forming the TIF District (\$0.00).

SECTION 3. Execution and Delivery of Documents; Approval of Necessary Actions. The President and Board of Trustees of the Village of Western Springs authorize and direct the President and Village Clerk, or their designees, to execute and deliver all other instruments and documents that are

necessary to fulfill the Village’s obligations under this Resolution. The Village Clerk, or their designee, shall transmit a certified copy of this Resolution to Hawthorn 45, LLC for its record retention purposes. The President and Board of Trustees of the Village of Western Springs further authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs’ obligations under this Resolution.

SECTION 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on March 23, 2026, and approved by me as Village President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Date: March 23, 2026.

Exhibit "A"

**2025 Full Year Financial Report Dated February 28, 2026
Prepared by Director of Finance John Mastandona
Relative to the December 1, 2025 TIF Incentive Rebate Payment
Payable to Hawthorn 45, LLC**

(attached)

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

**RESOLUTION AUTHORIZING THE APPROVAL OF THE
DECEMBER 1, 2025 TIF INCENTIVE REBATE PAYMENT TO HAWTHORN 45, LLC AND
THE TRANSFER OF TIF FUNDS INTO THE DOWNTOWN SOUTH TIF INCENTIVE FUND FOR
THE BENEFIT OF THE WESTERN SPRINGS DOWNTOWN SOUTH TIF DISTRICT**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 23rd day of March, 2026, at which Meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 23rd day of March, 2026.

I further certify that the roll call vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of March, 2026.

Edward Tymick, Village Clerk

SEAL

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

DOWNTOWN TIF SOUTH

2/28/2026

December 31, 2025

(UNAUDITED)

REVENUES

Property Taxes	824,414.00
Investment Income	0.00
Total Revenue	<u>824,414.00</u>

EXPENDITURES

Professional Services	191,594.20
Developer Reimbursements	313,715.46 *
Total Expenditures	<u>505,309.66</u>

NET CHANGE IN FUND BALANCE 319,104.34

FUND BALANCE, JANUARY 1 (78,296.85)

FUND BALANCE, DECEMBER 31 240,807.49

BALANCE SHEET

DOWNTOWN TIF SOUTH

December 31, 2025

(UNAUDITED)

ASSETS

Cash	484,588.86
Receivable	412,590.56
Total Assets	<u><u>897,179.42</u></u>

LIABILITIES

Accounts Payable - Due to Water Fund	480,150.50
Accounts Payable - Developer Reimbursement	146,777.06 *
Accounts Payable - Retainage	29,444.77
Total Liabilities	<u><u>656,372.33</u></u>

TOTAL FUND BALANCE 240,807.09



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 9.A.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance

RE: Invest in Cook 2026 Grant Program - Gilbert Avenue Resurfacing Project Local Match Resolution (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 3, 2026 and recommended the approval of a resolution in support of a grant application to the Cook County 2026 Invest In Cook program. The total amount of funding being requested is \$310,186.00 which is the total estimated local share cost for the construction and construction engineering local phases of the project.

Summary

After committee review, it is recommended that the Village submit an application to Cook County's Invest in Cook program for construction and construction engineering funding for the Gilbert Avenue Resurfacing Project (47th Street to Ogden Avenue). The planned improvements include roadway resurfacing, intersection sidewalk ramp upgrades to meet ADA requirements, and installation of a new pedestrian crossing at Cossitt Avenue.

The Village previously received a grant of \$55,000 of Invest in Cook funding in 2023 for Phase II design engineering. The grant is paying for 50% of the costs of Phase 2 engineering. The project is currently scheduled for the September 2026 IDOT letting. Construction would begin in the Spring of 2027. If selected for funding, it is anticipated that an IGA with Cook County would be presented to the Village Board for approval towards the end of this calendar year. Staff is recommending requesting the full 20% local match required for the project for construction and construction engineering. The Village received a grant for 80% of these costs from the West Central Municipal Conference. The current estimated costs are outlined in the Financial Impact section. The Village of LaGrange shares ownership and maintenance of the roadway, and it is expected the local match costs will be split 50-50 between the two villages. Western Springs is the lead agency for the project. The Village of LaGrange has provided a letter of support for the grant application.

The Invest in Cook grant application is due on March 20, 2026. As part of the program requirements, the Village must provide a Village Board approved resolution of support for the

project.

Financial Impact

Gilbert Avenue Resurfacing Estimate of Cost

Phase	Total Cost	Federal Share 80%	Western Springs Share 10%	LaGrange Share 10%
Construction Cost	\$1,384,764	\$1,107,812	\$138,476	\$138,476
Construction Engineering	\$166,172	\$132,938	\$16,617	\$16,617
	Total \$1,550,936	\$1,240,750	\$155,093	\$155,093

The Village will seek Invest in Cook Grant funds to cover the entire 20% local match for Construction and Construction Engineering. The grant request is \$310,186.00

Recommended Motion

I move to approve a resolution in support of a grant application to the Cook County 2026 Invest In Cook program. The total amount of funding being requested is \$310,186.00 which is the total estimated local share cost for the construction and construction engineering local phases of the project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Resolution No. 26-__ re Application for FY 2026 Invest in Cook Grant (Project_ Phase III Gilbert Avenue Resurfacing between 47th Street and Ogden Aven
2. Gilbert Ave Resurfacing Invest in Cook LOS_02122026
3. Draft Phase 1 Report Excerpts - Gilbert Avenue Resurfacing

RESOLUTION NO. 26-????

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 9, 2026

OTHER: None.

A RESOLUTION APPROVING THE FILING OF AN APPLICATION BY THE VILLAGE OF WESTERN SPRINGS FOR A PROJECT TO BE FUNDED UNDER THE COOK COUNTY 2026 INVEST IN COOK PROGRAM AND CONFIRMING THE FINANCIAL COMMITMENT OF THE VILLAGE (Project: Gilbert Avenue Roadway Resurfacing Project from 47th Street to Ogden Avenue, including installation of ADA ramps and a new pedestrian crossing at Cossitt Avenue)

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village”) support policies and programs that bolster the health and wellness of its residents and foster healthier community environments, and find that the health and safety of pedestrians is of the highest concern to the citizens of the Village; and

WHEREAS, the Invest In Cook (“IIC”) Program, a Cook County (“County”) grant program managed by the Cook County Department of Transportation and Highways (“CCDOTH”), helps local governments and agency partners further their transportation projects by covering some of the cost of planning and feasibility studies, engineering, right-of-way acquisition and construction associated with transportation improvements; and

WHEREAS, for the 2026 Grant Program Year, IIC funds are administered through the County, at a maximum participation of 50% of project costs, provided funds are administered on a reimbursement basis; and

WHEREAS, all applications for IIC grants must include a Resolution of Financial Commitment from a sponsoring municipality which has jurisdictional authority over the relevant project area; and

WHEREAS, the proposed Village project for the 2026 Grant Application consist of roadway resurfacing of Gilbert Avenue from 47th Street to Ogden Avenue and the installation of ADA ramps, and a new pedestrian crosswalk at Gilbert Avenue (the “Project”); and

WHEREAS, The Village has previously secured grant funding for 80% of the Project’s construction and construction engineering costs through the West Central Municipal Conference’s Surface Transportation Program (“STP”); and

WHEREAS, the Village, as a sponsoring governmental unit, agrees, subject to the Project being selected by the County for an IIC grant, to be responsible for project administration, including timely bid letting and oversight of construction; and

WHEREAS, the estimated total cost for the Project is \$1,550,936, including construction and construction engineering services (the “Estimated Project Costs”). The grant award requested by the Village is estimated at \$310,186.00 (100% of the Estimated Local Share Cost) from the IIC Program; and

WHEREAS, the Village commits to provide a total local match of \$310,186.00 (20% of the Estimated Project Costs), which is expected to be divided equally between the Village of Western Springs and the Village of La Grange. The Project is being undertaken in cooperation by both Villages, with

Western Springs serving as the lead agency. The Village of La Grange has provided a letter of support and further has indicated agreement with an equal division of local share costs. The Village of Western Springs agrees to pay any amounts and/or overages with regard to the IIC Project in excess of the amount provided by IIC Program funds, subject to any reimbursement of funds from the Village of La Grange; and

WHEREAS, to complete the IIC Application process, the Village President and the Village Clerk, or their designees, are authorized to execute the IIC Application and the various related forms, to make all required submissions and to do all things necessary to submit the IIC Application in order to seek IIC Program funds; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs have determined that it is necessary, advisable and in the best interests of the Village and its residents to authorize the submission of the IIC Application, the expenditure of local funds and the execution and delivery of the necessary documentation to complete the IIC Application.

WHEREAS, the President and Board of Trustees of the Village of Western Springs, a non-home rule Illinois municipal corporation, have the authority to approve the Grant Application pursuant to their statutory powers and contracting authority provided by the Illinois Municipal Code (65 ILCS 5/), Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and find that submitting the Grant Application is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval, Execution and Submittal of Grant Application. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of and submittal of a IIC Grant Application and supporting documents to request funds for the Project as set forth in this Resolution.

SECTION 3: Approval of Resolution of Village Financial Commitment Support and Project Administration. The President and Board of Trustees of the Village of Western Springs approve this Resolution of Financial Commitment Support for the 2026 IIC Application in order to complete the Project, for an amount not to exceed \$310,186.00. The Village, as a sponsoring governmental unit, further agrees, subject to the Project being selected by the CCDOTH for an IIC grant, to be responsible for project administration, including timely bid letting and oversight of design and construction of the Project.

SECTION 4: Approval of Matching Funds. The Village authorizes the payment of the proposed local match of \$310,186.00 subject to the Project being selected by the CCDOTH for an IIC grant.

SECTION 5: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed Application to CCDOTH for submittal and record retention purposes.

SECTION 6: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 9th day of March, 2026, and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

**A RESOLUTION APPROVING THE FILING OF AN APPLICATION BY
THE VILLAGE OF WESTERN SPRINGS FOR A PROJECT TO BE FUNDED UNDER THE
COOK COUNTY 2026 INVEST IN COOK PROGRAM AND CONFIRMING THE
FINANCIAL COMMITMENT OF THE VILLAGE**

(Project: Gilbert Avenue Roadway Resurfacing Project from 47th Street to Ogden Avenue, including installation of ADA ramps and a new pedestrian crossing at Cossitt Avenue)

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 9th day of March 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 9th day of March, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Village President and Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Village President and Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ___ day of March, 2026.

Edward Tymick, Village Clerk

[Seal]



LA GRANGE

Village of La Grange

53 S. La Grange Road, La Grange, IL 60525
lagrangeil.gov

February 12, 2026

Ms. Ellen J. Baer
Village Manager
740 Hillgrove Avenue
Western Springs, IL 60558

Subject: Gilbert Avenue Resurfacing 2026 Invest In Cook Application

Ms. Baer:

The Village of La Grange supports the Village of Western Springs' 2026 Invest In Cook grant request for the Phase III construction engineering and construction cost of the subject Gilbert Avenue Resurfacing. It is understood that Western Springs will lead the application submission and project management through all engineering phases.

The Village of La Grange is committed to contributing its share of the project cost, estimated at approximately half of the total local match.

We look forward to the Village's successful grant application. If you have any questions, please contact Timothy O'Brien, Director of La Grange Public Works at 708-579-2328 or via email at tcobrien@lagrangeil.gov.

Respectfully,

Mark Kuchler
Village President

No State Route

Illinois Department of Transportation
Gilbert Avenue Resurfacing
Phase 1 Report (BLR 19100)

Village of Western Springs

Section: 25-00105-00-RS

Route 2697 (Gilbert Avenue):

Route 1488 (47th Street) to Route 0311
(Ogden Avenue)

Cook County

DRAFT

Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

January 2026



Attachment 5: Estimate of Cost

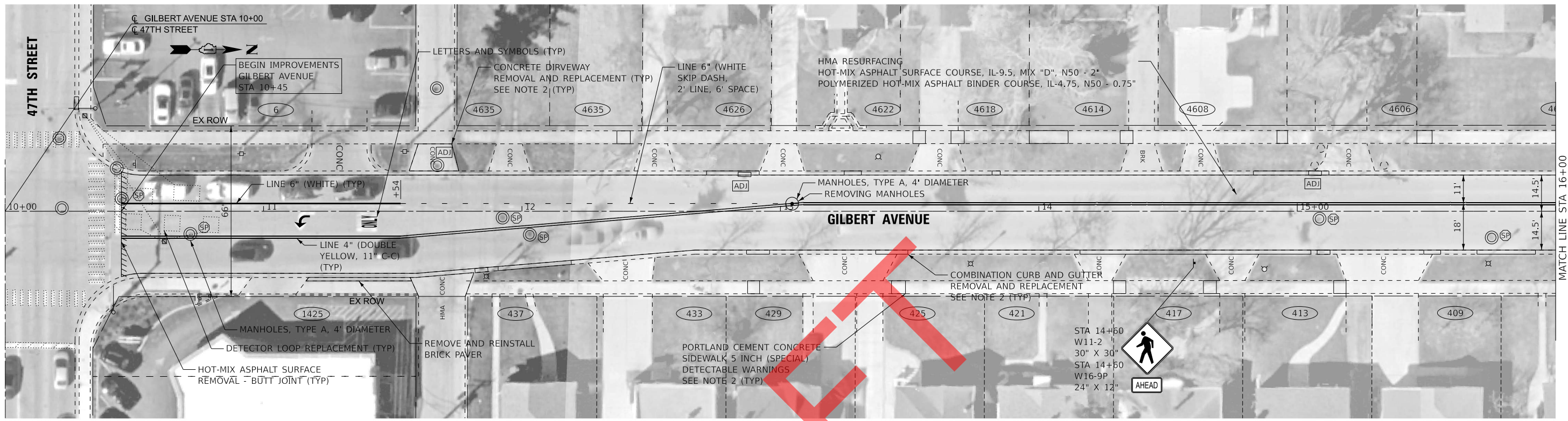
DRAFT

GILBERT AVE FROM 47TH STREET TO OGDEN AVE							GILBERT AVENUE
LENGTH TO BE IMPROVED			FOOT	5,300			5,300
WIDTH			FOOT	29			29
AREA TO BE 2.5" GRIND AND 2.5" OVERLAY			SQ YD	18,706			18,706
PAVEMENT AREA TO BE IMPROVED			SQ YD	18,706			18,706
ITEM NUMBER	CODE NUMBER	ITEM	UNIT	TOTAL QTY	UNIT PRICE	TOTAL PRICE	
1	20101100	TREE TRUNK PROTECTION	EACH	16	\$25.00	\$400.00	16
2	20101200	TREE ROOT PRUNING	EACH	16	\$25.00	\$400.00	16
3	25200200	SUPPLEMENTAL WATERING	UNIT	110	\$60.00	\$6,600.00	110
4	20200100	EARTH EXCAVATION	CU YD	25	\$60.00	\$1,500.00	25
5	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	23	\$65.00	\$1,495.00	23
6	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	68	\$3.00	\$204.00	68
7	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,034	\$6.00	\$12,204.00	2,034
8	25200100	SODDING	SQ YD	2,034	\$15.00	\$30,510.00	2,034
9	28000510	INLET FILTERS	EACH	50	\$150.00	\$7,500.00	50
10	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	5	\$55.00	\$275.00	5
11	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	54	\$20.00	\$1,080.00	54
12	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1,541	\$8.00	\$12,328.00	1,541
13	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	57	\$12.00	\$684.00	57
14	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	12,627	\$0.60	\$7,576.20	12,627
15	40600370	LONGITUDINAL JOINT SEALANT	FOOT	5,300	\$3.00	\$15,900.00	5,300
16	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	37	\$600.00	\$22,200.00	37
17	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	216	\$20.00	\$4,320.00	216
18	40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	786	\$110.00	\$86,460.00	786
19	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2,096	\$96.00	\$201,216.00	2,096
20	42400800	DETECTABLE WARNINGS	SQ FT	402	\$35.00	\$14,070.00	402
21	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	18,706	\$5.00	\$93,530.00	18,706
22	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	65	\$15.00	\$975.00	65
23	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	3,688	\$7.00	\$25,816.00	3,688
24	44000600	SIDEWALK REMOVAL	SQ FT	14,677	\$3.00	\$44,031.00	14,677
25	44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	40	\$60.00	\$2,400.00	40
26	44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	80	\$57.00	\$4,560.00	80
27	44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	150	\$55.00	\$8,250.00	150
28	48301000	PROTECTIVE COAT	SQ YD	1,606	\$1.00	\$1,606.00	1,606
29	60220200	MANHOLES, TYPE A, 4'-DIAMETER	EACH	4	\$6,000.00	\$24,000.00	4
30	60238800	INLETS, TYPE A	EACH	2	\$3,000.00	\$6,000.00	2
31	60404300	FRAMES AND GRATES, TYPE 3	EACH	2	\$550.00	\$1,100.00	2
32	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	\$500.00	\$2,500.00	5
33	60500040	REMOVING MANHOLES	EACH	1	\$500.00	\$500.00	1
34	60500050	REMOVING CATCH BASINS	EACH	1	\$500.00	\$500.00	1
35	60500060	REMOVING INLETS	EACH	2	\$500.00	\$1,000.00	2
36	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	48	\$150.00	\$7,200.00	48
37	66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$4,000.00	\$4,000.00	1
38	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$7,000.00	\$7,000.00	1
39	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$7,000.00	\$7,000.00	1
40	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	5	\$1,000.00	\$5,000.00	5
41	67100100	MOBILIZATION	L SUM	1	\$75,000.00	\$75,000.00	1
42	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$40,000.00	\$40,000.00	1
43	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$10,000.00	\$10,000.00	1
44	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	124	\$46.00	\$5,704.00	124
45	70300100	SHORT TERM PAVEMENT MARKING	FOOT	5,300	\$1.00	\$5,300.00	5,300
46	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	9,034	\$1.00	\$9,034.00	9,034
47	70300211	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - PAINT	SQ FT	20	\$30.00	\$600.00	20
48	70300221	TEMPORARY PAVEMENT MARKING - LINE 4" - PAINT	FOOT	18,296	\$0.15	\$2,744.40	18,296
49	70300241	TEMPORARY PAVEMENT MARKING - LINE 6" - PAINT	FOOT	1,480	\$0.40	\$592.00	1,480
50	70300261	TEMPORARY PAVEMENT MARKING - LINE 12" - PAINT	FOOT	1,608	\$0.90	\$1,447.20	1,608
51	70300281	TEMPORARY PAVEMENT MARKING - LINE 24" - PAINT	FOOT	424	\$1.00	\$424.00	424
52	70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	9,148	\$1.00	\$9,148.00	9,148
53	70307130	TEMPORARY PAVEMENT MARKING - LINE 6" - TYPE IV TAPE	FOOT	740	\$2.00	\$1,480.00	740
54	70307160	TEMPORARY PAVEMENT MARKING - LINE 12" - TYPE IV TAPE	FOOT	804	\$3.00	\$2,412.00	804
55	70307210	TEMPORARY PAVEMENT MARKING - LINE 24" - TYPE IV TAPE	FOOT	212	\$8.00	\$1,696.00	212
56	72000100	SIGN PANEL - TYPE 1	SQ FT	379	\$30.00	\$11,370.00	379
57	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	27	\$130.00	\$3,510.00	27
58	72400205	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$200.00	\$200.00	1
59	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	720	\$30.00	\$21,600.00	720
60	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	20	\$25.00	\$500.00	20
61	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	9,148	\$1.00	\$9,148.00	9,148
62	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	740	\$3.00	\$2,220.00	740
63	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	804	\$10.00	\$8,040.00	804
64	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	212	\$15.00	\$3,180.00	212
65	X0327611	REMOVE AND REINSTALL BRICK PAVEMENT	SQ FT	63	\$10.00	\$630.00	63
66	X1400326	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (COMPLETE)	EACH	2	\$20,000.00	\$40,000.00	2
67	X4021000	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	113	\$100.00	\$11,300.00	113
68	X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	4	\$200.00	\$800.00	4
69	X4023000	TEMPORARY ACCESS (ROAD)	EACH	14	\$250.00	\$3,500.00	14
70	X4230720	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH (SPECIAL)	SQ YD	65	\$80.00	\$5,200.00	65
71	X4240430	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	14,277	\$12.00	\$171,324.00	14,277
72	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	51	\$900.00	\$45,900.00	51
73	X6064200	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	3,688	\$40.00	\$147,520.00	3,688
74	X8780012	CONCRETE FOUNDATION, TYPE A 12-INCH DIAMETER	FOOT	12	\$500.00	\$6,000.00	12
75	X8860105	DETECTOR LOOP REPLACEMENT	FOOT	140	\$30.00	\$4,200.00	140
76	XX006947	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	16	\$65.00	\$1,040.00	16
77	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$10,000.00	\$10,000.00	1
78	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	27	\$550.00	\$14,850.00	27
79	Z0017700	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	2	\$1,500.00	\$3,000.00	2
80	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	416	\$50.00	\$20,800.00	416
						Total	
						TOTAL	\$1,384,763.80
						\$/SY	\$74.03
						\$/FT	\$261.29

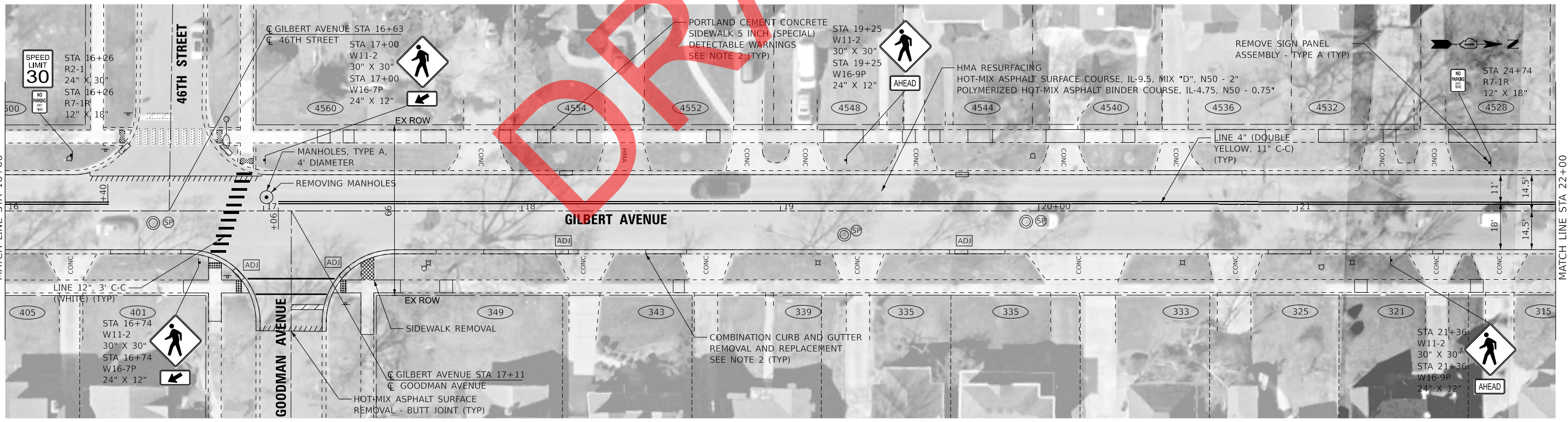
PHASE I ENGINEERING	\$10,000.00	
PHASE II ENGINEERING	\$96,933.47	
CONSTRUCTION ENGINEERING	\$166,171.66	
FUNDING BREAKDOWN	20% LOCAL	80% FEDERAL
CONSTRUCTION ENGINEERING	\$33,234.33	\$132,937.32
CONSTRUCTION	\$276,952.76	\$1,107,811.04

Attachment 6: Preliminary Plans & ADA Exhibits

DRAFT



- NOTES:
1. ALL PAVEMENT MARKINGS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED.
 2. SIDEWALK, DRIVEWAY, CURB & GUTTER REMOVAL AND REPLACEMENT AND CLASS D PATCHING TO BE DETERMINED BY THE ENGINEER IN THE FIELD.
 3. TREE ROOT PRUNING AND TREE TRUCK PROTECTION TO BE DETERMINED BY THE ENGINEER IN THE FIELD.
 4. ALL PROPOSED SIGNS SHALL BE MOUNTED ON TELESCOPING STEEL SIGN SUPPORTS.



STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
 LICENSE NO. - 184-001121 - EXPIRES 4/30/2025
 SHYDER, P.C., Gilbert, IL 61801
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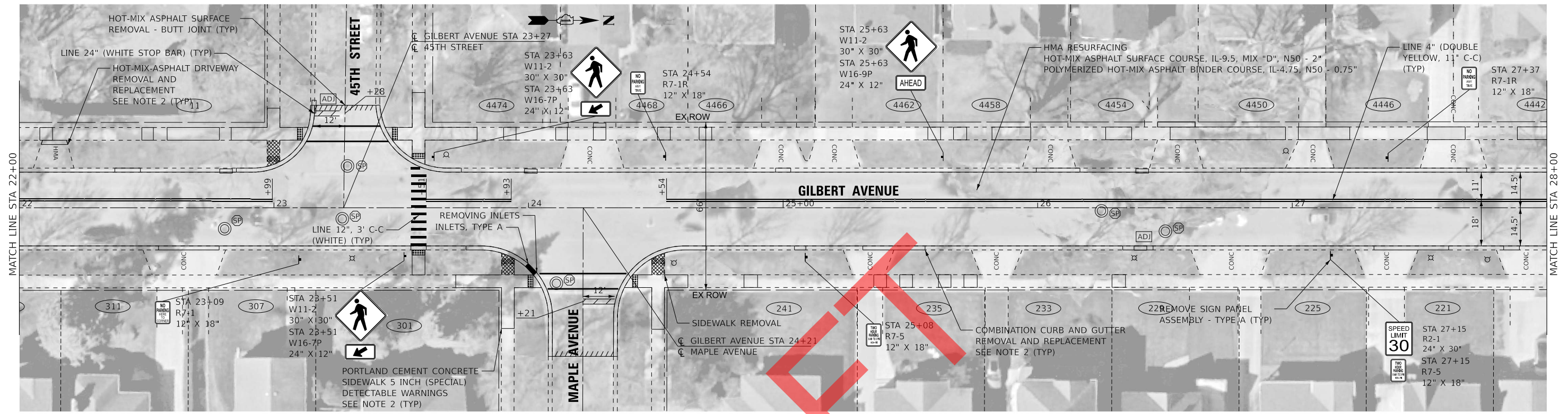
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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

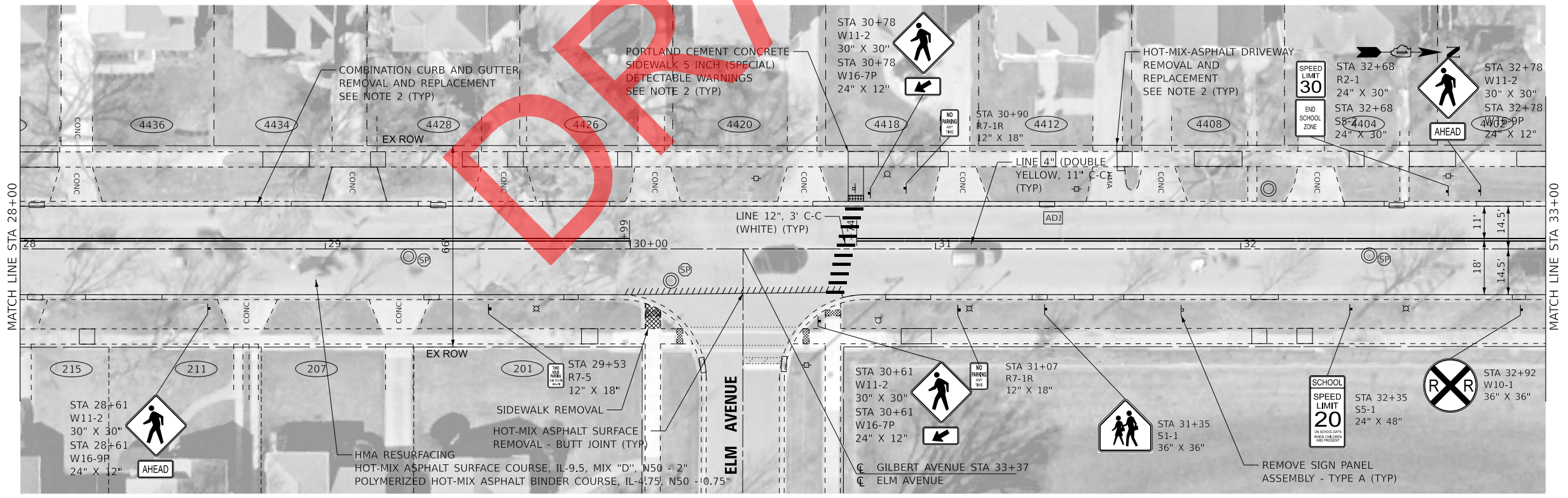
ROADWAY PLAN
GILBERT AVENUE

SCALE: 1"=20' SHEET 1 OF 5 SHEETS STA. 10+00.00 TO STA. 22+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	22	10
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



- NOTES:
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STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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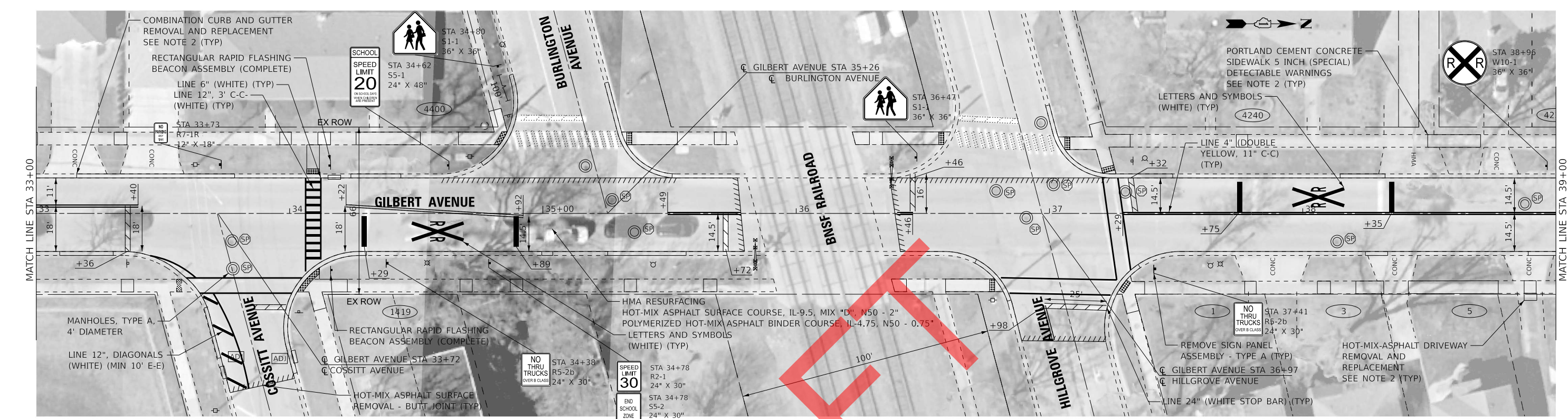
STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN
 GILBERT AVENUE

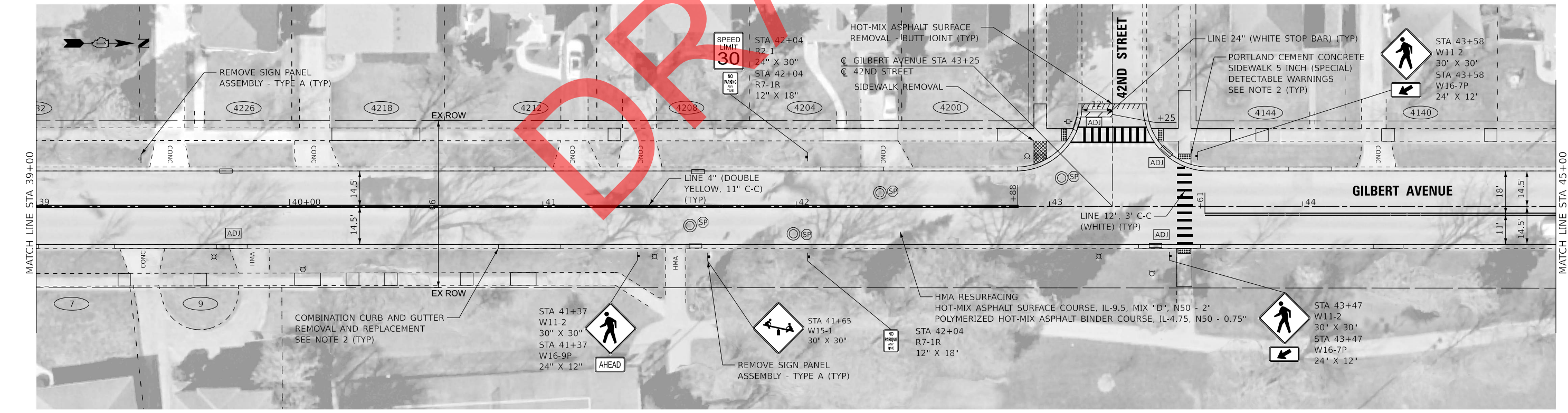
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	22	11
CONTRACT NO.				

STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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- NOTES:**
- ALL PAVEMENT MARKINGS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED
 - SIDEWALK, DRIVEWAY, CURB & GUTTER REMOVAL AND REPLACEMENT AND CLASS D PATCHING TO BE DETERMINED BY THE ENGINEER IN THE FIELD.
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 - ALL PROPOSED SIGNS SHALL BE MOUNTED ON TELESCOPING STEEL SIGN SUPPORTS.



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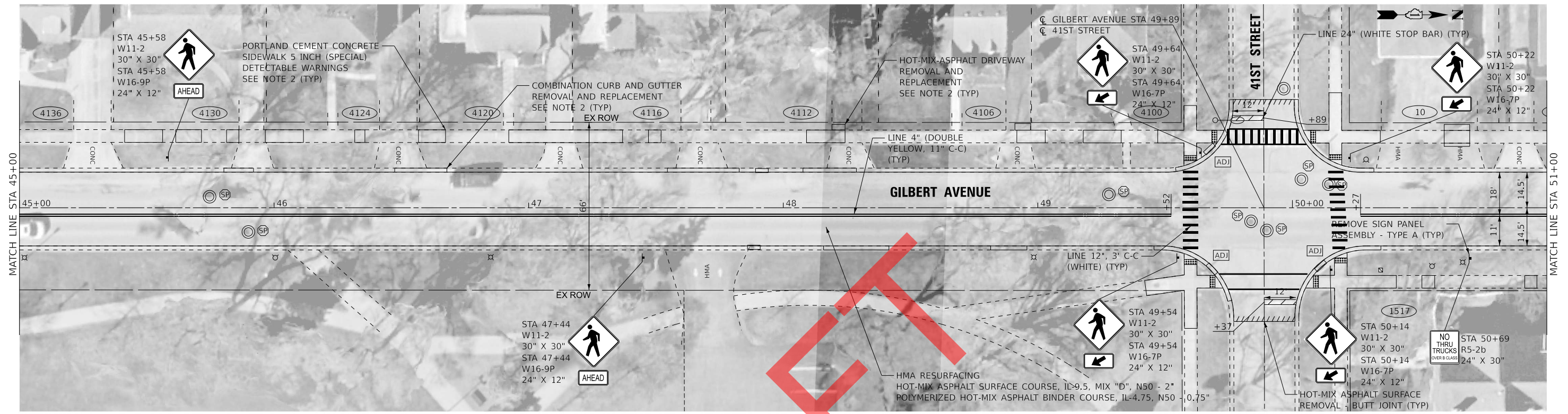
STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN
 GILBERT AVENUE

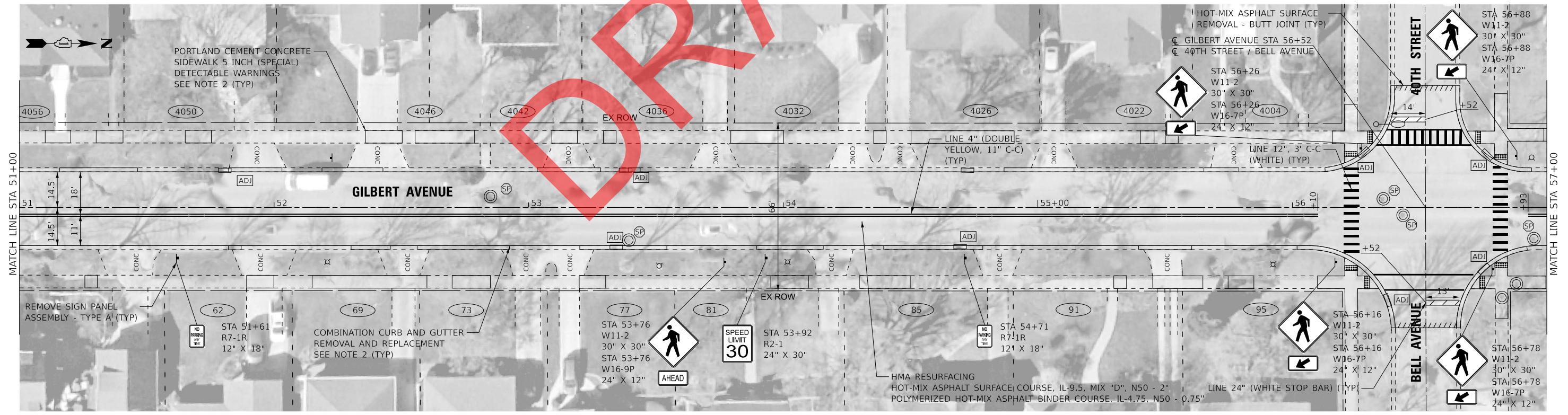
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	22	12
CONTRACT NO.				

STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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- NOTES:
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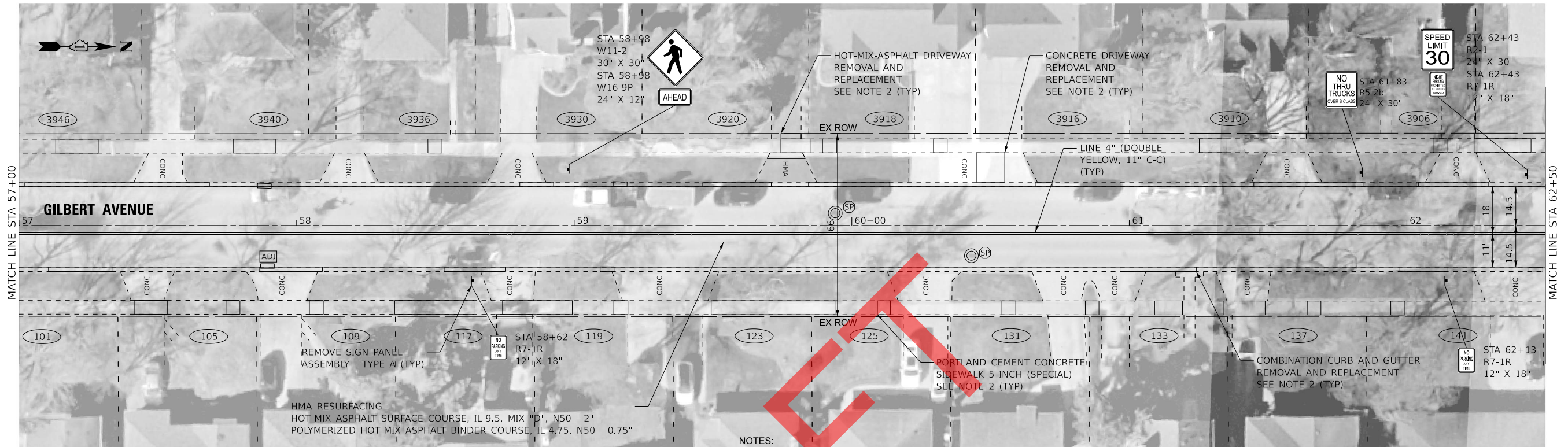
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN
 GILBERT AVENUE

SCALE: 1"=20' SHEET 4 OF 5 SHEETS STA. 45+00.00 TO STA. 57+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	22	13
CONTRACT NO.				



- NOTES:
1. ALL PAVEMENT MARKINGS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED
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 4. ALL PROPOSED SIGNS SHALL BE MOUNTED ON TELESCOPING STEEL SIGN SUPPORTS.



STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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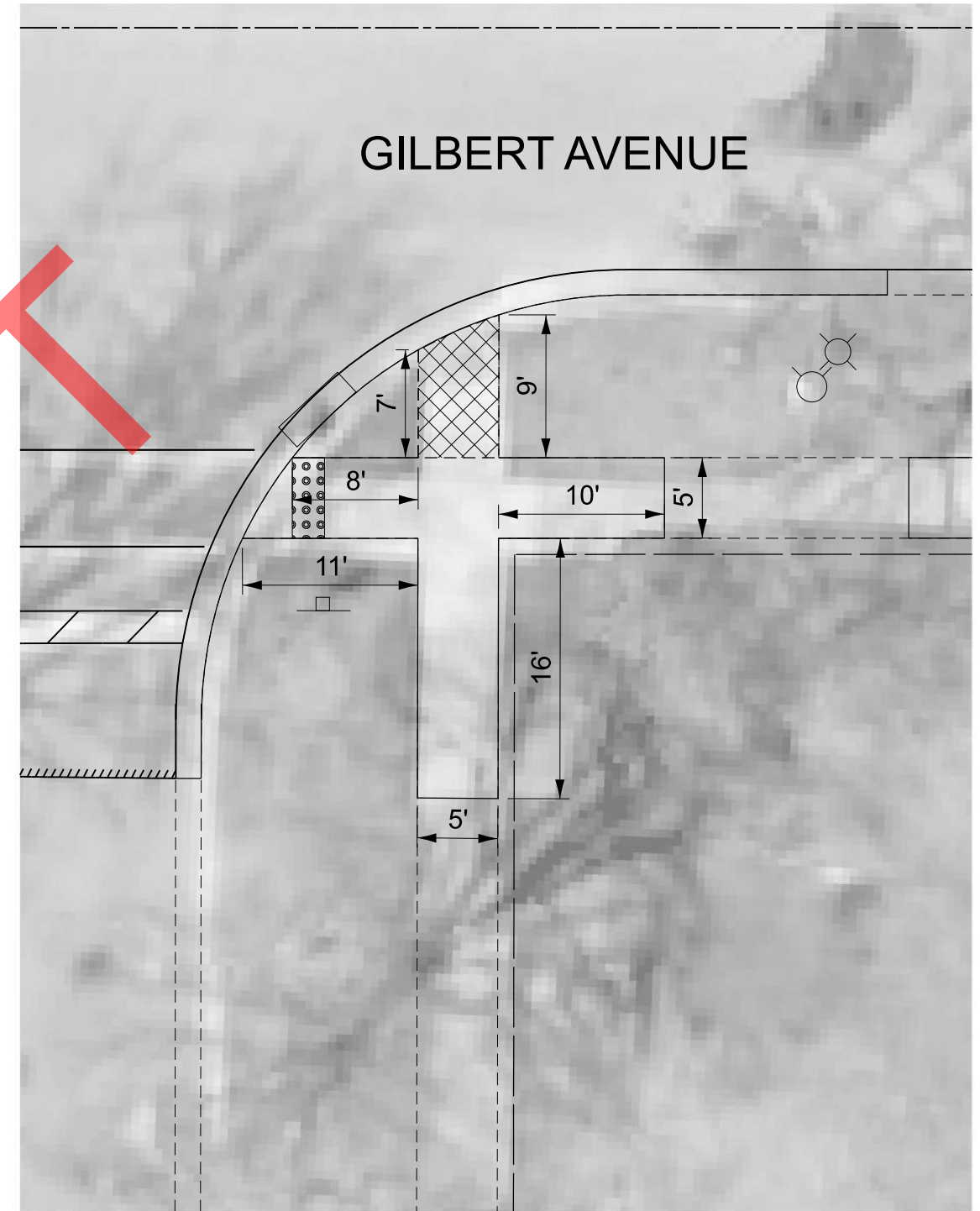
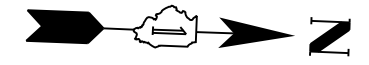
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN
 GILBERT AVENUE

SCALE: 1"=20' SHEET 5 OF 5 SHEETS STA. 57+00.00 TO STA. 70+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	22	14
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND GOODMAN AVENUE

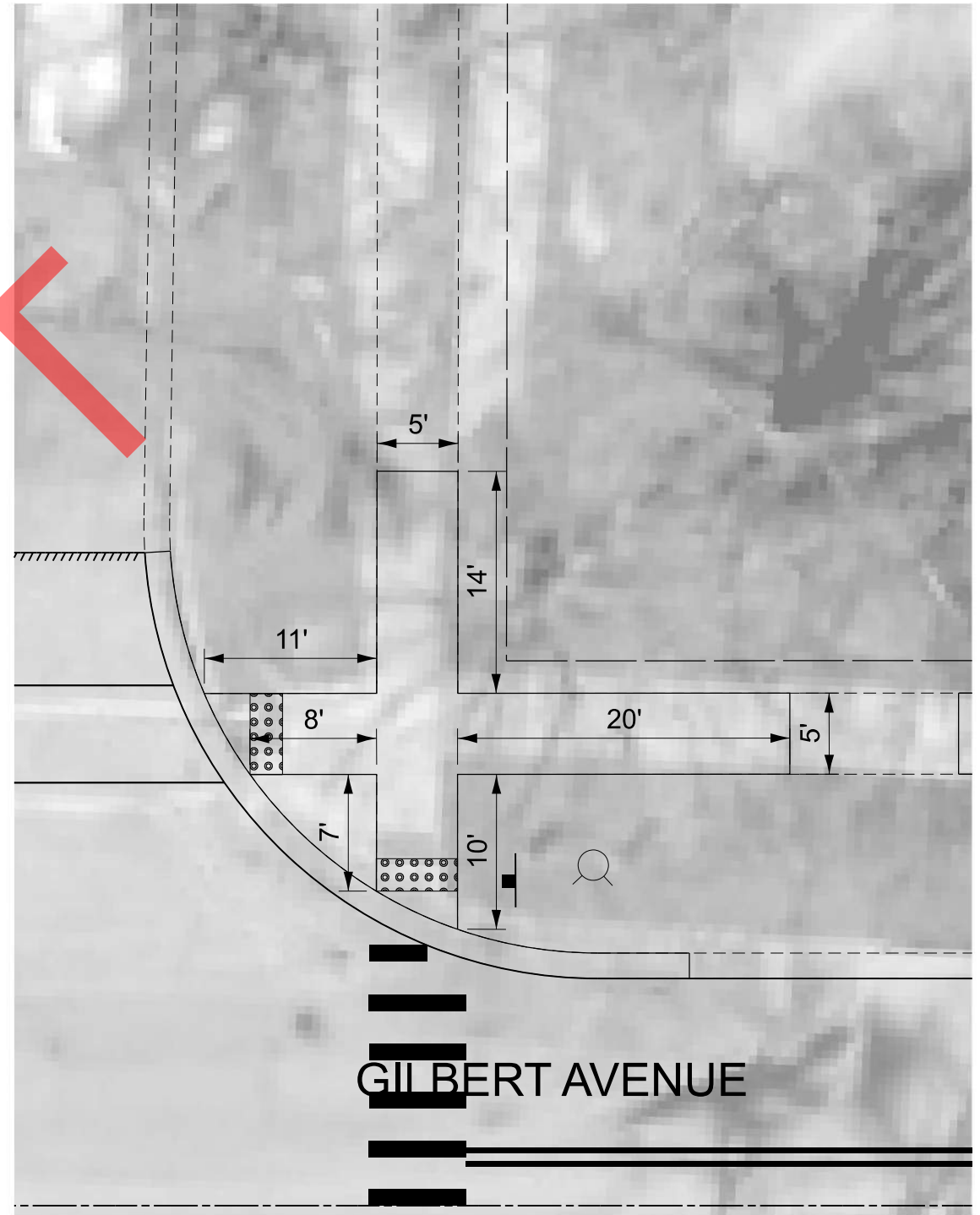
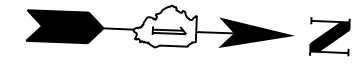
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	1
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



45TH STREET

45TH STREET



GILBERT AVENUE

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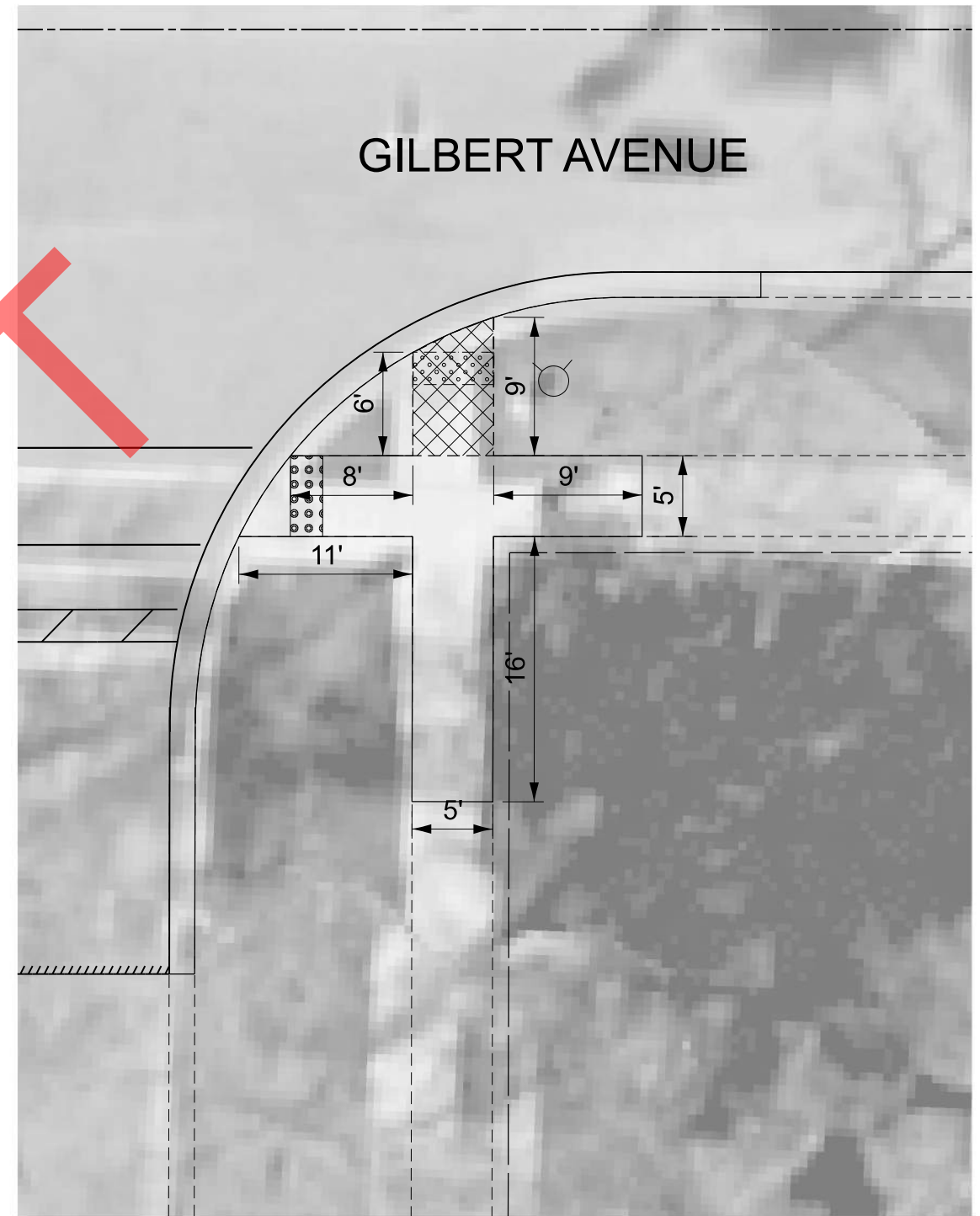
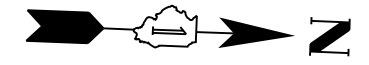
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND 45TH STREET

SCALE: 1" = 5' SHEET 2 OF 14 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	2
CONTRACT NO.				



MAPLE AVENUE

MAPLE AVENUE

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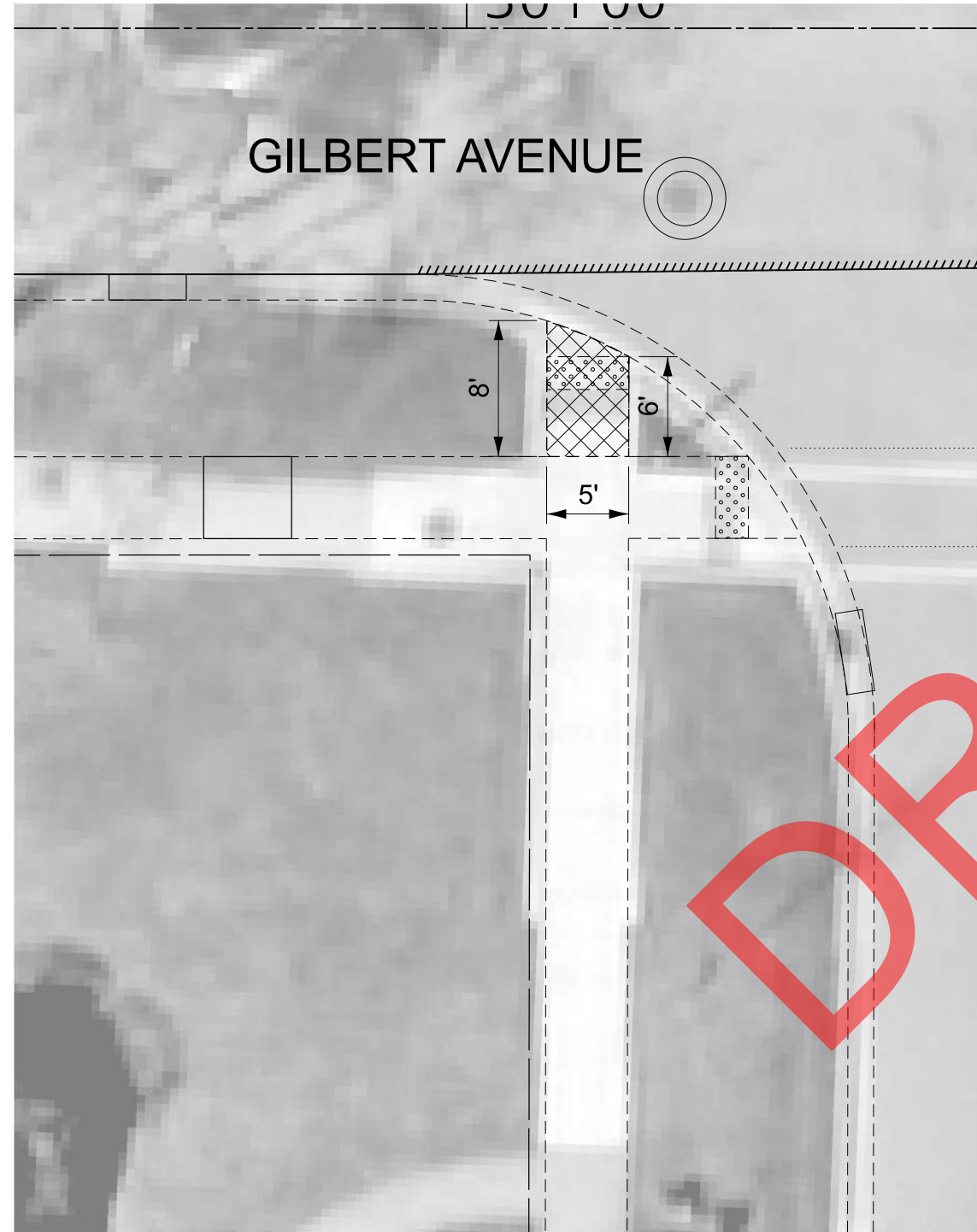
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

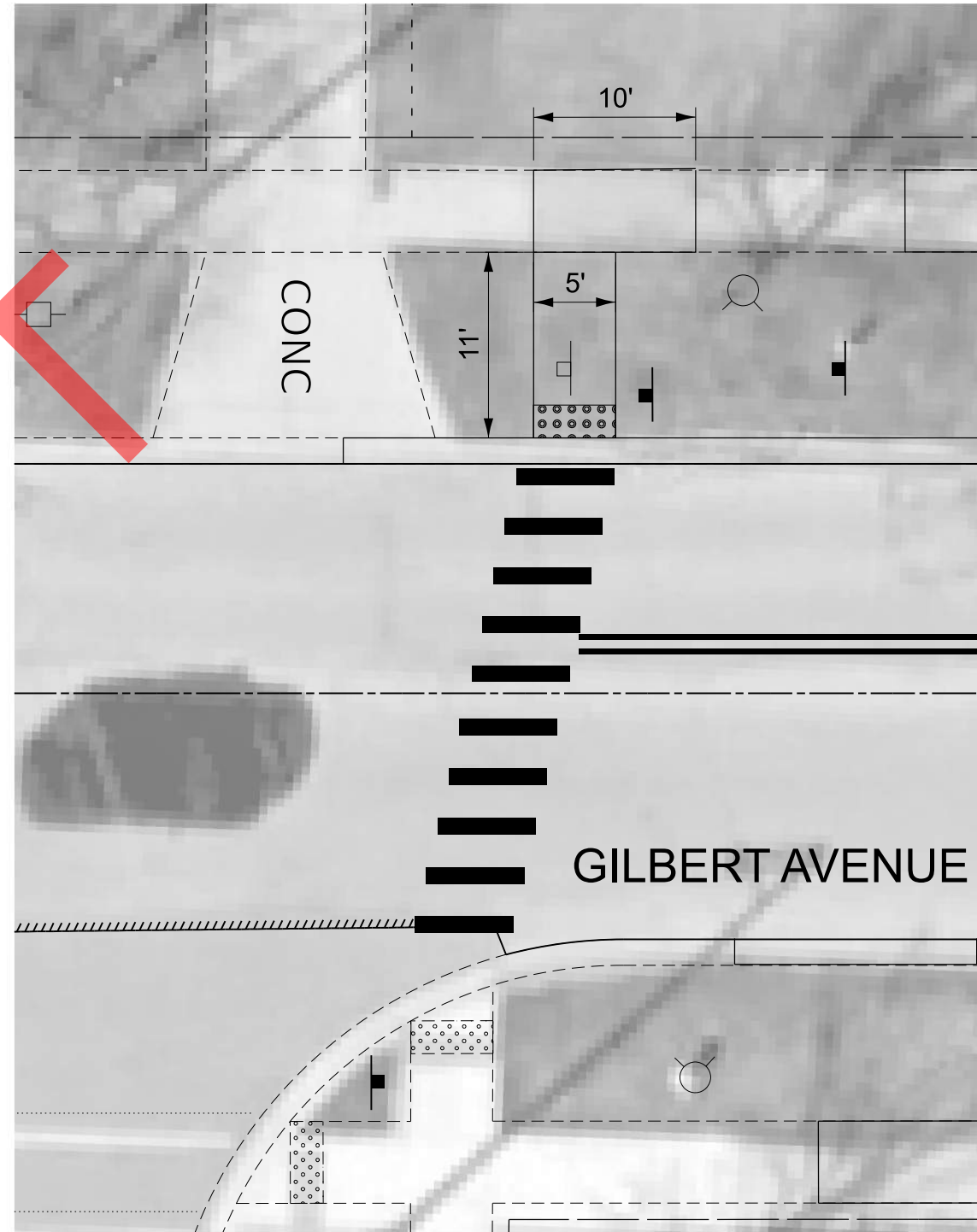
CURB RAMP DETAILS
 GILBERT AVENUE AND MAPLE AVENUE

SCALE: 1" = 5' SHEET 3 OF 14 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	4
CONTRACT NO.				



ELM AVENUE



ELM AVENUE

GILBERT AVENUE

STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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	DATE -	REVISED -

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND ELM AVENUE

SCALE: 1" = 5' SHEET 4 OF 14 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	5
CONTRACT NO.				

ILLINOIS FED. AID PROJECT

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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND COSSITT AVENUE

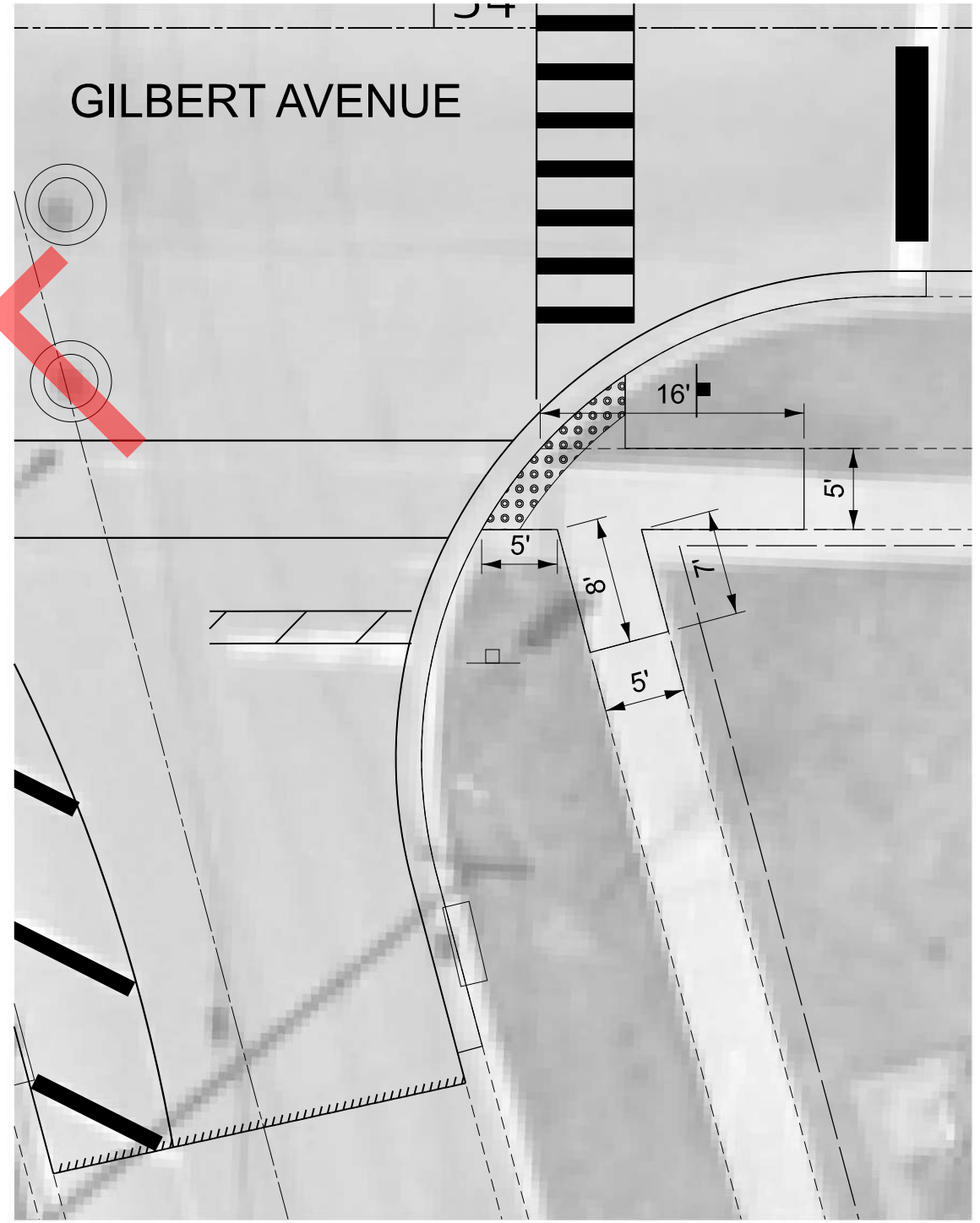
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CONTRACT NO.				

DRAFT

COSSITT AVENUE

GILBERT AVENUE



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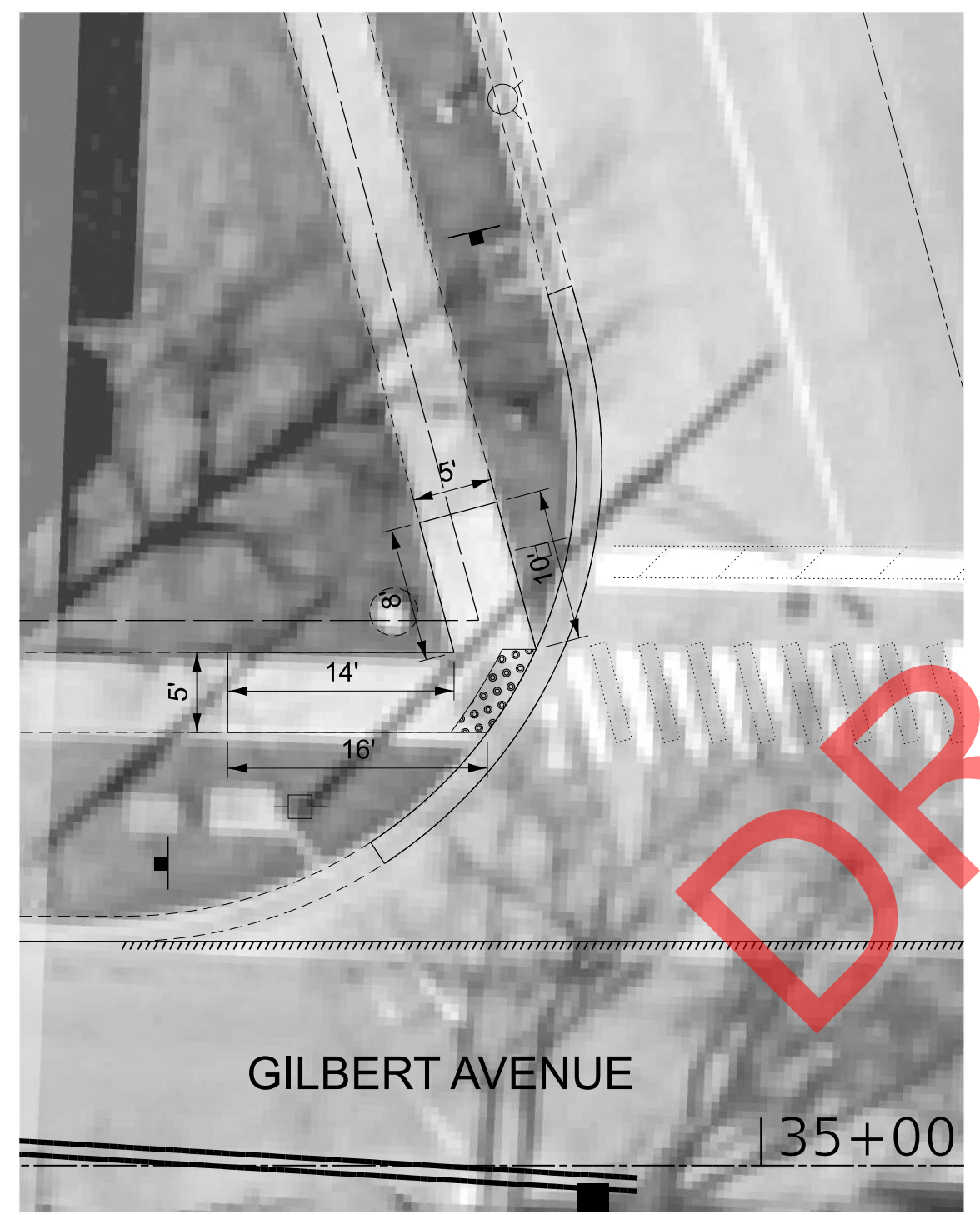


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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

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ILLINOIS FED. AID PROJECT				

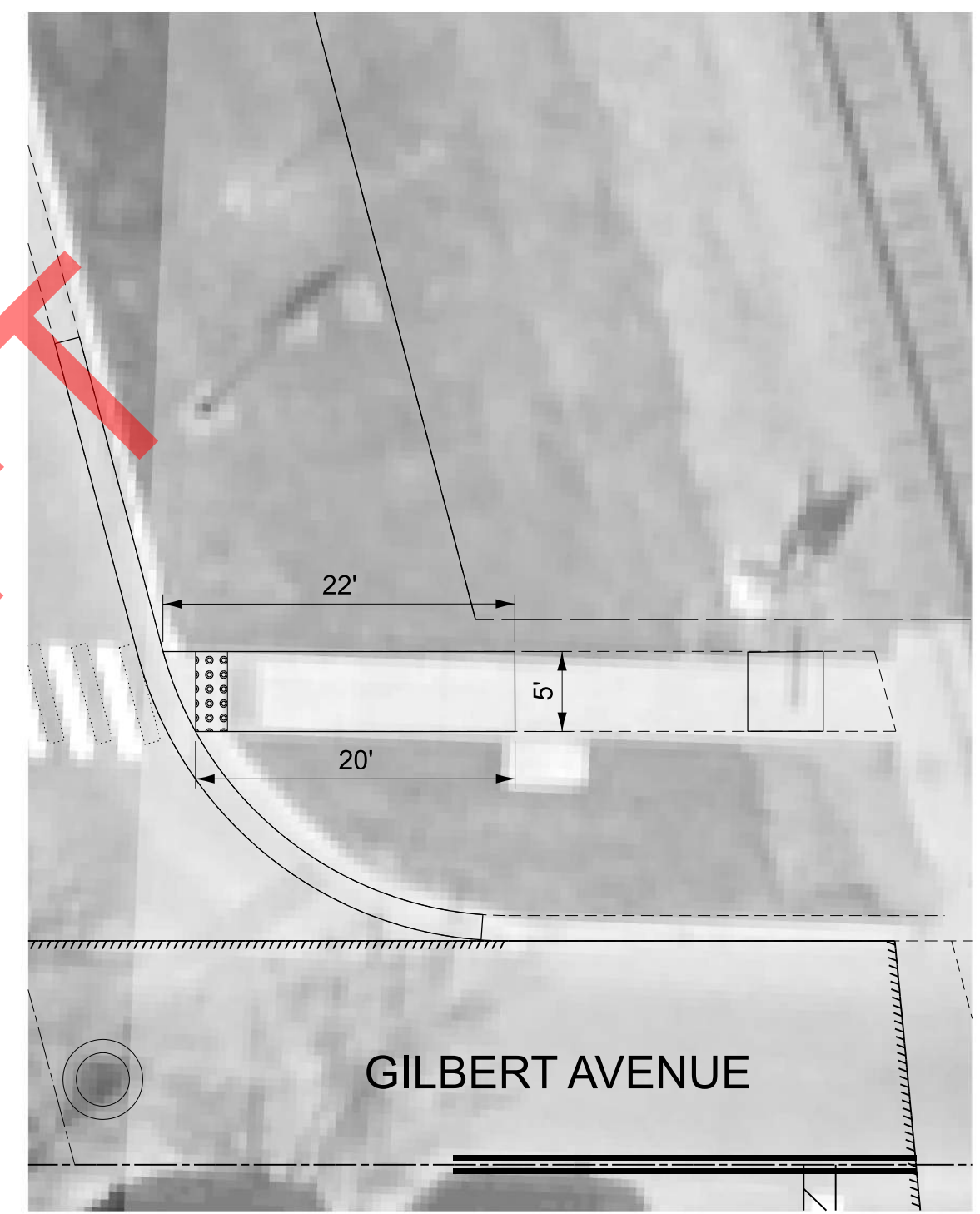


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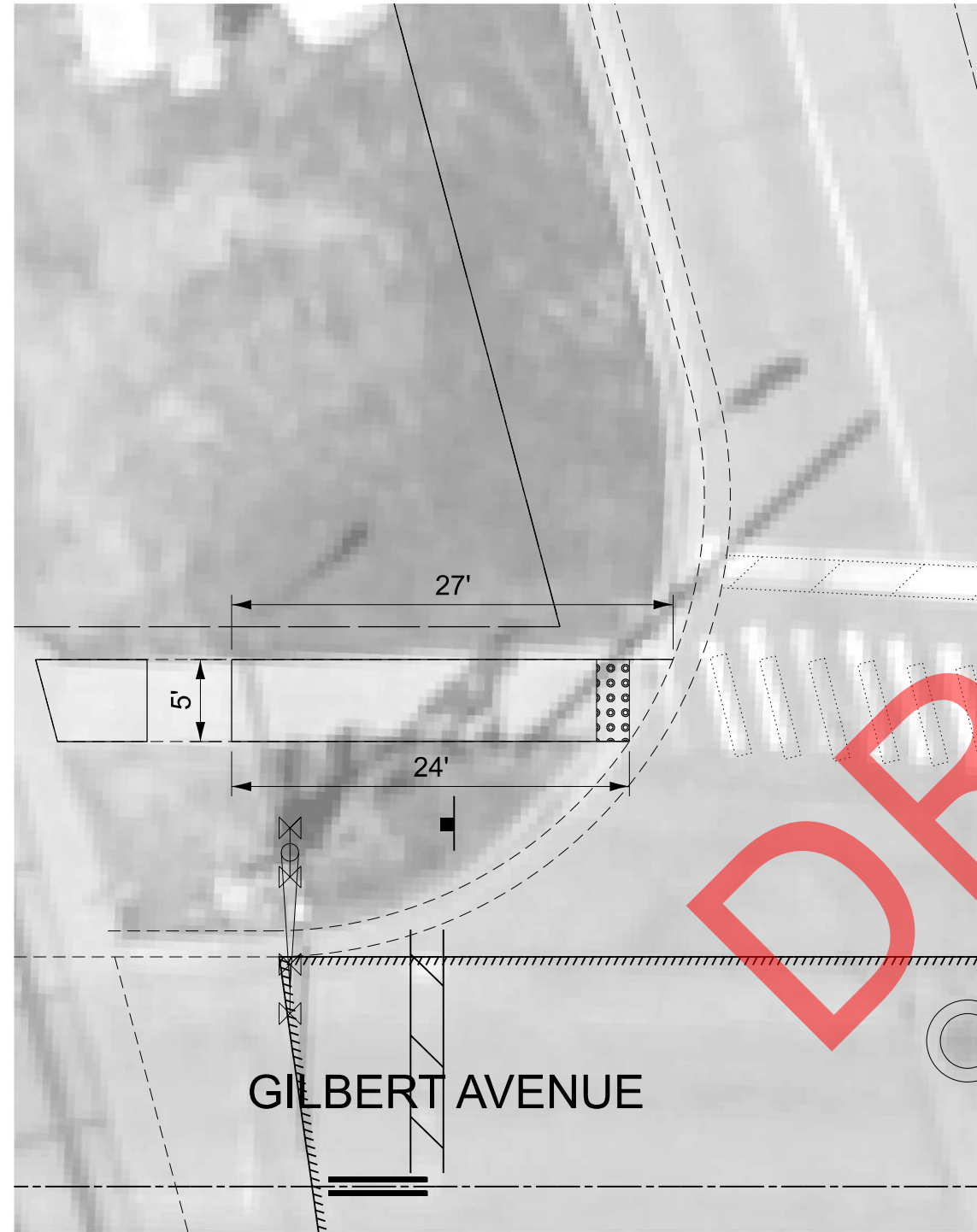
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GILBERT AVENUE

35+00



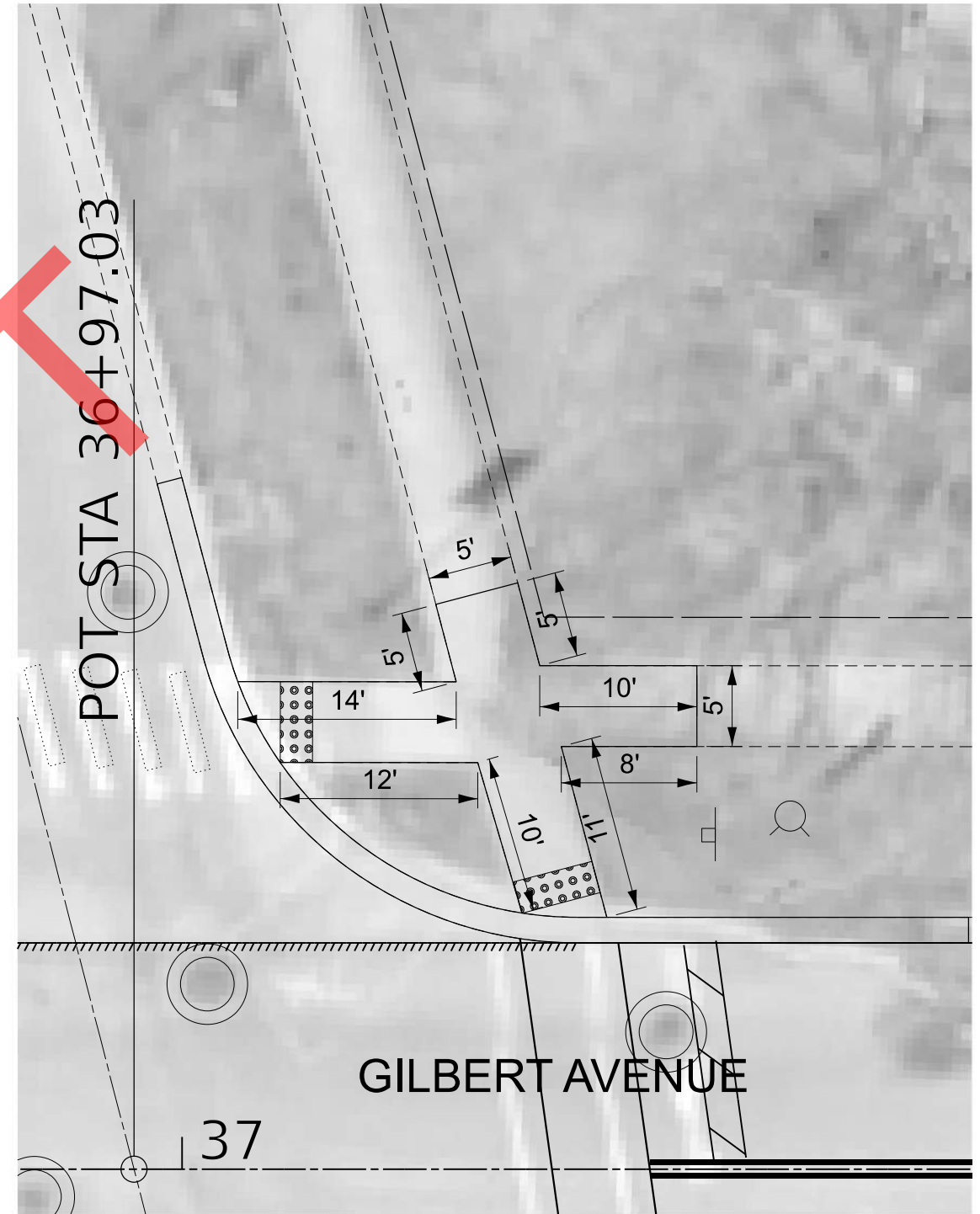
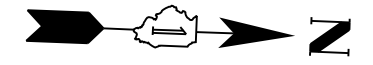
GILBERT AVENUE



GILBERT AVENUE

HILLGROVE AVENUE

HILLGROVE AVENUE



POT STA 36+97.03

GILBERT AVENUE

37

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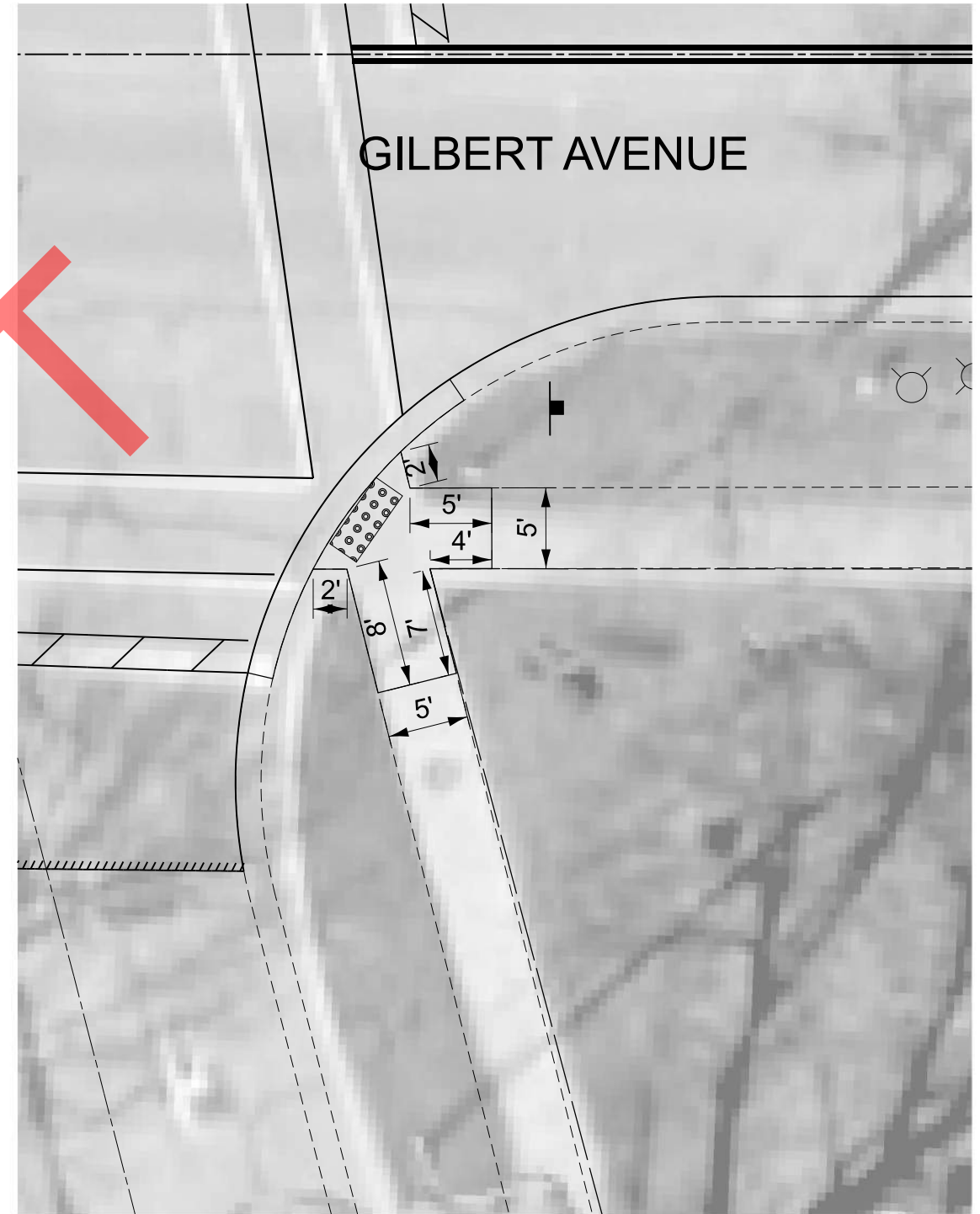
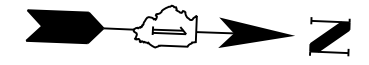
STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND HILLGROVE STREET

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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	8
CONTRACT NO.				

ILLINOIS FED. AID PROJECT



HILLGROVE AVENUE
HILLGROVE AVENUE

STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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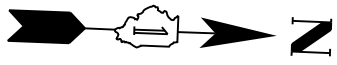
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
GILBERT AVENUE AND HILLGROVE AVENUE

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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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CONTRACT NO.				

ILLINOIS FED. AID PROJECT

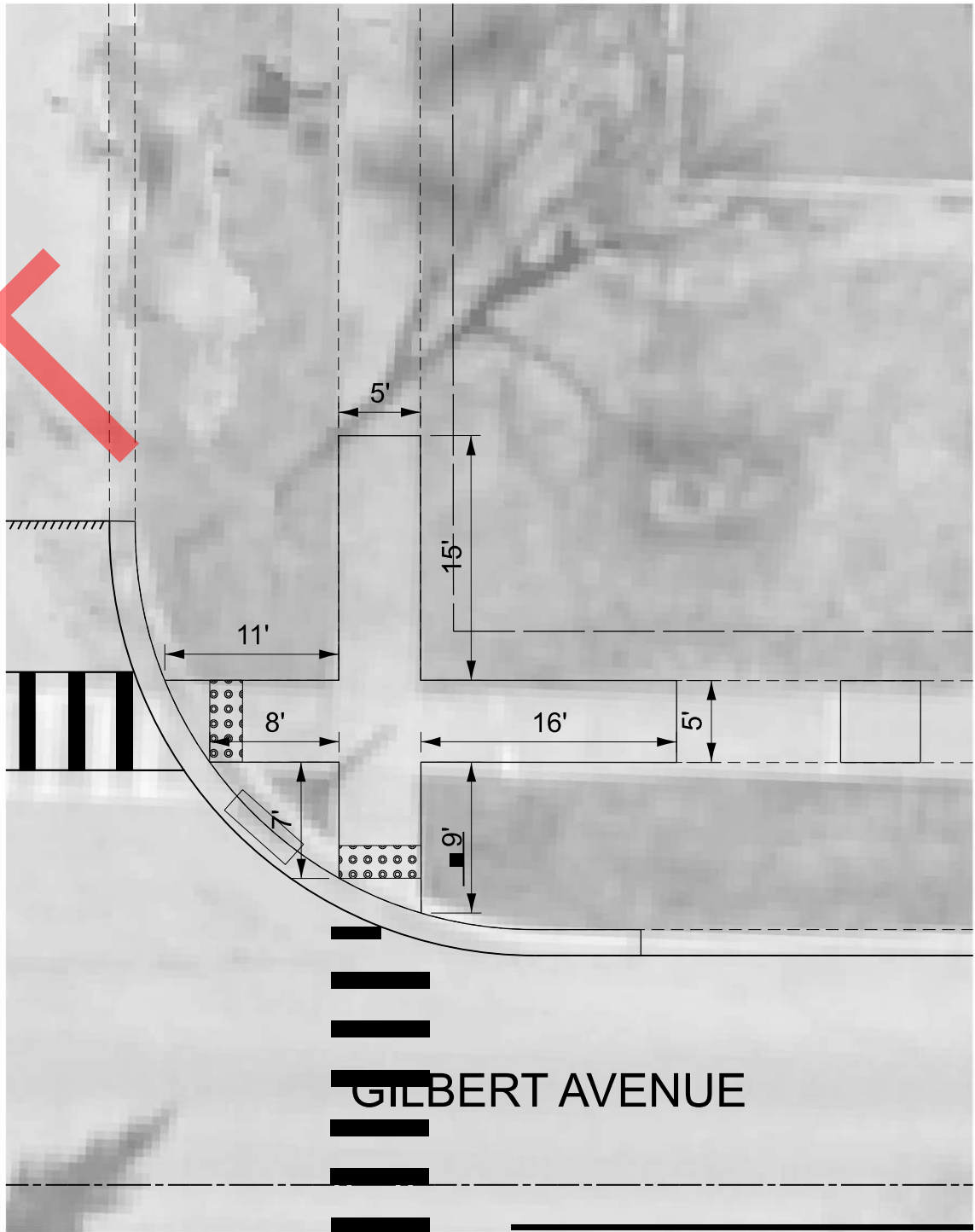
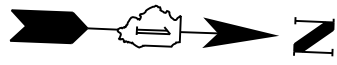


42ND STREET

42ND STREET

GILBERT AVENUE

43



GILBERT AVENUE

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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
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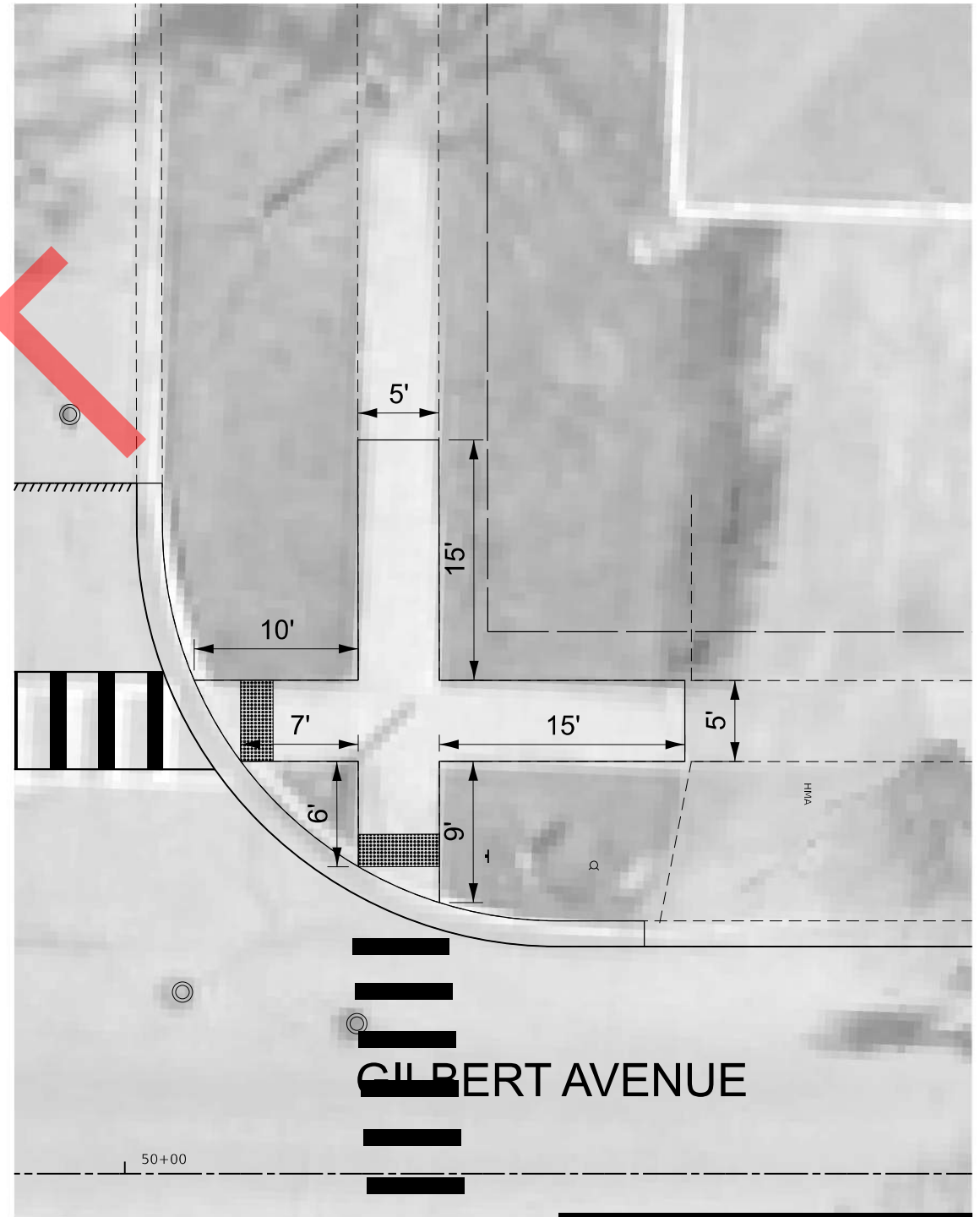
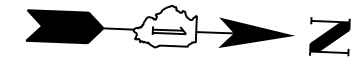
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	10
CONTRACT NO.				



GILBERT AVENUE

41ST STREET



GILBERT AVENUE

41ST STREET

DRAFT

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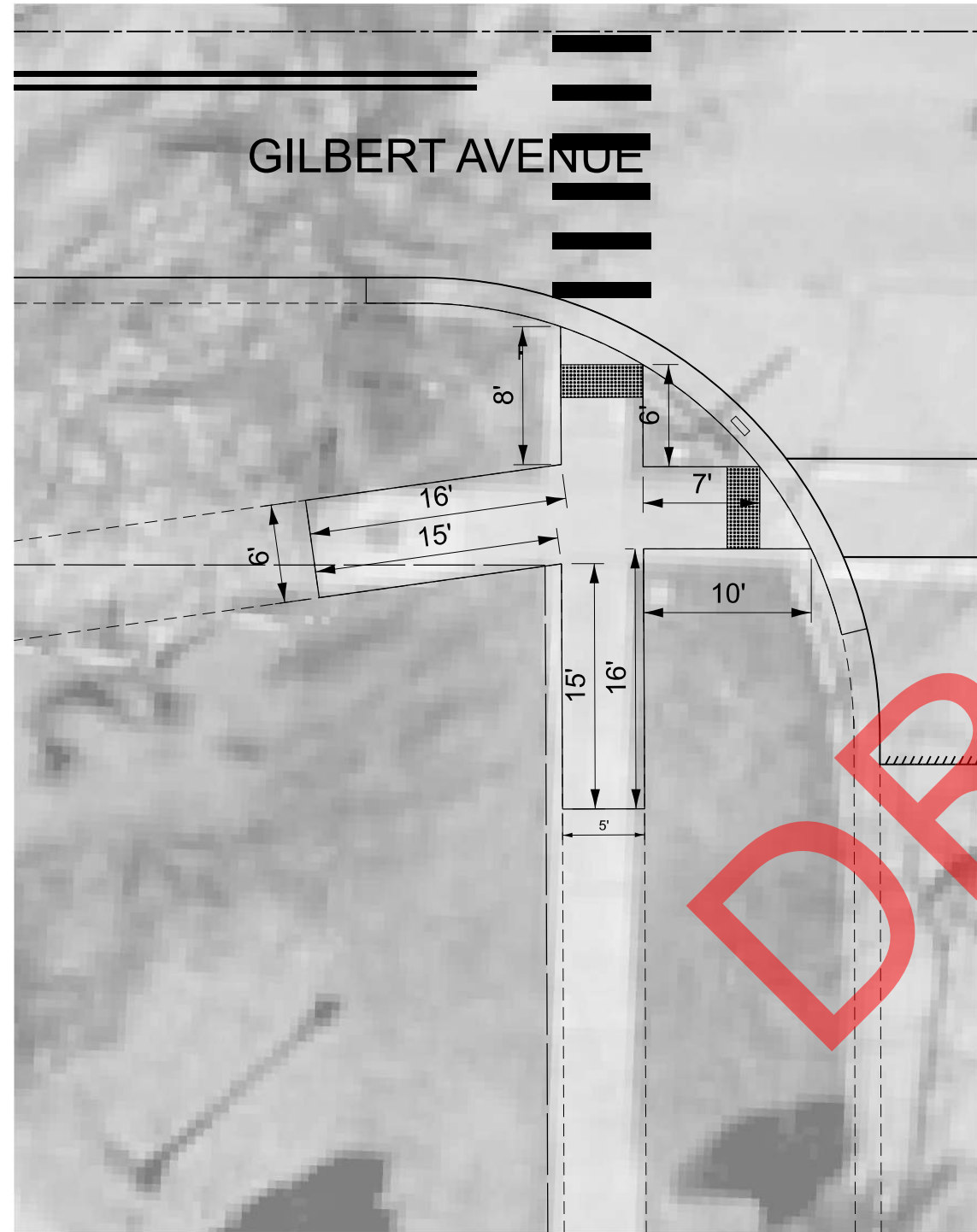
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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
GILBERT AVENUE AND 41ST STREET

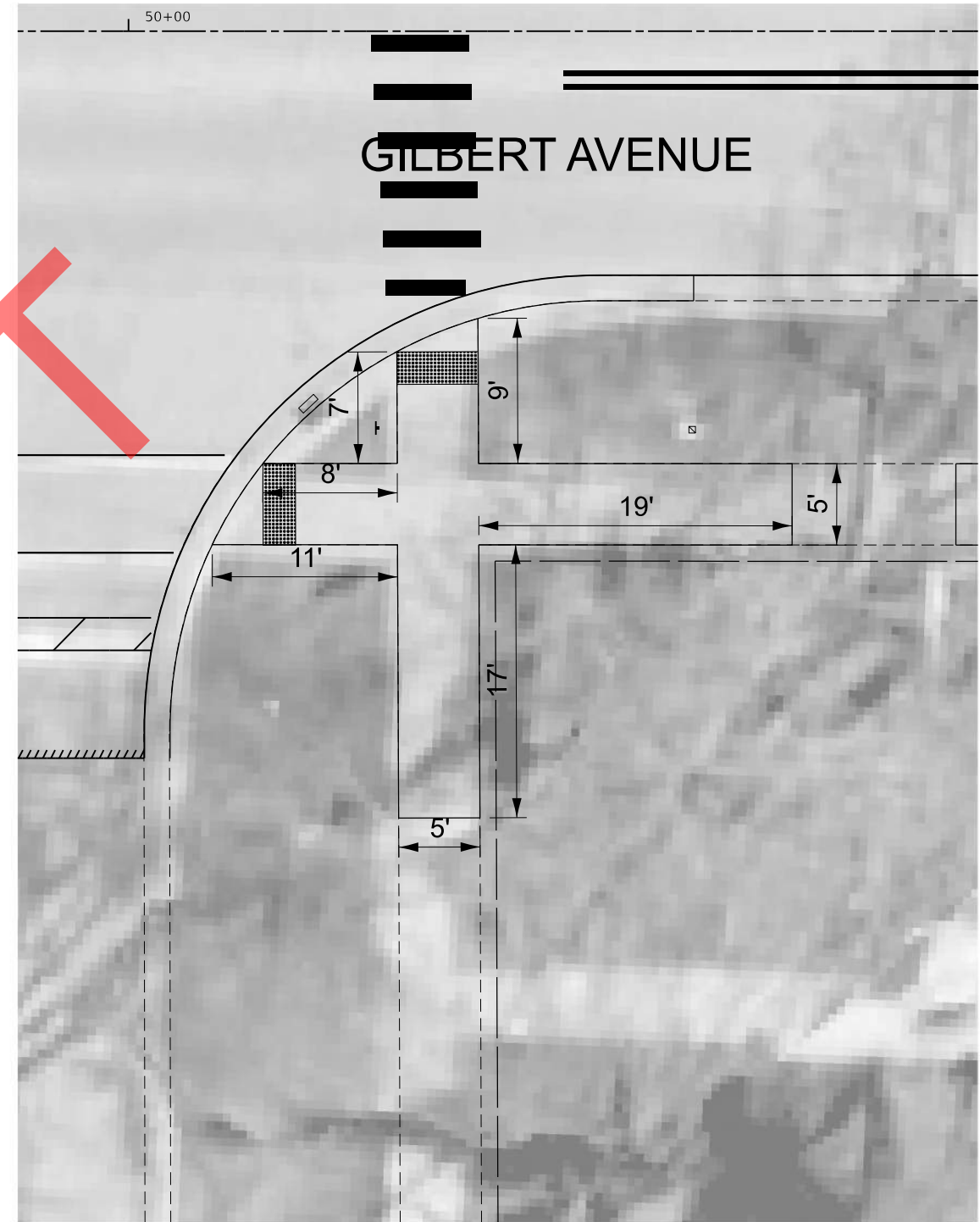
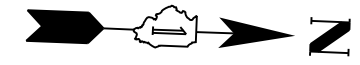
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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CONTRACT NO.				



41ST STREET

41ST STREET



STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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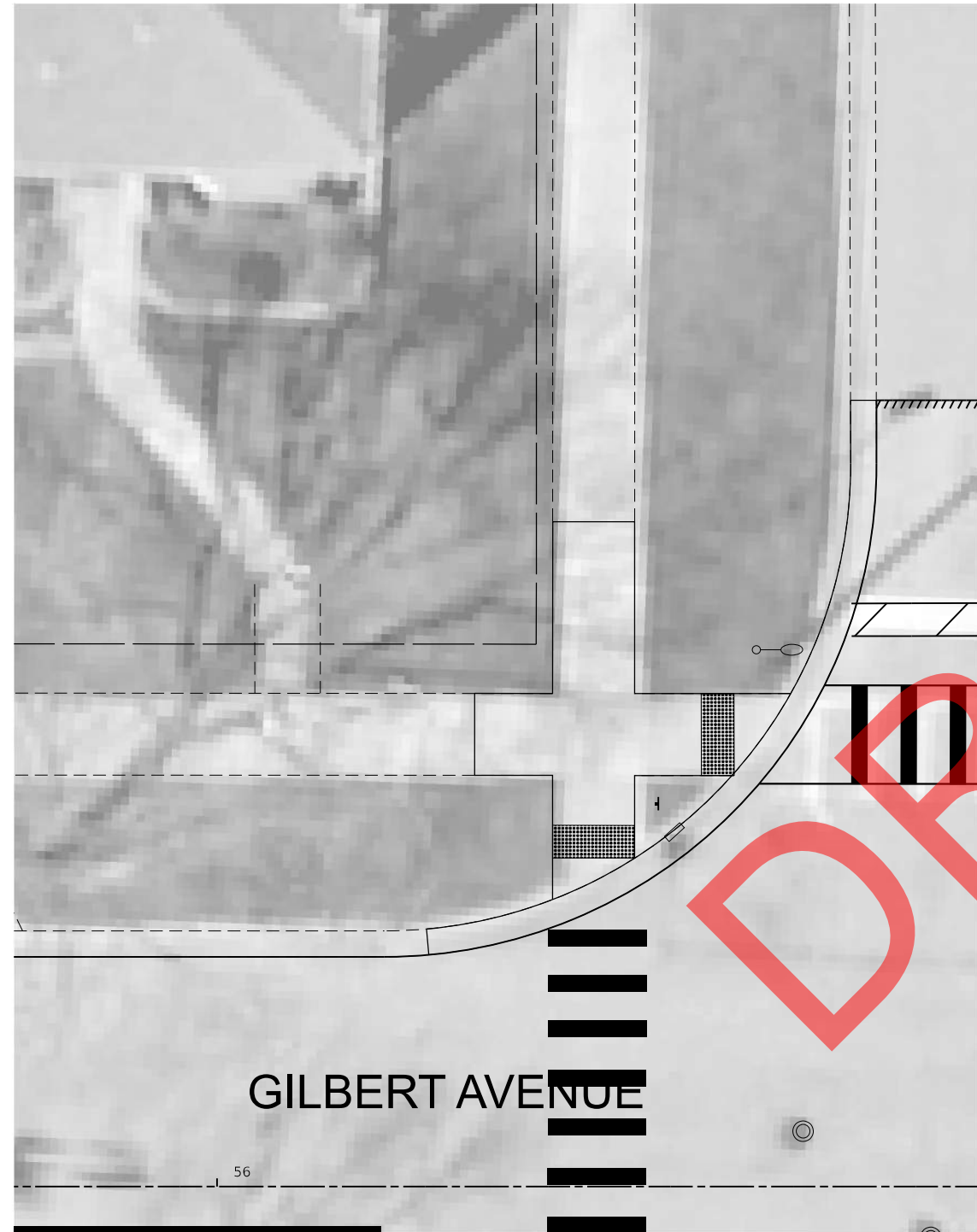
STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND 41ST STREET

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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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CONTRACT NO.				

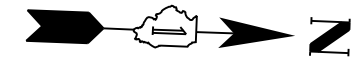
ILLINOIS FED. AID PROJECT



GILBERT AVENUE

40TH STREET

56



GILBERT AVENUE

40TH STREET

57

STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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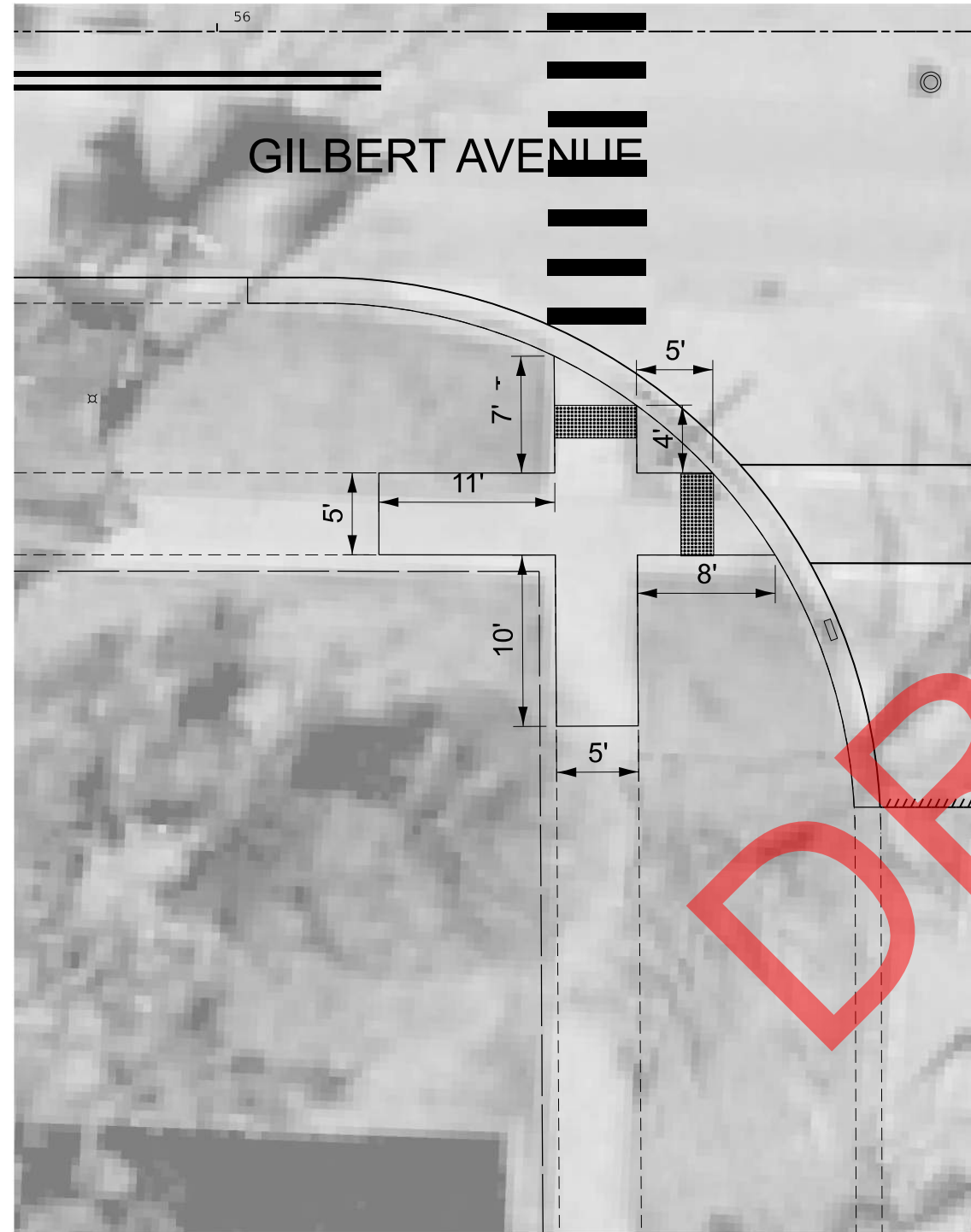
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND 40TH STREET

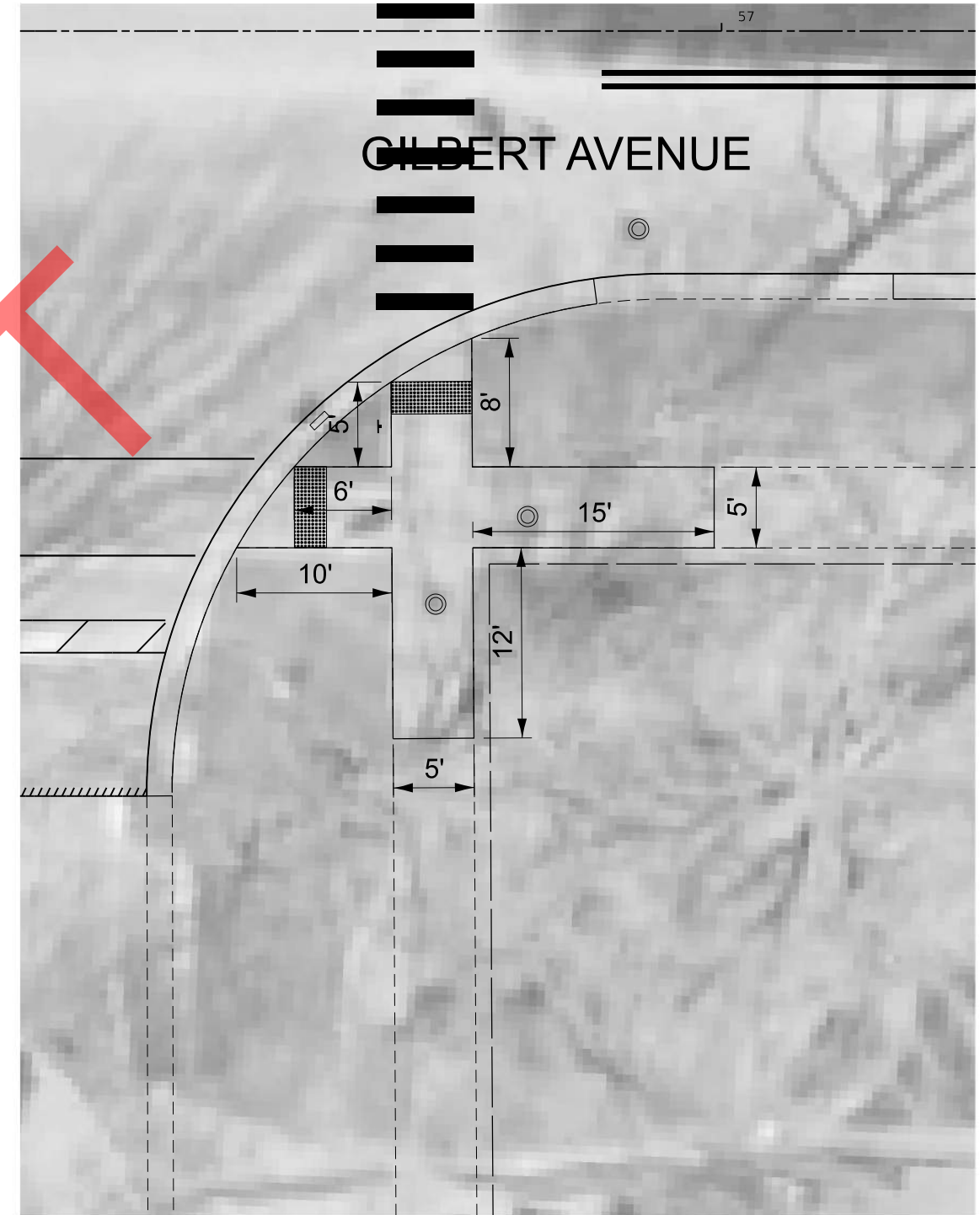
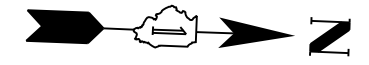
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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CONTRACT NO.				



BELL AVENUE

BELL AVENUE



STATE OF ILLINOIS - PROFESSIONAL DESIGN FIRM
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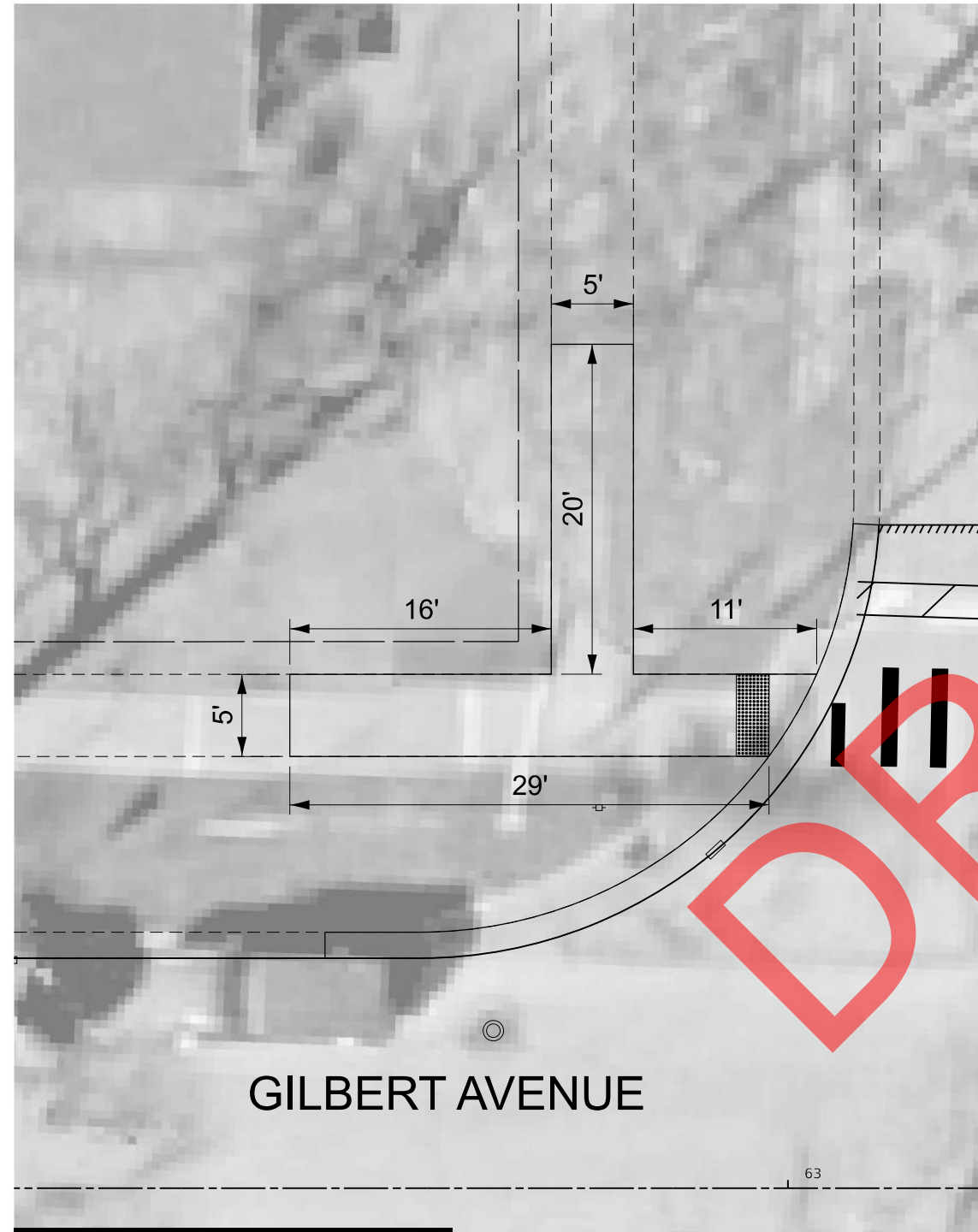
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND BELL AVENUE

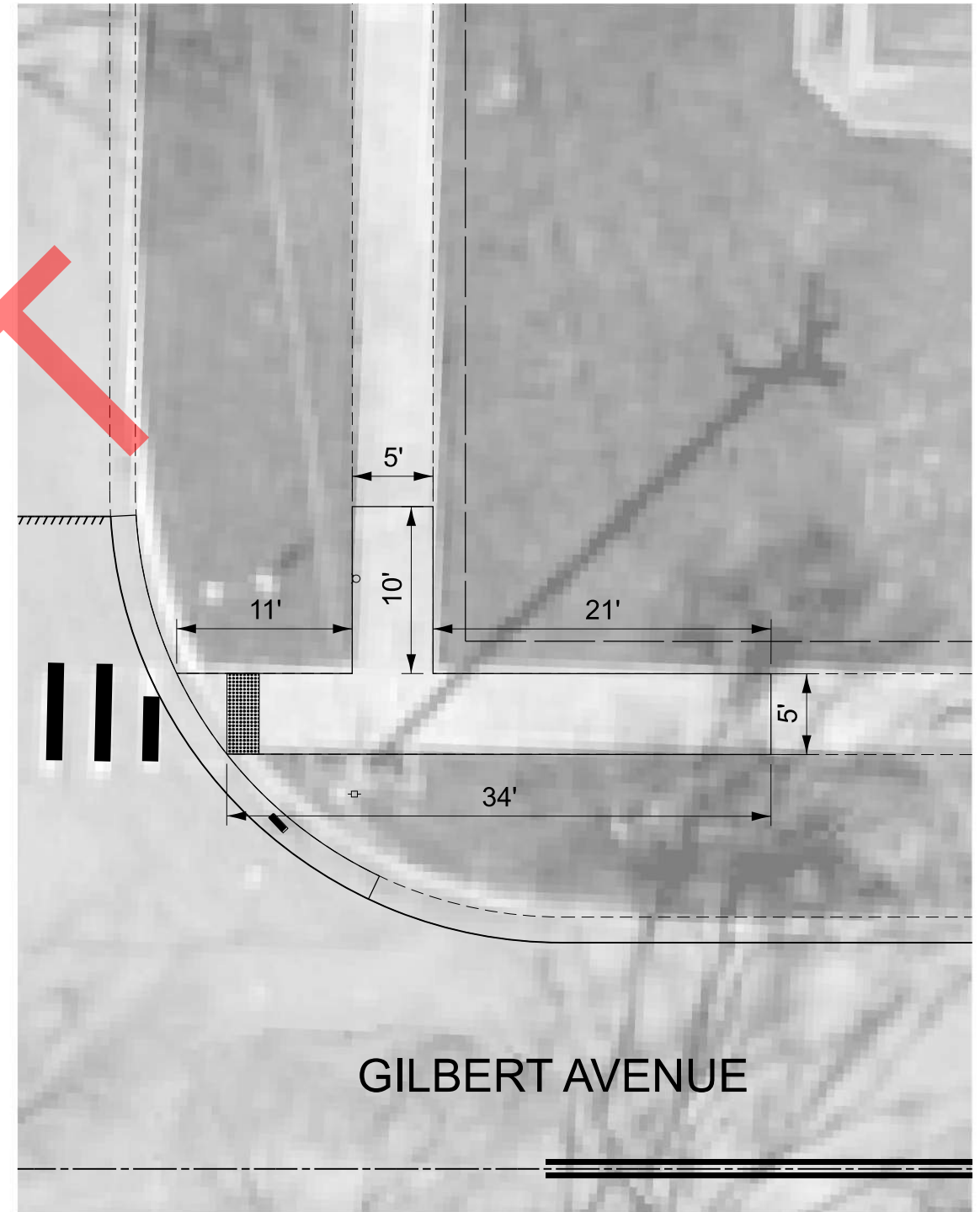
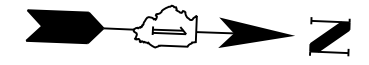
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-R5	COOK	15	14
CONTRACT NO.				



GILBERT AVENUE

39TH STREET



GILBERT AVENUE

39TH STREET

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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS
 GILBERT AVENUE AND 39TH STREET

SCALE: 1" = 5' SHEET 14 OF 14 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2697	25-00105-00-RS	COOK	15	15
CONTRACT NO.				



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 9.B.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent , Diana Puga, Municipal Services Coordinator

CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

RE: (Discussion only) Contract with Water Services Company for the 2026 Water Meter Replacement Project

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 3, 2026 and recommended the approval of a contract with the lowest cost, qualified and responsible bidder, Water Services Company, for the 2026 Water Meter Replacement project for an amount not to exceed \$25,000.00.

Summary

On December 19, 2022, the Village Board approved a Village-wide water meter replacement project. This project began in 2023, with a majority of the meters being replaced through the end of 2024. On April 28, 2025, the Village authorized and approved a contract with Water Resources Inc. to perform the replacement of 90 outstanding meters.

Since 2025, an additional 110 meters have reached or are nearing their useful service life. On February 5, the Village issued a Request for Bids (RFB) to replace the outstanding meters. On February 23, the Village received a total of (2) bids. A summary of the submittals is as follows:

Name	Replacement Cost
Water Services Company	\$22,595.65
Anchor Heavy Civil, LLC	\$52,250.00

The full pricing breakdown is included as an attachment.

The lowest cost, qualified and responsible bidder for this project is Water Services Company. Water Services Company was previously a sector of Water Resources Inc., but has since become a separate entity. Water Resources, Inc. won the contract in 2023 through 2024, and the extended contract was approved with Water Services Company through 2025.

The Village has budgeted a total of \$50,000 for this project. At this time, the Village is aware of

four (4) homes that require a meter change. Through this contract, Water Services Company will assist the Village in acquiring records to determine the size of these four (4) homes. Village staff is recommending the Village Board approve the contract for an amount not-to-exceed \$25,000, which would allow for minor field changes and provides the funding necessary until the four (4) undetermined meter sizes are determined.

Financial Impact

Account 4303510 62031
Fund Water Fund
2026 Budget \$50,000
Project Cost Not to exceed the approved budgeted amount of \$25,000.

Recommended Motion

I move to approve a contract with the lowest cost, responsible bidder, Water Services Company, for the 2026 Water Meter Replacement project for an amount not to exceed \$25,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

- 1. 2026 Bid Results - Water Meter Replacement Project
- 2. Water Services Co. Bid Submittal

2026 WATER METER REPLACEMENT			Water Services Company		Anchor Heavy Civil, LLC	
Existing Meter Size	Match TO Meter Replacement Size (CAL)	Quantity	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price
5/8"	3/4"	82	\$ 198.55	\$ 16,281.10	\$ 475.00	\$ 38,950.00
3/4"	3/4"	1	\$ 198.55	\$ 198.55	\$ 475.00	\$ 475.00
1"	1"	10	\$ 198.55	\$ 1,985.50	\$ 475.00	\$ 4,750.00
1.5"	1.5"	12	\$ 298.00	\$ 3,576.00	\$ 475.00	\$ 5,700.00
3"	3"	1	\$ 555.00	\$ 555.00	\$ 475.00	\$ 475.00
TBD	TBD	4	TBD	TBD	\$ 475.00	\$ 1,900.00
Total (As Read)				\$ 22,595.65		\$ 52,250.00
Total (As Calculated)				\$ 22,596.15		\$ 52,250.00
Difference				\$ (0.50)		\$ -



WATER SERVICES

Dear, Members of the Village of Western Springs Selection Committee

Water Services Company is pleased to submit this comprehensive proposal in response to the Village's Request for Bids for the "2026 Water Meter Replacement Project". We have thoroughly reviewed the contract requirements dated February 17, 2026, and confirm our full understanding of and ability to meet all technical specifications, scheduling requirements, and service expectations outlined therein. With over 30 years of experience in municipal water meter installation and replacement projects, Water Services Company has successfully completed similar projects for a myriad of municipalities across Illinois. Our team specializes in customer focused meter replacement programs that prioritize minimal disruption, professional communication, and technical excellence. We understand the demanding nature of this project and are fully prepared to meet the Village's high standards for quality, customer service, and documentation. Our Illinois licensed plumbers, experienced installation crews, and proven project management systems make us uniquely qualified to deliver successful results.

Scope of Work

Water Services Company proposes to furnish all labor, equipment, supervision, and incidentals necessary to complete the work described in the contract documents of Approximately 110 existing mechanical water meters, many exceeding 25 years of service life, will be removed and replaced with Village provided Neptune Mach 10 ultrasonic water meters. Each location will also receive a Village-provided Neptune R900 Meter Interface Unit (MIU). Each installation will include full system testing, activation, and verification of communication between the meter register and the endpoint.

MIU Retrofit Installations

For meters approximately seven years old or newer, Water Services Company will perform MIU retrofit installations. Each location will be inspected to verify meter condition and compatibility. Neptune R900 endpoints will be installed and properly wired to existing Sensus IPERL meters where applicable. All installations will include testing and confirmation of communication functionality.

Installation Materials

Our unit pricing includes all contractor-supplied installation materials required to complete the work in compliance with the Illinois Plumbing Code and Village specifications. neoprene gaskets, dielectric couplings for connections to lead service lines, grounding jumpers, copper seal wire with tamper seals, polyurethane exterior sealant. Emergency pipe freezing equipment will be available on-site or within fifteen minutes when necessary.



WATER SERVICES

Pricing Breakdown

Below is a comprehensive description of the pricing structure proposed by Water Services Company for the 2026 Water Meter Replacement Project.

Work to be Installed	Price
5/8" X 3/4" Meter Installation With MIU	\$198.00
3/4" Meter Installation With MIU	\$198.00
1" Meter Installation With MIU	\$198.00
1-1/2" Meter Installation With MIU	\$298.00
2" Meter Installation With MIU	\$320.00
3" Meter Installation With MIU	\$555.00
MIU Only Installation	\$125.00

Documentation and Data Management

Water Services Company will provide comprehensive electronic documentation for each installation. Each property record will include photographs taken before, during, and after installation, along with the property address and account number. We will document service line size and material, interior plumbing characteristics, existing meter serial numbers and readings, and new meter information including serial number, size, and initial reading. The R900 endpoint radio identification number and installation location will also be recorded.

Daily electronic progress reports will be provided to the Village. Each installation will be delivered in a complete PDF documentation package with photographic records. Data will also be prepared in a GIS-compatible geodatabase format, coordinated with the Village prior to the start of work. We will work directly with the Village Finance Department to support integration into the MUNIS ERP system. At project completion, a final summary report will be provided.

Customer Communication and Scheduling

Water Services Company will manage all customer communication and appointment scheduling. A general notification letter will be prepared and mailed approximately two weeks prior to scheduling efforts. Follow-up correspondence will request appointment scheduling, and confirmations will be provided by phone, online portal, or U.S. mail. Each confirmation will include installer identification information.

A fully staffed call center will operate Monday through Friday from 8:00 AM to 4:30 PM, and property owners will have access to a 24-hour online scheduling portal.

Appointments will be scheduled at the convenience of residents and businesses. Standard working hours will be 7:30 AM to 8:00 PM Monday through Friday and 9:00 AM to 5:00 PM on Saturdays. No work will be performed on Sundays or Illinois-recognized holidays.



WATER SERVICES

Customer Service Standards

All installation personnel will be uniformed, background-checked, and approved by the Village. Employees will carry company identification and maintain courteous, professional conduct at all times. Crews will use clean work practices, including protective floor coverings and boot covers, and will leave each work area in clean condition. Installers will clearly explain the work being performed and immediately address or relay any concerns to Village staff.

Personnel and Qualifications

The project will be staffed by Illinois-licensed plumbers and experienced installation technicians trained in residential meter installation and technical troubleshooting. Background checks for all personnel are included with this submission.

Licensed Plumbers:

Raffaele Campobasso, 058-198423, Exp: 04/30/2026

Project Manager:

Loredana Scarcia, Project Manager, 847-697-6623 X111 Loredana@waterservicescompany.com

Water Services Company maintains all required insurance coverage and will provide Performance and Payment Bonds equal to 100 percent of the contract sum within seven (7) days of contract award.

Project Schedule

Upon issuance of the Notice to Proceed, Water Services Company will mobilize immediately. We commit to completing all installations by September 30, 2026. Our management approach emphasizes consistent weekly production while maintaining flexibility to accommodate property owner availability and unforeseen conditions.

Commitment

Water Services Company is committed to providing the Village of Western Springs with a professionally managed, well-documented, and customer-friendly meter replacement program. We have reviewed all contract requirements and confirm our ability to meet or exceed every specification.

We appreciate your consideration of our proposal and welcome the opportunity to answer any questions or provide additional information.

Respectfully submitted,

Bret Pedone



WATER SERVICES



CONTRACT REQUIREMENTS FOR

2026 Water Meter Replacement

FEBRUARY 23, 2026
10:00 A.M. (Prevailing Time)

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Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2026 Water Meter Replacement Project**

Bids will be received until **10:00 AM**, Prevailing Local Time on **February 23, 2026**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Doings Newspaper on February 5, 2026

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: February 5, 2026

Bids to be entitled to consideration must be made in accordance with the following instructions:

Bids shall be submitted in an opaque, sealed envelope plainly marked with the words:

2026 Water Meter Replacement RFB
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **February 23, 2026**, after which time and at such place all bids will be publicly opened and read aloud.

Bids received after the time for opening will not be considered.

Bids must be signed by an authorized official of the contractor's organization, and the name of the official and their title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

Proposal

TO: Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: 2026 Water Meter Replacement RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work on or after April 1, and must be completed by September 30, 2026, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

02/20/2026

Date

Water Services Company of Illinois

Proposed Contractor (Bidder)

But Pedone

Witness

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2026 Water Meter Replacement RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Anticipated Bid Schedule

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	Thursday, February 5, 2026
RFB Questions Due	12:00 PM on Monday, February 16, 2026
Addendum	12:00 PM Tuesday, February 17, 2026
Bids Due Date	10:00 AM on Monday, February 23
Village Board Selection of Qualified, Responsive Bidder	March 23, 2026
Notice to Proceed	After April 1, 2026

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Existing Meter Size</u>	<u>Mach 10 Meter Replacement Size (GAL)</u>	<u>Quantity</u>	<u>Unit Extended Price</u>
5/8"	3/4"	82	\$ 198.55
3/4"	3/4"	1	\$ 198.55
1"	1"	10	\$ 198.55
1.5"	1.5"	12	\$ 298.00
3"	3"	1	\$ 555.00
TBD	TBD	4	\$ TBD

MIU Installation

Total Extended Price \$ 22,595.65

**Pricing should be inclusive of all labor for installation of meters, MIU readers, and connections.*

Name of Bidder: Water Services Company of Illinois

Address: 848 Olive St. Elgin, IL, 60120

Telephone No. 847-697-6623 Fax No. _____

Signature: 

Name and Title: (Please Print) Bret Pedone

Date: 02/20/2026

References

Name of Organization: Village of Bartlett Illinois
Year of Contract: 2023
Contact Name: Blake Grenlie
Telephone No: 630-837-0811
Email Address: bgrenlie@bartlettill.gov

Name of Organization: City of Evanston Illinois
Year of Contract: 2025
Contact Name: Vicki Biner
Telephone No: 847-448-8218
Email Address: vbiner@cityofevanston.org

Name of Organization: Village Of Wilmette Illinois
Year of Contract: 2025
Contact Name: Andy Lazar
Telephone No: 847-853-7537
Email Address: lazara@wilmette.com

Name of Organization: Village of Skokie Illinois
Year of Contract: 2024
Contact Name: Jeremy Lyerly
Telephone No: _____
Email Address: jeremy.lyerly@skokie.org

Name of Organization: Village of Schaumburg Illinois
Year of Contract: 2016
Contact Name: Josh Orin
Telephone No: 847-923-6632
Email Address: jorin@schaumburg.com

Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Water Meter Replacement Project** conforming to the terms and conditions set forth herein.

Scope of Work

The Village of Western Springs seeks a firm to replace approximately 110 mechanical meters and corresponding touch pads with NEPTUNE Mach 10 meters.

Submittal Requirements

The following information and documents must be included as part of the bid submittal:

1. Contractor/Organization Information – i.e. staff qualifications, services provided, etc.
2. Schedule of Bid Prices
3. Contractor must sign and submit as part of the bid package the Contractor's Drug-Free Workplace Certification, Contractor's Certification Regarding Non-Payment of Compensation, Exhibit A, and Exhibit B.

Estimated Structure Quantities

The Village does not guarantee the work under this Contract will include the estimates provided herein. The Village reserves the right to increase or decrease quantities.

The Village will coordinate with the Contractor on how to address any changes in scope and/or location.

Locations

The Village shall provide the contractor with the various replacement locations prior to commencing the project.

Buffalo Box

The Contractor shall be responsible for having the appropriate equipment to locate and uncover buffalo boxes. The Contractor shall make a good faith effort to locate and uncover all buffalo boxes prior to contacting the Village for additional assistance.

Buffalo boxes are privately owned, and the Village does not maintain records for their current locations.

Existing Water Meter Infrastructure

The existing water meter infrastructure includes approximately 4,500 meters varying in size from 5/8" to 4" with corresponding touch pads. All existing meters included as part of this contract (approximately 110) are currently read via touch read and are more than 25 years old. All meters less than seven (7) years old and are proposed to remain in service but will be retrofitted with new endpoints.

Supply

The Village shall provide and maintain a supply for NEPTUENE Mach 10 meters, MIU readers, and relevant parts.

Installer Qualifications

1. The meter/endpoint installation crew shall be employed directly by the Contractor. Subcontractors shall not be used without the Village's approval.
2. Each meter installation crew shall have a licensed plumber in the State of Illinois. Submit a copy of State of Illinois plumbing license(s) for each plumber employed to install meters for this project.
3. Installation crews shall be experienced, trained, and technically competent.
4. Employees shall pass a criminal background check approved by the Village and sign a waiver release prior to entering customer property.
 - a. Submit a list of employees authorized by the contractor to enter and install water meters / endpoints.
 - b. Criminal background checks shall be completed for employees by an agency approved by the Village.
 - c. Submit copies of criminal background checks to the Village. Note: all submissions to the Village are public record. Personal information listed in background checks, such as social security numbers, may be blocked out in the submittal.
 - d. Based on the results of the background check, the Village shall have the right to prohibit employees from entering customer properties.
 - e. Promptly submit updated employee lists and background checks if staffing is revised.

Internal Plumbing Irregularities

The Contractor shall report to the Village all internal meter or plumbing irregularities, including meters installed backwards, disconnected meters, other indication of tampering such as magnets, if meter has been removed and replaced with connecting pipes; if registers are disconnected from meter; if there are illegal connections before the meter, or if there are any other circumstances that warrants communication with the Village. Photographs shall be taken of all irregularities and documented in writing to the Village prior to the commencement of work. Contractor shall not proceed with the installation of a new meter until the Village has authorized the project to continue.

The Contractor shall be available to respond to calls from customers concerning leaks, loss of service, or other issues related to the installation. The Contractor must be available to respond to problems associated with the installation twenty-four (24) hours a day, seven (7) days a week basis, and must respond to make necessary repairs within two hours of receiving the call. Records of all calls and the response provided shall be provided to the Village the next business day.

Contractor Employee Conduct

1. The contractor shall not enter a property unless admitted by an adult (18 years or older) who is the property owner or another person with a legal right to possession of the property, or a person with apparent authority to allow entry.
2. All employees entering customer properties shall wear a company uniform and carry employee identification and should identify themselves as working on behalf of the Village.
3. Employee vehicles shall be clearly marked with the name, phone number, and/or logo of the installation contractor or meter/AMI supplier.
4. Do not track in mud, dirt, snow, or water. Utilize boot covers as required to prevent tracking.
 - a. Follow all Center for Disease Control and Illinois Department of Public Health protocols at time of installation. Including but not limited to face masks, handwashing, disinfecting surfaces, social distancing, and other recommended mitigation strategies.
5. Contractor shall not solicit, advertise, or leave promotional materials with the property owner in the execution of the meter/endpoint replacement project.
6. Crews actively engaged in the installation of water meters/endpoints shall not perform any other work on a customer's property during the same visit(s). Unless the property owner is paying to have work done for the installation of the new water meter.
7. Contractor shall not smoke in or on customer property (including outside).
8. Contractor employees shall treat customers in a courteous and respectful manner. If customers have objections or complaints about the project or the installation, direct the customer to contact appropriate Village staff.
9. If a customer becomes irate, confrontational, or threatening, the contractor shall leave the property immediately and contact appropriate Village staff.

Materials

1. General: Ensure all materials comply with the Illinois Plumbing Code and Village of Western Springs Village Code.
2. Water Meters: All new water meters should be NEPTUNE meters and provided by the Contractor. All 5/8" meters shall be upgraded to 3/4" meters. New meter sizes shall be between 3/4" and 4".
3. Register: New water meter registers will be provided by the Contractor. The registers shall be installed to provide a means for the customer to view the meter reading.
4. Endpoint: Contractor to provide the device which reads the meter register and transmits this and other relevant data automatically to the data collection system.
5. Meter Coupling and Gasket: Lead-Free meter couplings and neoprene gaskets provided by the Contractor.
6. Seal Wire and Lead Seal: Copper seal wire 3 ply #27 with lead seal will be provided by the Contractor.
7. Valves: All valves are owned by the property owner and shall have brass or bronze bodies and be in compliance with the Illinois Plumbing Code for potable water. All valves that need to be replaced will be at the discretion of the property owner and

Commented [ED1]: I have made the assumption throughout that we will request the contractor to provide all necessary materials. Thoughts?

Commented [M52R1]: Agreed, that is how I would approach it. However, I suppose we should clarify who the contractor is. Is it Neptune or Sensus or is it the "Installer"?

Commented [ED3R1]: I provided some clarity above; however, the installer would likely provide the materials as the distributor as manufacturers usually do not directly distribute their products with the exception of Neptune, it seems. Please see below
Kamstrup (manufacturer)- Water Products Company (distributor) Unsure of Installer
Badger (manufacturer)- Midwest Meter (installer)
Sensus (manufacturer)- Core & Main (installer)?
Neptune (manufacturer)- unsure of installer

installation paid to the contractor by the property owner under the contract price agreed upon in this contract for additional work needed to complete the new meter installation.

8. Pipe: Copper tubing for water piping shall meet Illinois Plumbing Code requirements.
9. Fittings: Provide all copper, brass, or bronze fittings. Plastic fittings will not be allowed.
10. Ground Wire: Provide proper grounding for new water meter if necessary.
11. Polyurethane Sealant: Provide sealant on all exterior penetrations to the building.

Equipment

1. Pipe Freeze Equipment: Provide commercial pipe freeze equipment capable of freezing copper lines up to and including 1.5-inch diameter. Pipe freeze equipment shall be available on-site prior to beginning any installation, or available to the contractor within 15 minutes of beginning installation. Obtain authorization from the Village prior to freezing pipes. The Contractor is only allowed to freeze copper service lines.
2. Handheld Field Programmer/ Smart Phone/ Tablet:
 - a. Provide handheld field programmer, smart phone, tablet or similar device with software capable of verifying communication between the radio, register and collector. Such devices shall be capable of recording and downloading all required data. NEPTUNE R900 Belt Clip Transceiver or equivalent programmer is preferable.
 - b. Installation documents shall be in electronic PDF form and used for documentation of the install and sent to the Village as verification of the install.

Scheduling Individual Meter and Endpoint Installations

Coordinate installation of water meters with each property owner according to the following minimum requirements. Customer names, addresses, and account numbers will be provided.

1. General Letter
 - a. Prepare a general letter for delivery on Village of Western Springs letterhead to all affected property owners explaining the following:
 - i. Description of the meter replacement project
 - ii. Need for entry/access
 - iii. Typical time required for installation
 - iv. Name and phone number of contractor to complete the installation
 - v. Notification that contractor will be contacting the property owner to schedule installation
 - vi. Customers rights and responsibilities information
 - vii. Mechanism/Process for resident to schedule their installation
 - b. Submit proposed general letter to the Village of Western Springs for review and consideration. Upon approval, the Village will provide a copy of the letter to the contractor on Village letterhead.

- c. Mail a copy of the general letter to each property owner approximately two weeks prior to contacting them for installation.
2. Scheduling Process
- a. Prepare a letter from the Contractor to the property owner requesting that the property owner contact the contractor to schedule a time for meter installation. Contractor shall determine how residents should schedule appointments (i.e toll free number, online, etc). Provide resident with installer's name, company, phone number, and photo identification, along with installation date and time, via email, online portal, or U.S. mail prior to starting work. Notify the Customer of any change to this information as soon as practical.
 - b. Submit a letter to the Village of Western Springs for review and consideration no less than ten business days prior to the delivery of the letter. Upon approval, letters may be sent to Customers.
 - c. Mail the initial request and document the date sent on Village letterhead.
 - i. If no response to the initial request is received within two weeks, send a follow-up letter, or deliver a copy of the letter via door hanger.
 - ii. If no response to the second attempt is received within one week, visit the property to attempt contact in person.
 - iii. If no contact is made, leave a door hanger with a copy of the letter.
 - iv. If no response is received within a week after making the third attempt at contact, notify the Village of Western Springs.
3. Installation Hours:
- a. Work is permitted at individual homes between the hours of 7:30 AM to 8:00 PM, Monday through Friday and 9:00 AM to 5:00 PM Saturdays. Work on Sundays and holidays recognized by the State of Illinois will not be allowed. Other work schedules may be permitted with prior approval of the Village to deal with unique circumstances such as restaurants or commercial locations.
4. Installation Sequence
- a. Contractor shall be assigned the total number of accounts for the contract
 - b. The Contractor shall complete all installation of meters by September 30.

Inspection and Documentation

1. Inspection
- a. Prior to shutting off water and beginning installation, inspect the existing service and document the service material entering the residence or building.
 - b. Notify the Village of Western Springs of the following conditions and do not proceed with the installation until reviewed and directed by the Village:
 - i. The existing meter is inaccessible.
 - ii. The existing meter is set vertically.
 - iii. The existing service does not comply with the plumbing code or is not constructed of standard potable water supply materials.
 - iv. The existing service needs repairs prior to installing the water meter.

- v. Other conditions that would prohibit the safe and effective replacement of the water meter.

2. Documentation

- a. Obtain digital photographs of existing meter installation documenting the condition and configuration of the existing meter installation. Include the property address and date in the photo or identify digitally in the filename or other means acceptable to the Village.
- b. Contractor shall be responsible for coordinating with the Finance Department any and all existing meter register data into the Village's MUNIS ERP (financial accounting platform).
- c. Record the following information electronically in the field and provide records to the Village in in a compatible Geographic Information System (GIS) geodatabase and the Village's MUNIS ERP as applicable for each installation with pictures along with property owners signature approving the installation. Confirm format of data with Village prior to beginning work.
 - i. Property Address
 - ii. Account Number
 - iii. Water Service Diameter
 - iv. Water Service Material
 - v. Existing Register Reading
 - vi. Serial Number of Existing Meter and Touch Pad
 - 1. Including pictures
 - vii. Serial Number and Register Reading of New Meter
 - 1. Including Pictures
 - viii. Radio Identification Number of the new endpoint
 - 1. Pictures of ID Number and Location
 - ix. Serial Number, size, and last inspection of any backflow devices
- d. Provide a daily report of activated meters and addresses to the Village of Western Springs. The report may be submitted electronically. All meter installations will also have a PDF file of each installation with photographs, and signature of property owner or their representative.

Water Meter and Endpoint Installation

1. General:

- a. Perform all work in accordance with the Illinois Plumbing Code.
- b. Credentials shall be presented establishing his/her identity to the customer prior to entering the house.
- c. Provide customer with the lead information literature and instructions on how to read the meter register at the time of the appointment.
- d. Ensure all necessary equipment, piping, fittings, valves, and other materials are available at the job site prior to beginning installation.
- e. Complete all installations within 2 hours after shutting the water off to the property. If the installation is anticipated to exceed two hours, notify the Village of Western Springs and property owner prior to proceeding.

- f. Protect property from leaking or dripping water. Do not allow water to drip onto the floor or spray on finished surfaces.
 - g. Upon completion of the work, obtain customer's signature on work order acknowledging completion and acceptance of the meter installation.
2. Meter Removal:
- a. Close shut off valves on each side of the meter.
 - b. If shutoff valves are missing or do not operate properly, turn off the outside valve at the buffalo box. If the outside valve is not operable or cannot be keyed, notify the Village prior to using a freezing kit.
 - i. Stop the flow with pipe freezing machine. Operate pipe freeze machine according to manufacturer's recommendations.
 - ii. Report any abnormalities with the buffalo box repairs that need to be completed in writing.
 - iii. Include all repairs on the install documentation and data file for the Village.
 - iv. Under no circumstances shall the mainline water valves be operated. The Contractor will notify the Village if they believe a mainline water valve needs to be operated in an emergency situation.
 - c. Protect surroundings and personal property from water draining out of meter or dripping from pipes.
 - d. Loosen the meter coupling nut on either side of the meter.
 - e. Remove old meter.
 - f. Remove couplings.
3. Meter Installation
- a. The contractor shall inspect any and all meters and all adjacent plumbing to determine their operational status.
 - i. Any existing meter identified during inspection as 7 years old or newer shall and in good working order shall remain in place and retrofitted with a new endpoint.
 - ii. Any existing meter identified as 7 years old or older, or determined not to be in good working order shall be retrofitted with a compatible meter and endpoint for the new collection system.
 - b. Install new meter couplings.
 - i. In the event that the Contractor is connecting a new meter to an existing lead service line, utilize a dielectric coupling between the new meter and the service line.
 - ii. Contractor to provide dielectric couplings for this purpose.
 - c. Set new meter in place.
 - d. Hand thread meter coupling nut onto meter until threads engage. Ensure threads are not cross threaded.
 - e. Tighten coupling nuts with a wrench until snug.
 - f. Install ground wire jumper if required or replace existing ground wire jumper across meter if removed.
 - g. Install seal wire with "do not tamper" tag supplied by Contractor.
 - i. Seal wire shall be run through both meter couplings and register to ensure register cannot be removed without breaking the seal wire.

Commented [ED4]: As recommended previously. Are we in agreement?

Commented [MS5R4]: Seems fine with me.

Commented [ED6R4]: Noted.

- ii. Install seal button lead or plastic supplied by the contractor.
 - h. Purge air from system.
 - i. Open the inlet (upstream) shutoff valve slowly until the meter is full of water.
 - ii. Open the outlet (downstream) valve slowly until air is out of the meter and service line.
 - iii. Select a faucet, remove aerator and open slowly to allow entrapped air to escape.
 - iv. Close customer faucet.
 - v. Inspect installation for leaks.
- 4. Endpoint Installation
 - a. Mount endpoint on the exterior of the structure in the same location as existing module. The location must be documented on the install data sheet.
 - b. If existing conditions prohibit the installation of the endpoint on the exterior of the structure, contact the Village for approval of an interior installation.
 - c. External Endpoint Installation:
 - i. Existing installation includes a Touch read module:
 - 1. Remove existing module.
 - a. If existing Touch read module is wired with a 3-wire system, the existing wiring may be utilized for the new endpoint. If existing wiring is a 2-wire system, run a new 3-wire cable from the meter to the new endpoint.
 - 2. Install external endpoint at the same location as existing module.
 - a. If the endpoint cannot be installed in the same location as the existing module:
 - i. Remove the existing module from the structure.
 - ii. Seal any holes with polyurethane clear sealant or color appropriate for the siding/exterior finish on the building.
 - iii. Pull out or cut off and abandon any existing wire from the previous installation.
 - iv. Install endpoint on exterior of building at an appropriate location and run new wire to the meter register.
 - 3. Do not install endpoint on the front façade of the building. If endpoint must be mounted on the front of the building, contact the Village to obtain assistance in finding a suitable location prior to installing.
 - d. Valve Vault Installation:
 - i. Meters installed inside valve vaults shall have "pit" registers and have lid mounted endpoints.
 - ii. Valve vault lids shall have a penetration provided by the contractor to mount the endpoint.

- iii. Payment for meter installations in valve vaults will be on a case-by-case basis and agreed upon by both the Village and contractor prior to the install.

Retrofit Existing Meter with New Endpoint

1. Any existing meter identified during inspection as 7 years old or newer shall be inspected by the contractor and all operating components shall be observed to be in working order and shall be retrofitted with a compatible endpoint for the new collection system.
2. Follow applicable scheduling, inspection, and documentation requirements as described above.
3. Inspect existing meter register and ensure compatibility with new endpoint. If existing register is not compatible, contact Village.
4. It is anticipated that are 7 years or newer are Sensus IPEARLs and may need wire connections per NEPTUNE's specifications.
5. Replace endpoint as described above.

Commented [ED7]: As recommended previously. Are we in agreement?

Commented [MS8R7]: Seems fine with me.

Commented [ED9R7]: Noted

Activation and Testing

1. Activate meter and endpoint according to meter supplier's recommendations.
2. Test and verify endpoint communicate with the register.
3. Verify communications by remotely reading the endpoint ID number and meter reading.
4. Ensure transmitted meter reading matches register display.
5. Open customer faucet and ensure the new meter is reading flow.

Debris/Refuse Removal

Upon completion of the meter installation, all refuse and unused material shall be removed from the site. The site shall be returned to its original condition.

Payment

The Village shall only reimburse the Contractor for fully completed replacements. The Village will not reimburse for missed appointments, failed investigations (i.e. to locate buffalo box), private plumbing improvements or delays, or rescheduled appointments, etc.,

Regulations

All work must comply with applicable provisions of state, federal and county regulations, as well as the Municipal Code of the Village of Western Springs, Cook County, State of Illinois, Illinois Plumbing Code, and all relevant provisions.

Damage to Village and Private Property

Any and all damage to parkways or other property damage caused by the Contractor's work shall be restored by the Contractor at no cost to the Village.

The Contractor shall be responsible for all damages caused by an installer and shall make all necessary repairs at its sole cost and expense. In the event a service line fails during

or after the installation, the Contractor will oversee the repair work to the water service or damaged property to the Owners satisfaction.

Protections of Public and Private Property

The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.

Any practice deemed hazardous by an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

Sub-Standard Work

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill, the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. If it is determined by the Village that any or all work was not completed as stated by the Contractor, the Village shall meet with the Contractor to discuss recourse pertaining to the work. The recourse options shall include but are not limited to: 1) termination of the contract, 2) waiver of the Village's obligation to pay all of or a portion of the payment owed to the contractor.

Safety and Training

The Contractor shall ensure that all its employees or agents read and abide by all applicable laws, standards, and regulations that apply to the completion of the work, including, but not limited to, IDPH, EPA/IEPA, OSHA, IDOT, COOK COUNTY, MWRD, and IDOL as they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, county and Village laws and rules.

The Contractor shall abide by all safety standards and regulations provided by OSHA. The Contractor shall assume full responsibility for any training and compliance.

Outstanding Debt/Fines

The Contractor, per Municipal Code 3-1-1, shall not have outstanding fines or debt with the Village. All bidders must be in good financial standing, and any outstanding fines or debt must be paid prior to the bid opening.

The Contractor shall not have open code or building violations, or other outstanding items with the Community Development Department.

Terms and Renewal of Contract

The Village and Contractor shall determine if a renewal of the contract will be required based on the progression of work. If mutually agreed upon, a written agreement of both parties will be issued at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **ONE (1)**

additional one-year period(s) under the same prices, terms, and conditions as in the original contract.

Termination or Suspension for Convenience

The Village reserves the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, the Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which the Village has or may acquire any interest and to dispose of such property in such manner as may be directed by the Village.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or their designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
 Default Original Contract Amount from
 more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and Replacement of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages
 - i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
 - ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
 - iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

The Village and Contractor shall determine if a renewal of the contract will be required based on the progression of work. If mutually agreed upon, a written agreement of both parties will be issued at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **ONE (1)** additional one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not

designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Water Services Company of Illinois

Contractor

Date: 02/20/2026

Attest

Bret Pedone

**Contractor's Certification Regarding
Non-Payment of Compensation**

Bret Pedone hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Water Services Company of Illinois

Contractor

DATED: 02/20/2026

ATTEST:

Bret Pedone

Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Bret Pedone, having being first

duly sworn, depose and state that I am the

Vice President, Water Services Company of Illinois

(insert "sole owner "partner", "president", " other" proper title)

and the authorized agent of Water Services Company, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2026 Water Meter Replacement Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

- of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

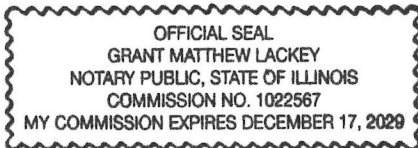
8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: *Bret Pedone*
 Name: Bret Pedone
 Title: Authorized Agent of Contractor

Subscribed and Sworn To
 Before Me This 23 Day
 Of February, 2026

[Signature]
 Notary Public

Notary Public





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 9.C.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: (Discussion only) 2026 State of Illinois Motor Fuel Tax Authorization for Maintenance Items

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 3, 2026 and recommended the approval of the 2026 IDOT Motor Fuel Tax (MFT) Resolution for Maintenance Items (BLR 14220 and 14222) in an amount of \$525,000 in MFT funds to be split between the sidewalk replacement program, asphalt patching, the purchase of salt and for asphalt resurfacing work.

Summary

The Illinois Department of Transportation (IDOT) allows municipalities to utilize motor fuel tax (MFT) funds for various infrastructure maintenance items. The Village needs to annually submit the following forms to IDOT for authorization of those funds for local use. Attached for the Committee's review is a draft IDOT resolution (BLR 14220) and a breakdown of maintenance costs (BLR 14222). The Village has budgeted and is requesting \$525,000 in MFT funds to be split between the sidewalk replacement program, asphalt patching/resurfacing, and the purchase of salt.

Financial Impact

Future expenditures will be limited to budget authorization.

Recommended Motion

I move to approve the 2026 IDOT Motor Fuel Tax (MFT) Resolution for Maintenance Items (BLR 14220 and 14222) in an amount of \$525,000 in MFT funds to be split between the sidewalk replacement program, asphalt patching, the purchase of salt and for asphalt resurfacing work.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 - blr-14220 - IDOT MFT General Maintenance
2. 2026 - blr-14222 - IDOT MFT General Maintenance

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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 9.D.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: (Discussion only) State of IL CY26-27 Rock Salt Joint Participation Agreement Certificate of Authority by Vote and Joint Purchase Master Contract

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 3, 2026 and recommended the approval of a Resolution authorizing the Approval of the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the solicitation for the CY2026-27 joint purchase master contract(s) for rock salt.

Summary

The Village of Western Springs, along with approximately 193 other communities and governmental organizations in Illinois, participate in a joint purchasing program for road salt. The Village received documentation from the State for participation in CY26-27 to execute a "Certificate of Authority by Vote" form to identify representatives for the Village to enter into contracts, including joint purchasing contracts, with the State of Illinois. The executed form is due back to the State of Illinois along with the completion of the rock salt contract joint participation agreement, with rock salt tonnage amount (submitted online) no later than April 7, 2026. The Village typically orders between 900–1100 tons of rock salt annually and is required to accept at least 80% of the order. It is anticipated the final contract and contractor will be presented to the Village Board later this year once the State of Illinois has completed a bid and selection of a contractor.

Financial Impact

Presentation of the salt contract for Village approval is anticipated during Fall 2026.

Recommended Motion

I move to approve a resolution authorizing the approval of the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the solicitation for the CY2026-27 joint purchase master contract(s) for rock salt.

Strategic Plan Alignment

None.

File Attachments

1. State of IL CY26-27 Rock Salt Joint Participation Agreement Contract
2. DRAFT IDOT Certificate of Authority by Vote



CMS CY2026-CY2027 Rock Salt Contract Joint Participation Agreement

This Rock Salt Joint Participation Agreement is offered to those governmental units who agree to participate in the CY2026-CY2027 Rock Salt solicitation and who agree to take delivery of required tonnage as specified in the resulting joint purchase master contract(s). The resulting joint purchase master contract(s) will be for a one (1) year term with no options to renew.

BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT WITH A ROCK SALT TONNAGE AMOUNT, YOUR GOVERNMENTAL UNIT WILL BE OBLIGATED TO TAKE DELIVERY OF THAT SPECIFIED AMOUNT DURING THE CONTRACT TERM. READ THROUGH ALL TERMS OF THIS DOCUMENT, INCLUDING THE SIGNATORY'S CERTIFICATIONS, BEFORE SUBMISSION. IF YOU HAVE QUESTIONS ABOUT THE CERTIFICATIONS CONTAINED IN THIS AGREEMENT, CONTACT YOUR GOVERNMENTAL UNIT'S LEGAL COUNSEL.

If you have more than one Ship To location, you **MUST** complete a separate Contract Participation Agreement for each location.

The deadline to respond is 5:00 p.m. April 07, 2026. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation or resulting joint purchase master contract for Rock Salt for the CY2026-CY2027 season.

msupert@wsprings.com [Switch account](#)



The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

* Indicates required question

Certificate of Authority by Vote

I, Edward Tymick, hereby certify that I am duly elected Clerk of the Village of Western Springs (“Governmental Unit”). I hereby certify the following is a true copy of a vote taken at a meeting of the Village President and Board of Trustees (*or equivalent governing body*) of the Village of Western Springs, Cook County, Illinois (*Name of Governmental Unit*), duly called and held on April 8, 2024, at which a quorum of the Village President and Board of Trustees were present and voting.

Voted: That Heidi Rudolph (Village President) and Ellen Baer (Village Manager) (*may list more than one person*) are duly authorized to enter into contracts, including joint participation agreements, on behalf of the Village of Western Springs (*Name of Governmental Unit*) with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this Certificate is attached. I further certify that it is understood that the State of Illinois will rely on this Certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____
(Signature & Title)



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 9.E.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: (Discussion only) Change order for 53rd Street and Flagg Creek Water Main Project

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 3, 2026 and recommended the approval of a change order with Mauro Sewer Construction, Inc. for an additional \$18,765.00 for landscape restoration.

Summary

Village staff are requesting a change order in an amount of \$18,765.00 for additional landscape restoration for the 53rd Street and Flagg Creek Watermain project. The need for additional restoration and landscaping materials resulted from the movement and adjusted placement of the water main due to field conditions encountered while excavating near Flagg Creek.

Staff is recommending the restoration of the landscape to be seeded and straw blanketed. The installation in the early spring months will give the seed proper conditions to support consistent growth and will require less frequent watering. The blanket retains moisture and aids grass establishment in times of drier conditions and uneven watering. The straw blanket reduces evaporation from the soil surface and provides a protective cover and insulation for the seeds and seedlings in harsh differences in temperatures.

The increased quantities include a total of 471 square yards of seed, straw, and blanket compared to the original 184 square yards originally bid and will require an additional 287 square yards of topsoil for completion, bringing the total change order materials and cost to \$18,765.00.

Change Order #1	
Original Contract Award	\$344,350.00
Change Order - Alternate 2*	\$18,765.00
Change Order Total — Alternate 2	\$18,765.00
% of Change of Total Contract Award	5.45%

**Includes adjustment to bid sod quantities*

Village staff anticipates a final balancing change order will be presented on the project once all

work has been completed. A balancing change order will account for additional excavation and quantity work related to the adjusted location of the installed water main. Final quantities for those construction line items are currently being developed and are estimated to be presented when the project is closed out and final quantities are calculated.

Financial Impact

Account: 430510 62020
Fund: Water and Sewer Fund
2026 Budget: \$20,000.00
Project Cost: \$18,765.00

Recommended Motion

I move to approve a change order with Mauro Sewer Construction for an additional \$18,765.00 to complete the 53rd Street and Flagg Creek water main project for additional materials needed for restoration and landscaping.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. WESTERN SPRINGS AUP 02



Mauro Sewer Construction, Inc.

1251 Redeker Road, Des Plaines, IL 60016

Phone: (847) 803-2033

Fax: (847) 803-2034

February 24, 2026

REVISED AUP 02

WESTERN SPRINGS
740 HILLGROVE AVE.
WESTERN SPRINGS, IL. 60558
rderengowski@wsprings.com

Attn: Ronald Derengowski

**Re: JOB #2521 WESTERN SPRINGS 53RD ST & FLAGG CREEK WM –
CHANGE ORDER IN ADDITION TO CONTRACT QUANTITIES FOR ALTERNATE
(OPTIONS 1 or 2)**

We propose the following Agreed Unit Price for your consideration and approval:

ITEM	UNIT	QUANTITY	PRICE	TOTAL
ALTERNATE OPTION 1				
#2 SODDING	SQ YD	Additional 287	\$45.00	\$12,915.00
#25 TOPSOIL FURNISH AND PLACE, 4"	SQ YD	Additional 287	\$45.00	\$12,915.00
			TOTAL	\$25,830.00
ALTERNATE OPTION 2				
#2 SODDING	SQ YD	184	\$45.00	-\$8,280.00
#24 CLASS 1 STRAW SEED & BLANKET	SQ YD	Additional 471	\$30.00	\$14,130.00
#25 TOPSOIL FURNISH AND PLACE, 4"	SQ YD	Additional 287	\$45.00	\$12,915.00
			TOTAL	\$18,765.00

If this Agreed Unit Price meets your approval, please sign below, and return to our office.

AUP-02 Accepted: Print Name & Title _____

Signature _____ Date _____

Please contact our office with any questions.

Thank You,

Carmi Lullo



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 10.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation

RE: (Discussion only) Recreation Center and Grand Avenue Community Center Office Furniture - Omnia Partners Purchasing Cooperative and Bid Waiver

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on March 4, 2026 and recommended to waive the competitive bid process in lieu of the purchase of office furniture for the Recreation Center and Grand Avenue Community Center Senior Center from Henricksen of Itasca, IL through Omnia Partners purchasing cooperative in the amount of \$38,255.50.

Summary

The Recreation Department budgeted for the replacement of office furniture in the main offices of the Recreation Center and the Grand Avenue Community Center Senior Center. The furniture replacement allows for the reorganization of the space to better suit the needs of the Department while supporting the new technology and ergonomic needs.

Staff recommends proceeding with the purchase from Henricksen through Omnia Partners. The Village is a member of Omnia Partners, a cooperative purchasing organization that aids public sector entities. Omnia conducts a competitive bidding process for various goods and services, resulting in pre-negotiated contracts that eliminate the necessity for separate bids on specific projects.

Attached for consideration are two (2) quotes, for the Recreation Center and Grand Avenue Community Center, and an conceptual rendering of the improvement. Staff is working with Henricksen to establish the standard Village Vendor Contract, which will be available for review prior to Board consideration of this item.

Financial Impact

Account	6605210/6603210 60015 (BLDG & BLDG IMPROVEMENTS)
Fund	Building Services/Grand Avenue Community Center
2026 Budget	\$40,000
Project Cost	\$38,255.50

Recommended Motion

I move to approve a waiver of the competitive bid process in lieu of the purchase of office furniture for the Recreation Center and Grand Avenue Community Center Senior Center from Henricksen of Itasca, IL through Omnia Partners purchasing cooperative in the amount of \$38,255.50.

Strategic Plan Alignment

Organizational Development

File Attachments

1. Henricksen Omnia Concept Proposal
2. WESTERN SPRINGS REC CENTER - OMNIA QUOTE
3. WESTERN SPRINGS SENIOR CTR - OMNIA QUOTE

Village of Western Springs

Contact

Mike Bachenberg

Henricksen

312.259.7999

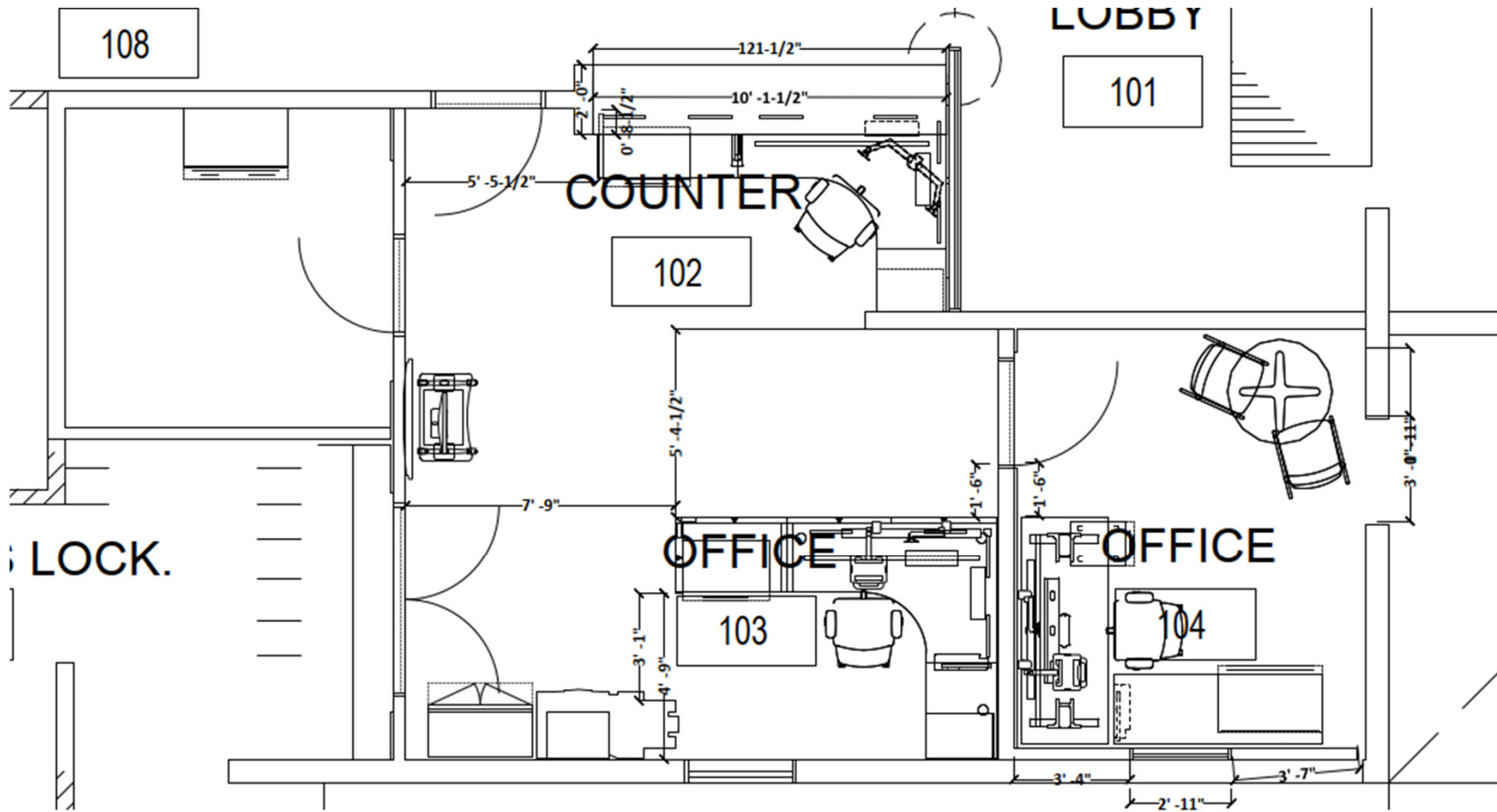
m.bachenberg@henricksen.com



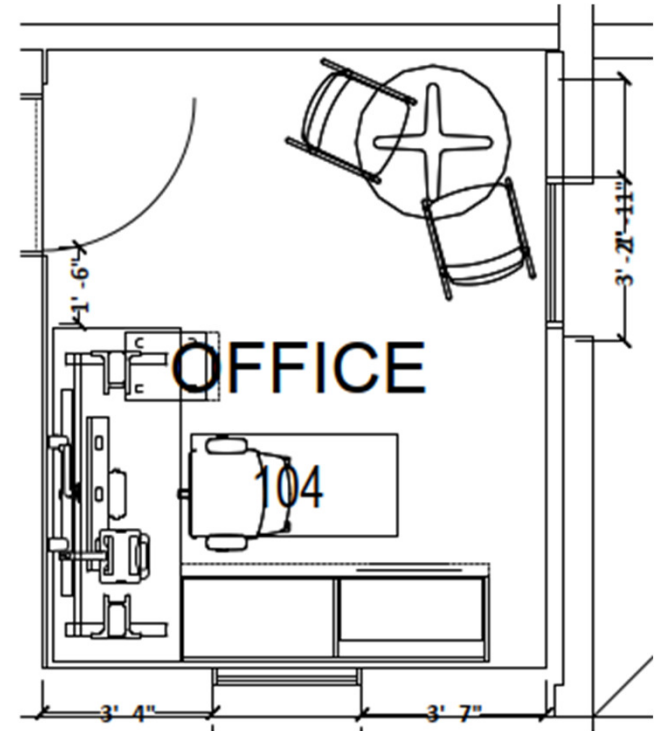
 Henricksen

Recreation Center Office

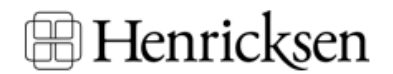
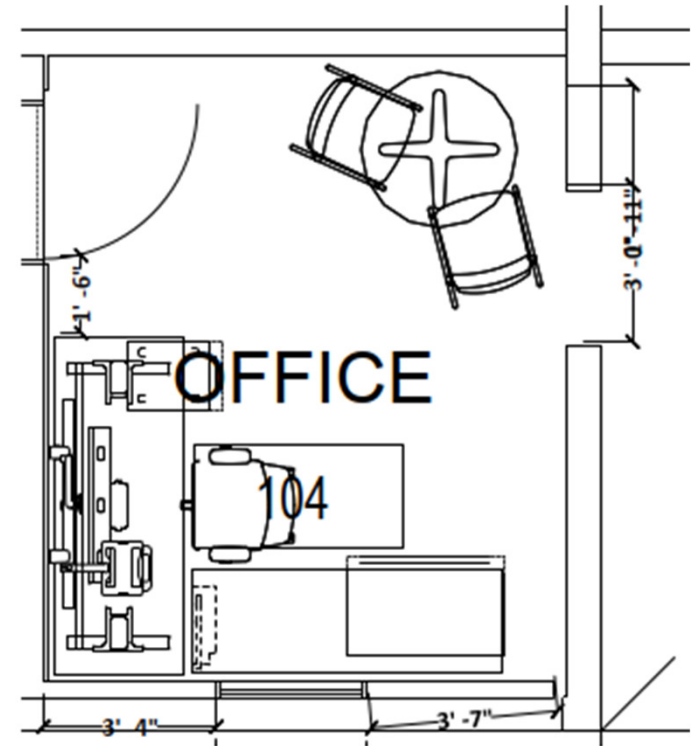




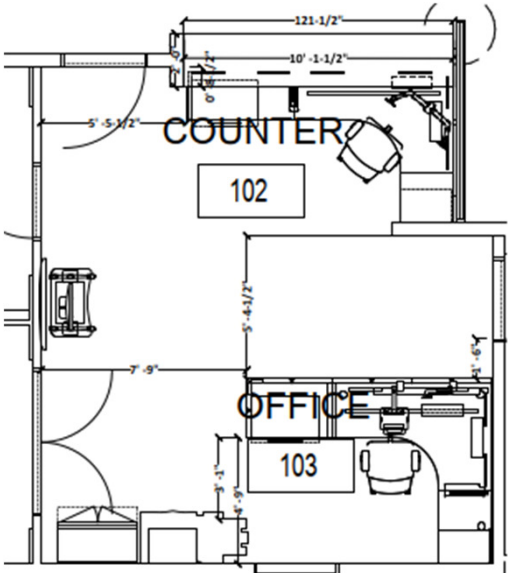
Private Office Opt. 1



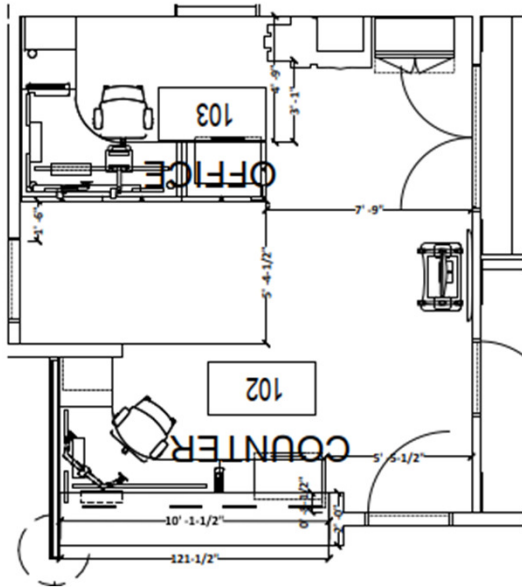
Private Office Opt. 2



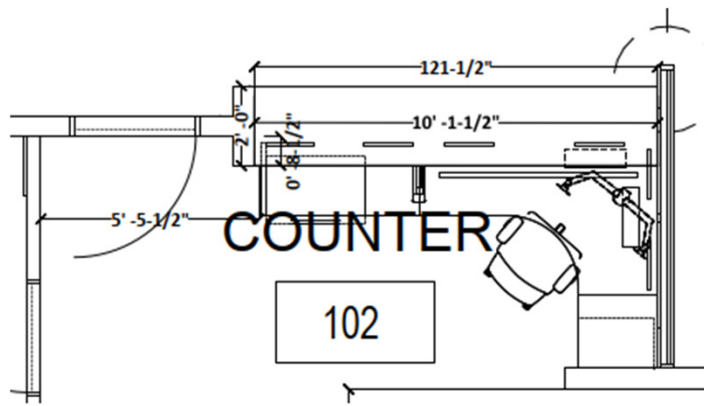
Back Desk



Main Office

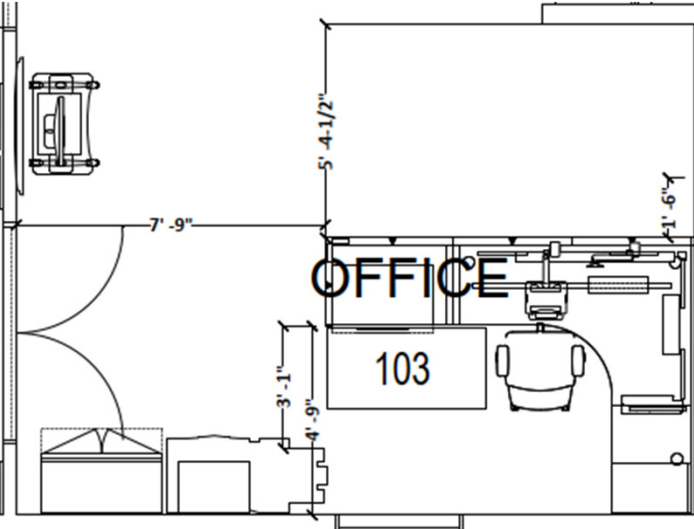


Reception Desk

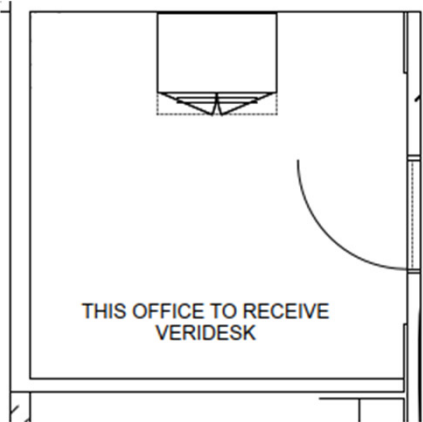


 Henricksen

Main Office



Small Office Adds
Storage Options



Opt. 1, Tower storage with lateral file



Opt. 2, Multifile



Small Office

Ht. Adjustable add to current desk options.

Workrite



 Henricksen

Small Office

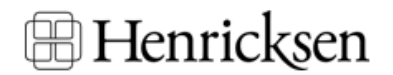
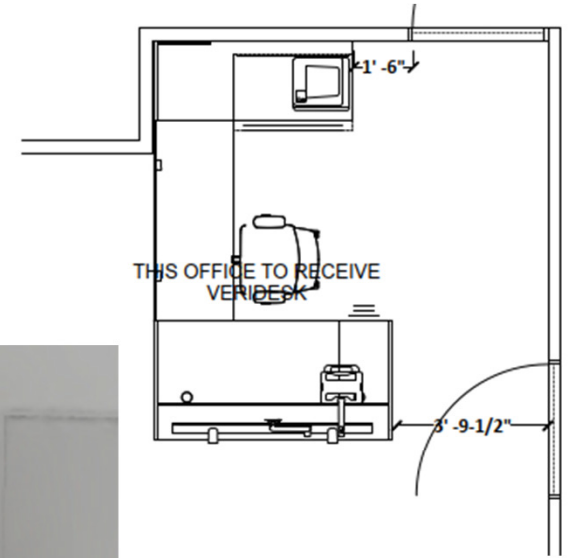
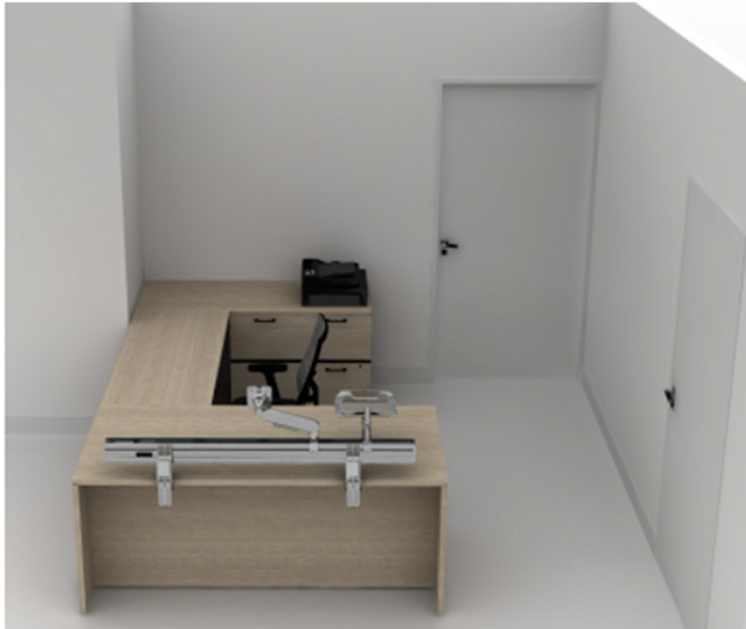
Ht. Adjustable add to current desk options.

Humanscale



 Henricksen

Senior Center Desk





Quote

Quoted To:

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVE

WESTERN SPRINGS, IL 60558
OMNIA OPTION

Ship To:

VILLAGE OF WESTERN SPRINGS

1500 WALKER ST
WESTERN SPRINGS, IL 60558

Account Executive:

MICHAEL BACHENBERG
M.BACHENBERG@HENRICKSEN.COM
312.259.7999

Project Coordinator:

ARACELI FELICIANO
A.FELICIANO@HENRICKSEN.COM
630.625.4766

Date: 1/22/2026

Quote # 25080948

COUNTER 102

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
1	HSF	1	H19723R	Flagship Pedestal "R" Pull Freestanding B/B/F	\$369.75	\$369.75
			.L	Standard Random Key Lock		
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
2	HSF	1	HSCM223018BFM	Contn 22Hx30Wx18D B/F Cred Mobile Mtl Front	\$1,111.80	\$1,111.80
			.H	Hard Caster		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock		
3	HSF	1	H9170R	Flagship 30W 2-Drw "R" Pull Lateral 30W 28H 18D	\$625.66	\$625.66
			.L	Standard Random Key Lock		
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
4	HSN	1	HIWMM	Ignition 2 Task Mid-back, ilira back	\$451.80	\$451.80
			.Y2	Advanced Synchro-Tilt SeatSldr		
			.A	Height and Width Adj. Arm		
			.S	Black All-Surface Caster		
			.IC	4-Way Charcoal		
			\$(1)	Grade 1 Uph		
			.APX	Apex		
			20	Blackberry		
			.BL	Black Adjustable Lumbar		
			.SB	Standard Base		
			.T	Black		
5	HCL	1	HSDDL29	29.5"H Corner Desk Leg	\$83.35	\$83.35
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
6	HCL	1	HSDEP2429F	24'D End-Panel Supports: Freestanding	\$97.76	\$97.76
			\$(P1)	P1 Paint Opts		

			.S	Charcoal		
7	HCL	1	HSDSL29	Abode Shared Leg	\$186.25	\$186.25
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
8	HND	2	HHN831124	Flat Bracket 24D	\$32.59	\$65.18
			.S	Charcoal		
9	HND	1	HSDEP1129F	11"D End-Panel Supports: Freestanding	\$92.27	\$92.27
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
10	HND	1	HLSLZ5SC72	60"W External Stiffener	\$75.60	\$75.60
			.P	Black		
11	HND	1	HSDG	Gussets (1 Pr)	\$57.97	\$57.97
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
12	HND	1	HWR2424PN	Systems Rectanular Wksfc Edgeband 24D X 24W N	\$149.55	\$149.55
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
13	HND	1	HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W	\$197.57	\$197.57
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
			.S	Charcoal		
14	HND	1	HWV95AALP	Systems 72x48x24x24Left Corner Cove Worksurface Edgebd	\$382.10	\$382.10
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
			.S	Charcoal		
15	ESI	1	EDGE2	Edge Series Dual Monitor Arm w/ desk clamp & grommet mount (weight c	\$523.43	\$523.43
			SLV	Silver		
16	ESI	2	TROUGH-DLX-KIT	2-4"W x 18"L Deluxe Cord Management Troughs, Quick Install Adhesive, G	\$29.71	\$59.42
			BLK	Black		
17	SUBB	1	*	Custom Corian Transaction Top	\$2,894.29	\$2,894.29
			*	- 121-1/2"W x 8-1/2"D x 1-1/2"Thick		
			*	- Separate subtop to mount to existing wall		
			*	- Color: Corian group 2 or similarTBD		

Group Subtotal: \$7,423.75

OFFICE 103

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
18	HSF	1	H19723R	Flagship Pedestal "R" Pull Freestanding B/B/F	\$369.75	\$369.75
			.L	Standard Random Key Lock		
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
19	HSF	1	H9170R	Flagship 30W 2-Drw "R" Pull Lateral 30W 28H 18D	\$625.66	\$625.66
			.L	Standard Random Key Lock		
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		

20	HSF	1	HFSC183640R .L \$(P1) .S	Flagship Stg Cab 39 1/8Hx36Wx18D R Pulls-2 Adj Shlf Standard Random Key Lock P1 Paint Opts Charcoal	\$677.54	\$677.54
21	HSN	1	HIWMM .Y2 .A .S .IC \$(1) .APX 20 .BL .SB .T	Ignition 2 Task Mid-back, ilira back Advanced Synchro-Tilt SeatSlidr Height and Width Adj. Arm Black All-Surface Caster 4-Way Charcoal Grade 1 Uph Apex Blackberry Black Adjustable Lumbar Standard Base Black	\$451.80	\$451.80
22	HCL	1	HEC42PLN \$(P1) .S	42.5H "L" Connector Post P1 Paint Opts Charcoal	\$56.94	\$56.94
23	HCL	1	HECSL	"L" Connector Strap	\$8.23	\$8.23
24	HCL	1	HEFEC42P \$(P1) .S	Panel Finished End Covers 42.5H P1 Paint Opts Charcoal	\$28.13	\$28.13
25	HCL	1	HETC24 \$(P1) .S	Panel Top Cap 24"W P1 Paint Opts Charcoal	\$20.24	\$20.24
26	HCL	3	HETC36 \$(P1) .S	Panel Top Cap 36"W P1 Paint Opts Charcoal	\$30.53	\$91.59
27	HCL	1	HETP4224FP \$(A) .LC 34 \$(P1) .S	Tackable Panel w/o TC 42.5H x 24W Grd A Fabric Lucy Graphite P1 Paint Opts Charcoal	\$151.95	\$151.95
28	HCL	3	HETP4236FP \$(A) .LC 34 \$(P1) .S	Tackable Panel w/o TC 42.5H x 36W Grd A Fabric Lucy Graphite P1 Paint Opts Charcoal	\$168.76	\$506.28
29	HCL	1	HEWS42P \$(P1) .S	Wall Starter Kit for Panels 42.5H P1 Paint Opts Charcoal	\$45.96	\$45.96
30	HCL	2	HCKTSP .X	Straight Connector Kit No Option	\$11.32	\$22.64
31	HND	1	HBWR2430PT \$(L1STD) .LK11 .KI	Systems 24D X 30W Edgeband Worksurface Tee Span Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut	\$171.50	\$171.50

			.S	Charcoal		
32	HND	1	HLSLZ5SC72	60"W External Stiffener	\$75.60	\$75.60
			.P	Black		
33	HND	1	HWR2436PN	Systems Rectangular Wksfc Edgeband 24Dx 36W No grom	\$169.10	\$169.10
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
34	HND	1	HSDEP1129F	11"D End-Panel Supports: Freestanding	\$92.27	\$92.27
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
35	HND	1	HSDG	Gussets (1 Pr)	\$57.97	\$57.97
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
36	HTL	1	HHATCC704622L	70x46x22x22 Corner Cove - LH	\$383.82	\$383.82
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
			.G2	2 Grommets - Offset		
			LOFT	Loft		
			.P	Black		
37	HTL	1	HHATB2S3LT	2 Stage 3 Leg T Foot	\$668.51	\$668.51
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
			.X	Standard Glide		
			.MEM	Memory Preset		

Group Subtotal: \$4,675.48

OFFICE 103

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
38	ESI	1	LOFT-KIT4-60	Rising Loft Preconfigured Kit 4-Single Monitor Arm + Laptop Holder, Inclu	\$1,214.29	\$1,214.29
			PLT	Platinum		
			~DKSR	~Dark Silver (For Rendering Purposes)		
39	ESI	1	LOFT-PWR	Rising Loft Power Add-On Module, Includes (1) A/C Outlet, (1) USB-A, & (1	\$124.00	\$124.00
			PLT	Platinum		
40	ESI	1	TROUGH-DLX-KIT	2-4"W x 18"L Deluxe Cord Management Troughs, Quick Install Adhesive, G	\$29.71	\$29.71
			BLK	Black		
41	ESI	1	TROUGH-DLX-KIT	2-4"W x 18"L Deluxe Cord Management Troughs, Quick Install Adhesive, G	\$29.71	\$29.71
			BLK	Black		

Group Subtotal: \$1,397.71

OFFICE 104

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
42	HTL	1	HFTLD36	Flock 36 Diameter Round Laminate Top	\$302.85	\$302.85
			.G	2MM Edge		
			KI	Kingswood Walnut		
			.N	No Grommet		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
43	HTL	1	HFXB29B	Flock x-base for 29 1/2"h tables Use w/36" tops	\$443.70	\$443.70

			\$(P1)	P1 Paint Opts		
			.P7A	Textured Charcoal		
44	HTL	1	HHATM3S2LT	Max 3 Stage 2 Leg T Foot	\$480.54	\$480.54
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
			.X	Standard Glide		
			.MEM	Memory Preset		
45	HTL	1	HHATW3078CT	78W x 30D Rect Worksurface - C/T Base	\$278.52	\$278.52
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
			.G1	1 Grommet - Centered		
			S	Charcoal		
			.P	Black		
46	HSN	2	HISB6	Ignition Sled Bse Guest Chair	\$288.90	\$577.80
			.N	Armless		
			.E	Nylon Glide		
			.IC	4-Way Charcoal		
			\$(2)	Grade 2 Uph		
			.PNS	Appoint		
			008	Carbon		
			.CBK	Charblack		
47	HSN	1	HIWMM	Ignition 2 Task Mid-back, ilira back	\$451.80	\$451.80
			.Y2	Advanced Synchro-Tilt SeatSldr		
			.A	Height and Width Adj. Arm		
			.S	Black All-Surface Caster		
			.IC	4-Way Charcoal		
			\$(1)	Grade 1 Uph		
			.APX	Apex		
			20	Blackberry		
			.BL	Black Adjustable Lumbar		
			.SB	Standard Base		
			.T	Black		
48	HCG	1	H10503	10500 Series Lateral File Ped 36"W x 20"D x 28"H	\$633.15	\$633.15
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
49	HCG	1	H105106	10500 Series 15 3/4Wx18 7/8Dx21 7/8H Mobile Ped B/F	\$434.25	\$434.25
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			LKI1	Kingswood Walnut		
50	HCG	1	H105R2472	72Wx24D Rectangle Worksurface	\$208.80	\$208.80
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			KI	Kingswood Walnut		
51	HCG	3	HARCHA2	Field Install Dwr/Door Kits Arch Blk 2-pack	\$39.60	\$118.80
52	HND	1	HSDG	Gussets (1 Pr)	\$57.97	\$57.97
			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
53	HND	1	HSDEP1129F	11"D End-Panel Supports: Freestanding	\$92.27	\$92.27

			\$(P1)	P1 Paint Opts		
			.S	Charcoal		
54	HND	1	HJTRGH36	36" Cable Management Tray - Black Only	\$43.22	\$43.22
			.P	Black		

Group Subtotal: \$4,123.67

OFFICE 104

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
55	ESI	1	LOFT-KIT4-60	Rising Loft Preconfigured Kit 4-Single Monitor Arm + Laptop Holder, Inclu	\$1,214.29	\$1,214.29
			PLT	Platinum		
			~DKSR	~Dark Silver (For Rendering Purposes)		
56	ESI	1	LOFT-MA-ADP	Rising Loft Single Monitor Arm + Rail Adapter (Required To Attach To Rail,	\$121.14	\$121.14
			PLT	Platinum		
57	ESI	1	LOFT-PWR	Rising Loft Power Add-On Module, Includes (1) A/C Outlet, (1) USB-A, & (1	\$124.00	\$124.00
			PLT	Platinum		

Group Subtotal: \$1,459.43

RITA

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
58	AWS	1	9120R3024	Spcl Size 24-1/8-30Wx18-1/8-24D Flat Eg	\$189.71	\$189.71
			.G0	No grom		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
			.KI	Kingswood Walnut		
			.300W	30" W		
			X201D	20 1/8" Depth		
59	HCG	1	H10503	10500 Series Lateral File Ped 36"W x 20"D x 28"H	\$633.15	\$633.15
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	Kingswood Walnut		
60	ESI	1	LOTUS-WHT	Lotus Sit-To-Stand Workstation	\$858.29	\$858.29
			WHT	WHT		

Group Subtotal: \$1,681.15

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
61	SUBB	1	FREIGHT	FREIGHT	\$207.14	\$207.14
62	HNDS	15	DESIGN	DESIGN - PM SERVICES	\$85.00	\$1,275.00
63	WLTK	1	INSTALL	INSTALLATION AND DECOMMISSION	\$6,225.00	\$6,225.00

Group Subtotal: \$7,707.14

Estimated Sales Tax	\$1,668.25	\$1,668.25
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Total: \$30,136.58

50% Down Payment Required Upon Order Placement

We appreciate the opportunity to be of service to your organization. Respectfully submitted by Henricksen.

Due to the potential of tariffs and changes in trade regulations, prices are subject to change. We strive to maintain stable pricing but may need to adjust based on evolving costs not under our control. Thank you for your understanding.

Please sign below accepting Terms & Conditions authorizing Henricksen to proceed with order placement.

Signature: _____ Organization: _____ Date: _____

Terms + Conditions

The Terms and Conditions of Sale apply to this contract and quotation unless amended or changed in writing and attached hereto.

1. Prices quoted are held for a period of 15 days.
2. Installation pricing is based upon non-union labor rates, unless otherwise specified.
3. Freight, delivery, installation, and taxes are not included in the price of the products and will be added to invoices, if applicable.
4. A 50% deposit shall be provided upon entering of any order. No interest shall accrue against such deposit. The remaining 50% of total will be invoiced upon product being shipped by manufacturer.
5. Terms of sale are net 15 days from date of invoices. Invoices will be tendered in full on all items received or being held at our warehouse. A service charge of 1.5% per month (18% annual percentage rate) will be added to all unpaid invoices beyond 30 days from invoice date. Payment by credit card will result in the additional costs to be passed on to the Customer.
6. Design and product application services are included in product pricing within two revisions. Additional design work is to be billed at an hourly rate.
7. No payment shall be withheld on any invoice beyond the selling price of the specific merchandise not delivered or subject to repair and/or replacement.
8. All sales are final. Orders cannot be cancelled except by mutual consent. Resulting cancellation and/or restocking charges imposed by the manufacturer shall be paid by the Customer.
9. All requests for changes in quantity or specification shall be in writing and are subject to our approval.
10. We will coordinate shipments to arrive just before the scheduled installation date and provide warehousing for merchandise shipped to our warehouse for a period of no greater than 30 days beyond the original installation date, without charge to you. Beyond 30 days, we will provide warehousing at a rate to be agreed upon.
11. Direct power connection to building circuitry to be provided through owner. Some facilities may require union electrician to hardwire building electric to furniture base feed and panel to panel electrical connections. Owner assumes the cost for any electrical permits that need to be pulled and additional labor required. Permit fees incurred for installing the furniture may result in an additional charge to the Customer.
12. In the event that construction delays or other causes not within our control force postponement of the installation, the merchandise will be stored until installation can be resumed and will be considered accepted by you for purpose of payment. In such event, you have the right to withhold 5% of the invoice amount against completion of delivery.
13. On direct shipments, not including installation, the Customer will receive and install. It will be Customer's responsibility to inspect the merchandise and file freight claims. We cannot be held liable for cost of repairs and/or replacement of damaged goods.
14. Delivery and installation will be made during normal working hours of 7:00 - 4:00. Additional labor costs resulting from overtime work performed at your request or after 4:00 and on weekends will be paid by the Customer.
15. Installation is to include merchandise purchased on this order only and does not include moving or handling of existing furnishings, machines, etc.
16. When furnishings are delivered and brought onto the job site, they shall be inspected and conditionally accepted by you. The responsibility for the security and the protection of the delivered goods shall pass to you. Any exceptions shall be reported in writing immediately.
17. The job site shall be clean, clear, and free of debris prior to installation. Exceptional delivery and installation encumbrances will result in extra charges. The job site shall also be free of the interference of all trades in the work areas.
18. Electric current, light, heat, hoisting and/or elevator service and suitable unobstructed dock space and secured staging areas will be furnished by the Customer without charge.
19. If staging / storage areas provided at the job site are inconveniently located, are on another floor from where the work is to be done, or if products must be walked up or down stairs, or if the merchandise must be moved due to the progress of other trades, or at your request or if we are required to move, or handle existing furniture, the additional cost of moving and transporting shall be paid by the Customer.
20. Our ability to erect or assemble furnishings is dependent upon jurisdictional agreements between trade unions at the job site. If trade regulations require employing tradesmen to complete the installation, the additional cost will be paid by the Customer.
21. We agree to completely install the furnishings according to the final floor plan. Any changes to the final plan will be provided prior to the installation date. Once the installation has begun, the Customer agrees to assume any expenses incurred by us due to changes made at your request or for any reason beyond our control. Work will not be completed until there is a signed change order to approve the work.
22. All furnishings will be left clean and in working order. All cartoning and packaging materials will be removed, and the premises will be left broom clean.
23. All furnishings are warranted to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery. We will arrange for the repair or replacement of defective items or those inadvertently damaged by us during installation. We will act as your agent in the event claims concerning damaged and/or defective materials and/or workmanship made within the warranty periods as stated by the particular manufacturer, supplier, or fabricator. There are no expressed or implied warranties.
24. No liability shall accrue against Henricksen as a result of any breach of these Terms and Conditions resulting from any strike, lockout, work stoppage, accident, act of God or other delays beyond our control. We do not assume any liability for consequential damages or loss of anticipatory profits resulting from the use of the merchandise or delay in its delivery and installation, or for the misuse or abuse by the Customer.
25. There are no express or implied warranties. All warranties (statutory, express or implied), including without limitation any warranty of fitness for a particular purpose, are specifically disclaimed. Any warranties by the manufacturer of the merchandise ("Manufacturer") are hereby assigned to the customer ("Customer") to the extent such warranties can be assigned. Any warranty claims by Customer must be brought against Manufacturer. All sales are final. All requests for changes in quantity or specification shall be in writing and subject to the approval of Manufacturer and/or Henricksen. Any resulting charges imposed by Manufacturer will be paid by Customer.

These Terms and Conditions of Sale supersede any terms and conditions appearing on the Customer's purchase order, or any other documents, and all verbal communications and/or understandings related thereto.





Banking Information

ACH or EFT Payments

Bank name and address: Fifth Third Bank
1400 16th Street
Lombard, IL 60148

ACH or EFT Routing/ABA: 071923909

Our Account Number: 0069266999

Domestic Wire Transfer Payments and International Wire Transfers sent in US Dollars

Bank Name and address: Fifth Third Bank
5050 Kingsley Drive
Cincinnati, OH 45227

Wire Transfer ABA: 042000314

Fifth Third Swift Code: FTBCUS3C

For Credit To: Henricksen & Company Inc
1101 W. Thorndale Ave
Itasca, IL 60143

International Wire sent in Foreign Currency

Information varies depending upon type of currency

If you have questions, please feel free to contact Skylar Le Vine at Fifth Third Bank at 224-489-9325.

Please send all remittance advice to: ACH@HENRICKSEN.COM



Quote

Quoted To:

VILLAGE OF WESTERN SPRINGS
 740 HILLGROVE AVE
 WESTERN SPRINGS, IL 60558

Account Executive:

MICHAEL BACHENBERG
 M.BACHENBERG@HENRICKSEN.COM
 312.259.7999

Date: 1/12/2026

Quote # 25091234
 SENIR CENTER OMNIA

Ship To:

VILLAGE OF WESTERN SPRINGS
 1500 WALKER ST
 WESTERN SPRINGS, IL 60558

Project Coordinator:

ARACELI FELICIANO
 A.FELICIANO@HENRICKSEN.COM
 630.625.4766

SENIOR CENTER

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
1	HVO	1	HL24280 \$(P1) .P	24"D x 28"H O-Leg Support for Wksf (single leg) P1 Paint Opts Black	\$223.69	\$223.69
2	HND	2	HJTRGH36 .P	36" Cable Management Tray - Black Only Black	\$44.48	\$88.96
3	HSN	1	HIWMM .Y2 .A .S .IC \$(1) .APX 20 .BL .SB .T	Ignition 2 Task Mid-back, ilira back Advanced Synchro-Tilt SeatSldr Height and Width Adj. Arm Black All-Surface Caster 4-Way Charcoal Grade 1 Uph Apex Blackberry Black Adjustable Lumbar Standard Base Black	\$468.87	\$468.87
4	HCG	1	H10503 \$(L1STD) .LK11	10500 Series Lateral File Ped 36"W x 20"D x 28"H Grd L1 Standard Laminates Kingswood Walnut	\$657.07	\$657.07
5	HTL	1	HHATW3072CT \$(L1STD) .LK11 .KI .X .P	72W x 30D Rect Worksurface - C/T Base Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut No Grommet Black	\$278.16	\$278.16
6	HCG	1	HNLAB2SIL \$(P1) .P71 .MEM	2 Stage HAT 2 Integrated Leg P1 Paint Opts Black Memory Preset	\$509.03	\$509.03
7	HCG	2	HNL30SHR .X	Shroud 30"D No Grommet	\$573.01	\$1,146.02

			\$(L1STD) .LKI1	L1 Standard Lam Opts Kingswood Walnut		
8	HTL	1	HUSLMOD1354	Laminate Modesty 13h x 54w	\$276.75	\$276.75
			\$(L1STD) .LKI1 .KI .P	Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut Black		
9	HCL	1	HSDEP1129F	11"D End-Panel Supports: Freestanding	\$94.96	\$94.96
			\$(P1) .L	P1 Paint Opts Putty		
10	HCG	2	H105R2460	60Wx24D Rectangle Worksurface	\$197.07	\$394.14
			\$(L1STD) .LKI1 KI	Grd L1 Standard Laminates Kingswood Walnut Kingswood Walnut		
11	HCG	1	HNLMP6028	60W x 27-7/8H Modesty / Back Panel	\$167.65	\$167.65
			.X \$(L1STD) .LKI1	No Grommet Grd L1 Standard Laminates Kingswood Walnut		
12	HCG	2	HARCHA2	Field Install Dwr/Door Kits Arch Blk 2-pack	\$41.10	\$82.20
13	HCG	1	HARCHA3	Field Install Dwr/Door Kits Arch Blk 3-pack	\$45.30	\$45.30

Group Subtotal: \$4,432.80

SENIOR CENTER

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
14	ESI	1	LOFT-KIT4-60	Rising Loft Preconfigured Kit 4-Single Monitor Arm + Laptop Holder, Inclu	\$1,214.29	\$1,214.29
			*	Shelf, Single Rising Monitor Arm, Laptop Holder + (2) Adapters		
			PLT	Platinum		
			~DKSR	~Dark Silver (For Rendering Purposes)		
15	ESI	1	LOFT-PWR	Rising Loft Power Add-On Module, Includes (1) A/C Outlet, (1) USB-A, & (\$124.00	\$124.00
			*	Only 48" & 60" Rails Accept Additional Power Module		
			PLT	Platinum		
			~DKSR	~Dark Silver (For Rendering Purposes)		

Group Subtotal: \$1,338.29

#	MFG	QTY	MODEL	DESCRIPTION	UNIT	EXTENDED
16	FRT	1	FREIGHT	FREIGHT	\$0.00	\$0.00
17	WLTk	1	INSTALL	INSTALLATION	\$1,915.00	\$1,915.00

Group Subtotal: \$1,915.00

Estimated Sales Tax	\$432.83	\$432.83
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Total: \$8,118.92

50% Down Payment Required Upon Order Placement

We appreciate the opportunity to be of service to your organization. Respectfully submitted by Henricksen.

Due to the potential of tariffs and changes in trade regulations, prices are subject to change. We strive to maintain stable pricing but may need to adjust based on evolving costs not under our control. Thank you for your understanding.

Please sign below accepting Terms & Conditions authorizing Henricksen to proceed with order placement.

Signature: _____ Organization: _____ Date: _____

Terms + Conditions

The Terms and Conditions of Sale apply to this contract and quotation unless amended or changed in writing and attached hereto.

- Prices quoted are held for a period of 15 days.
- Installation pricing is based upon non-union labor rates, unless otherwise specified.
- Freight, delivery, installation, and taxes are not included in the price of the products and will be added to invoices, if applicable.
- A 50% deposit shall be provided upon entering of any order. No interest shall accrue against such deposit. The remaining 50% of total will be invoiced upon product being shipped by manufacturer.
- Terms of sale are net 15 days from date of invoices. Invoices will be tendered in full on all items received or being held at our warehouse. A service charge of 1.5% per month (18% annual percentage rate) will be added to all unpaid invoices beyond 30 days from invoice date. Payment by credit card will result in the additional costs to be passed on to the Customer.
- Design and product application services are included in product pricing within two revisions. Additional design work is to be billed at an hourly rate.
- No payment shall be withheld on any invoice beyond the selling price of the specific merchandise not delivered or subject to repair and/or replacement.
- All sales are final. Orders cannot be cancelled except by mutual consent. Resulting cancellation and/or restocking charges imposed by the manufacturer shall be paid by the Customer.
- All requests for changes in quantity or specification shall be in writing and are subject to our approval.
- We will coordinate shipments to arrive just before the scheduled installation date and provide warehousing for merchandise shipped to our warehouse for a period of no greater than 30 days beyond the original installation date, without charge to you. Beyond 30 days, we will provide warehousing at a rate to be agreed upon.
- Direct power connection to building circuitry to be provided through owner. Some facilities may require union electrician to hardwire building electric to furniture base feed and panel to panel electrical connections. Owner assumes the cost for any electrical permits that need to be pulled and additional labor required. Permit fees incurred for installing the furniture may result in an additional charge to the Customer.
- In the event that construction delays or other causes not within our control force postponement of the installation, the merchandise will be stored until installation can be resumed and will be considered accepted by you for purpose of payment. In such event, you have the right to withhold 5% of the invoice amount against completion of delivery.
- On direct shipments, not including installation, the Customer will receive and install. It will be Customer's responsibility to inspect the merchandise and file freight claims. We cannot be held liable for cost of repairs and/or replacement of damaged goods.
- Delivery and installation will be made during normal working hours of 7:00 - 4:00. Additional labor costs resulting from overtime work performed at your request or after 4:00 and on weekends will be paid by the Customer.
- Installation is to include merchandise purchased on this order only and does not include moving or handling of existing furnishings, machines, etc.
- When furnishings are delivered and brought onto the job site, they shall be inspected and conditionally accepted by you. The responsibility for the security and the protection of the delivered goods shall pass to you. Any exceptions shall be reported in writing immediately.
- The job site shall be clean, clear, and free of debris prior to installation. Exceptional delivery and installation encumbrances will result in extra charges. The job site shall also be free of the interference of all trades in the work areas.
- Electric current, light, heat, hoisting and/or elevator service and suitable unobstructed dock space and secured staging areas will be furnished by the Customer without charge.
- If staging / storage areas provided at the job site are inconveniently located, are on another floor from where the work is to be done, or if products must be walked up or down stairs, or if the merchandise must be moved due to the progress of other trades, or at your request or if we are required to move, or handle existing furniture, the additional cost of moving and transporting shall be paid by the Customer.
- Our ability to erect or assemble furnishings is dependent upon jurisdictional agreements between trade unions at the job site. If trade regulations require employing tradesmen to complete the installation, the additional cost will be paid by the Customer.
- We agree to completely install the furnishings according to the final floor plan. Any changes to the final plan will be provided prior to the installation date. Once the installation has begun, the Customer agrees to assume any expenses incurred by us due to changes made at your request or for any reason beyond our control. Work will not be completed until there is a signed change order to approve the work.
- All furnishings will be left clean and in working order. All cartoning and packaging materials will be removed, and the premises will be left broom clean.
- All furnishings are warranted to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery. We will arrange for the repair or replacement of defective items or those inadvertently damaged by us during installation. We will act as your agent in the event claims concerning damaged and/or defective materials and/or workmanship made within the warranty periods as stated by the particular manufacturer, supplier, or fabricator. There are no expressed or implied warranties.
- No liability shall accrue against Henricksen as a result of any breach of these Terms and Conditions resulting from any strike, lockout, work stoppage, accident, act of God or other delays beyond our control. We do not assume any liability for consequential damages or loss of anticipatory profits resulting from the use of the merchandise or delay in its delivery and installation, or for the misuse or abuse by the Customer.
- There are no express or implied warranties. All warranties (statutory, express or implied), including without limitation any warranty of fitness for a particular purpose, are specifically disclaimed. Any warranties by the manufacturer of the merchandise ("Manufacturer") are hereby assigned to the customer ("Customer") to the extent such warranties can be assigned. Any warranty claims by Customer must be brought against Manufacturer. All sales are final. All requests for changes in quantity or specification shall be in writing and subject to the approval of Manufacturer and/or Henricksen. Any resulting charges imposed by Manufacturer will be paid by Customer.

These Terms and Conditions of Sale supersede any terms and conditions appearing on the Customer's purchase order, or any other documents, and all verbal communications and/or understandings related thereto.





Banking Information

ACH or EFT Payments

Bank name and address: Fifth Third Bank
1400 16th Street
Lombard, IL 60148

ACH or EFT Routing/ABA: 071923909

Our Account Number: 0069266999

Domestic Wire Transfer Payments and International Wire Transfers sent in US Dollars

Bank Name and address: Fifth Third Bank
5050 Kingsley Drive
Cincinnati, OH 45227

Wire Transfer ABA: 042000314

Fifth Third Swift Code: FTBCUS3C

For Credit To: Henricksen & Company Inc
1101 W. Thorndale Ave
Itasca, IL 60143

International Wire sent in Foreign Currency

Information varies depending upon type of currency

If you have questions, please feel free to contact Skylar Le Vine at Fifth Third Bank at 224-489-9325.

Please send all remittance advice to: ACH@HENRICKSEN.COM



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 11.A.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

CC: Casey Biernacki, Deputy Village Manager, Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE:

[Previously discussed] Joint Purchase of Fire Department Self Contained Breathing Apparatus (SCBA) from Sole-Source Provider Air One Equipment, Inc. (Omnibus Item)

Recommendation

The Public Health and Safety Committee reviewed this item at its meeting on February 3, 2026, and recommended approval of a Letter of Understanding with the Village of Western Springs Foreign Fire Insurance Board (FFIB) for the joint purchase of Self-Contained Breathing Apparatus (SCBA) units and associated components. The item was subsequently presented for discussion at the February 9, 2026, Board of Trustees meeting. Under the proposed agreement, the equipment will be purchased from the sole-source provider, Air One Equipment, Inc., at a total project cost of \$45,150.00.

Summary

Self-contained breathing apparatus (SCBA) is essential life safety equipment for all fire suppression and hazardous atmosphere operations. The Fire Department's current SCBA inventory is fully deployed on frontline apparatus, leaving limited flexibility to support training initiatives or provide reserve units when equipment is out of service for repair, flow testing, or annual certification.

The department conducts a bi-annual Basic Operations Firefighter Training Academy, along with ongoing live-fire, skills, and air-management training throughout the year. These programs require dedicated SCBA cache to ensure recruits can train safely without removing units from frontline service. At present, the lack of surplus SCBA can create operational strain and limits our training capacity.

The acquisition of additional SCBA will:

- Provide a dedicated cache to support the Fire Academy and other training initiatives
- Ensure operational continuity by supplying back-up SCBA when frontline units are undergoing repair, hydrostatic testing, or annual functional testing.

This joint purchase with the Village of Western Springs Foreign Fire Insurance Tax Board creates a cost-effective path to strengthening both operational reliability and training capability. The Department of Fire & EMS is grateful for the Foreign Fire Insurance Board's continued commitment and financial support, which makes this collaborative and cost-effective solution possible.

This purchase qualifies as a sole source procurement because the Fire Department has been fully standardized on the MSA G1 self-contained breathing apparatus platform since 2019. All frontline and reserve SCBA, cylinders, face pieces, and integrated electronics are MSA G1 units. To maintain equipment interoperability, service continuity, and field operability, any additional SCBA must be fully compatible with the department's existing inventory and established maintenance program. Introducing a different manufacturer or model would create operational, training, and safety challenges by requiring separate parts, procedures, and training tracks. For these reasons, MSA is the only acceptable source for SCBA equipment that meets the department's operational standards and ensures seamless integration with current equipment. Air One Equipment Inc, is the only authorized MSA Fire Service Distributor in the Chicago metropolitan area.

Financial Impact

The total cost for six self-contained breathing apparatus (SCBA) units is \$45,150.00, plus applicable shipping charges. Under the proposed joint funding arrangement, the Foreign Fire Insurance Board will contribute 50% of the project cost, or \$22,575.00. The Village will fund the remaining \$22,575.00, ensuring an equitable and cost-effective approach to acquiring this essential life safety equipment.

- Account 5102310
- Fund 60020 Structural Firefighting Equipment
- 2026 Budget \$50,000
- Project Cost \$45,150

Recommended Motion

I move to approve a Letter of Understanding with the Village of Western Springs Foreign Fire Insurance Board (FFIB) and an agreement with sole-source provider Air One Equipment, Inc. in the amount of \$45,150.00 for the joint purchase of six self-contained breathing apparatus (SCBA) units and associated components.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. WESTERN SPRINGS G1 SCBA 010526

2. Air One-MSA Distributor-01-05-26
3. LOU VWS FFIB 1.29.26
4. Resolution No. 26-__ Re_ Waiver of Competitive Bidding and Approval of Goods Purchase with Air One Equipment Inc. for SCBA (BOT Appr. 2.23.26)(208036



January 5, 2026

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

This letter is to advise that the only authorized MSA Fire Service Distributor in the Chicago Metropolitan area is:

Air One Equipment Inc
360 Production Drive
South Elgin, IL 60177

The area that Air One Equipment Inc solely covers includes the following counties in Illinois:

Boone	Grundy	Menard
Brown	Iroquois	Morgan
Bureau	Kane	Moultrie
Cass	Kankakee	Ogle
Champaign	Kendall	Peoria
Christian	LaSalle	Piatt
Coles	Lake	Putnam
Cook	Lee	Sangamon
DeKalb	Livingston	Schuyler
De Witt	Logan	Tazewell
Douglas	Macon	Vermilion
DuPage	Marshall	Will
Edgar	Mason	Winnebago
Ford	McHenry	Woodford
Fulton	McLean	

As an authorized MSA First Responder Fire Service distributor, Air One Equipment maintains a significant inventory of MSA products, including SCBA, Thermal imaging cameras, and Gas Detection in addition to repair parts for MSA SCBA and Gas Detection equipment.

Should you have any questions, please feel free to contact me.

Sincerely,

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



LETTER OF UNDERSTANDING
Fire Equipment Funding Partnership
Between the Village of Western Springs and the
Village of Western Springs Foreign Fire Insurance Board (FFIB)

1/29/2026

To: Village of Western Springs Foreign Fire Insurance Board
Attn: Board President Andrew Lesch

Re: **Letter of Understanding – Joint Purchase of Self-Contained Breathing Apparatus (SCBA)**

Dear Andrew,

This Letter of Understanding (“Letter”) sets forth the terms and understandings between the Village of Western Springs (“Village”) and the Village of Western Springs Foreign Fire Insurance Board (“FFIB”) regarding a joint funding agreement for the purchase of Self-Contained Breathing Apparatus (SCBA) units and associated components. The FFIB is authorized pursuant to state statute, 65 ILCS 5/11-10-2.

1. Purpose

The purpose of this Letter is to establish the terms of a cooperative funding agreement between the Village and the FFIB for the purchase of six (6) Self-Contained Breathing Apparatus (SCBA) units and associated components. These units will enhance operational readiness, support the Fire Department’s biannual Basic Operations Firefighter Training Academy, and provide reserve SCBA capacity when frontline units are undergoing repair, hydrostatic testing, or annual certification.

2. Effective Date and Term

This Letter becomes effective on the date of the last signature below (“Effective Date”). The agreement applies solely to the one-time joint purchase described herein and will remain in effect until all obligations of both parties have been fulfilled.

3. Equipment

The total cost for six (6) SCBA units and associated components is **\$45,150.00**, plus applicable shipping charges. The equipment will be purchased from:

Air One Equipment, Inc.
360 Production Drive
South Elgin, IL 60177

4. Funding

The Village and the FFIB agree to share the project cost equally.

- **FFIB Contribution:** \$22,575.00 (50%)
- **Village Contribution:** \$22,575.00 (50%)

The FFIB agrees to remit its funding contribution to the Village upon execution of this Letter or by a mutually agreed-upon date coordinated with the Village's Finance Department. The Village will process payment to the vendor upon receipt of the FFIB's contribution.

The Fire Department expresses its appreciation for the FFIB's continued support and partnership in enhancing firefighter safety, training capability, and operational reliability.

5. Multiple Counterparts

This Letter may be executed in multiple counterparts, each of which will be deemed an original. All counterparts together will constitute one and the same instrument.

6. General Terms

1. **Amendments.** This Letter may only be amended in writing and signed by both Parties.
 2. **Entire Agreement.** This Letter constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior oral or written understandings.
 3. **Governing Law.** This Letter shall be interpreted and governed in accordance with the laws of the State of Illinois and the Village Code.
 4. **Binding Effect.** This Letter has been fully read and understood by both Parties and shall be binding upon and inure to the benefit of their respective officers, agents, and employees.
 5. **Effective Date.** This Letter is effective as of the date of the last signature below.
-

IN WITNESS WHEREOF, the Parties have executed this Letter of Understanding on the dates indicated below.

Village of Western Springs Foreign Fire Insurance Board

By: 

Print Name: Andrew Lesch

Its: Board President

Date: Jan. 29th, 2026

Village of Western Springs

By: 

Print Name: BRIAN R. SCOTT

Its: Fire Chief

Date: 1/29/26

RESOLUTION NO. 26-
VOTE: Passed on an omnibus vote.
AYES:
NAYS:
ABSENT:
ABSTAIN:
DATE: February 23, 2026.
OTHER: 2/3rds Majority Vote of Trustees
Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND AUTHORIZING THE PURCHASE AND DELIVERY OF SCBA BREATHING APPARATUSES AND ACCESSORIES FROM AIR ONE EQUIPMENT, INC. OF SOUTH ELGIN, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$45,150.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village”) desire to purchase certain goods and supplies, namely, SCBA breathing apparatuses and accessories, from Air One Equipment, Inc. of South Elgin, Illinois (the “Vendor”) for the benefit of the Village as set forth in the Vendor’s G1 SCBA Quotation dated January 5th, 2026, which is attached hereto as **Exhibit “1”** and made a part hereof; and

WHEREAS, the Village’s authorization is for a goods purchase in the total amount of \$45,150 as set forth in **Exhibit “1”**; and

WHEREAS, the Vendor desires to enter into the transaction and agrees to deliver the goods set forth in the attached **Exhibit “1”** in exchange for payment of \$45,150; and

WHEREAS, the manufacturer MSA Fire Service of Cranberry Township, PA has provided documentation confirming that Air One Equipment, Inc. is the sole authorized MSA Fire Service Distributor in the Village’s geographic region; and

WHEREAS, the Village has also received a Letter of Understanding from the Foreign Fire Insurance Board (“FFIB”), indicating that the FFIB intends to fund the purchase of the SCBA apparatus cooperatively, with 50% of the funds being reimbursed to the Village by the FFIB such that ultimately the Village will pay \$22,575 and the FFIB will pay \$22,575; and

WHEREAS, at an open, public meeting held on February 3, 2026, the Public Health and Safety Committee (the “Committee”) reviewed and discussed the terms of the purchase and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve and authorize the purchase; and

WHEREAS, at open public meetings held on February 9, 2026 and February 23, 2026, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the purchase, the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its February 23, 2026 meeting, the President and Board of Trustees accepted the Committee’s recommendation to approve and enter into the transaction; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the TIF Act, and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation

Act (5 ILCS 220), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and purchase the SCBA Breathing Apparatuses and associated accessories, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Bid Waiver and Approval of Purchase and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the waiver of the competitive bidding process and approve and authorize the goods purchase, substantially in the form described on the G1 SCBA Quotation attached hereto as **Exhibit "1"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and authorize and direct the Village President and Village Clerk of the Village of Western Springs, or their designees, to execute the final version of the purchase and such other documents as are necessary to fulfill the Village's obligations under the transaction.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village's General Fund and/or such other available Village funds to pay the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the purchase documents by the Village President and the Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and a fully executed copy of the transaction documents to the Vendor for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 23rd day of February, 2026, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

**G1 SCBA Quotation dated January 5, 2026
(attached)**

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND AUTHORIZING THE PURCHASE AND DELIVERY OF SCBA BREATHING APPARATUSES AND ACCESSORIES FROM AIR ONE EQUIPMENT, INC. OF SOUTH ELGIN, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$45,150.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 23rd day of February, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 23rd day of February, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___th day of February, 2026.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 11.B.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, John Mastandona, Director of Finance

RE: (Discussion only) Updated Billing Services Agreement with EMS Management & Consultants (EMS/MC)

Recommendation

The Public Health and Safety Committee reviewed this item at its March 3, 2026 meeting and recommends approval of the updated agreement with EMS Management & Consultants, Inc. (EMS/MC) for the provision of ambulance billing services between the Village and EMS/MC.

Summary

The Village has worked successfully with EMS Management & Consultants (EMS/MC) for just over one year to administer all aspects of ambulance billing, including claim submission and payment collection for services provided by the Department of Fire & EMS. As part of the annual agreement renewal, Village Attorneys Michael Jurusik and Anne Skrodzki recommended several minor updates to the contract, all of which have been reviewed and accepted by EMS/MC. Our attorneys have also prepared and approved the accompanying resolution for consideration.

Financial Impact

Account 5103100-55112

Fund General Fund

2026 Budget \$18,700

Project Cost As required

Recommended Motion

I move to approve the Billing Services Agreement between the Village and EMS Management & Consultants (EMS/MC).

Strategic Plan Alignment

None

File Attachments

1. Unexecuted - 2026-02-10 - Village of Western Springs Contract and BAA edits accepted
2. DRAFT Resolution No. 26-2876 re Approval of Service Agreement with EMS Management & Consultants, Inc. and Business Associate Addendum to Comply with

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2026, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF WESTERN SPRINGS, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client, the Village of Western Springs, Illinois ("Village" or "Client"), is an Illinois Municipal Corporation normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing all commercially reasonable and diligent routine collection efforts consistent with industry standards to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable local, state and federal laws, ordinances and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims caused by the affirmative act or inaction of Client.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three (3) patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. EMS|MC acknowledges that Client is a unit of local government subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/ *et seq.*). EMS|MC will cooperate fully with Client to facilitate compliance with any FOIA request. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, , determines, after issuing not less than a ten (10) business day written notice to and engaging in reasonable consultation with the Client intended to resolve the dispute, that (i) Client is frivolously utilizing EMS|MC's assistance in responding to Payer Inquiries,; or (ii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement. The payment obligations of the Client under this Agreement are conditioned on EMS|MC's performance and fulfillment of its responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all agreed amounts owed to EMS|MC under this Agreement. EMS|MC shall not condition Services or refuse to provide additional services based on an outstanding amount disputed by Client in good faith, as provided in Section 5(c) below.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for

reimbursement, which is necessary to ensure proper billing and secure claim payment;

- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall timely advise EMS|MC of any Payer Inquiries.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC and the Village mutually agree are required trainings as set forth in subsection (j) below.

j. Client shall complete EMS|MC's online training course within ninety (90) calendar days of the contract start date and all new hires will complete EMS|MC's online documentation training within ninety (90) calendar days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 5.0% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, , debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts, but excluding any payments received from or paid by the Ground Emergency Medical Transportation ("GEMT") Program or any replacement program or similar program operated by the federal government or by the State of Illinois, including any such program(s) operated by the Illinois Department of Healthcare and Family Services. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full pursuant to the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/ *et seq.*, unless disputed. Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing shall be deemed "undisputed" for all purposes of the Agreement.

d. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a mutually agreeable fee change with Client and amend this Agreement accordingly or terminate this Agreement.

e. EMS|MC may, after issuing not less than a ten (10) business day written notice to and engaging in reasonable consultation with the Client intended to resolve the dispute, cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears, except EMS|MC shall not stop providing Services in cases of a documented dispute regarding outstanding sums owed. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on March 1, 2026, and shall thereafter continue through February 28, 2027 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least sixty (60) calendar days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement or its Addendum, unless (i) the breaching party cures the breach within ten (10) business days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10 business day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail. In the event a notice of breach of this Agreement is issued under this Subsection, the parties agree to promptly engage in reasonable consultation with each other in an effort to resolve the dispute that lead to the issuance of the notice of breach.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement, subject to the above cure provision for breaches of this Agreement and the obligation that the parties engaging in reasonable consultation intended to resolve any disputes over payments due under this Agreement;
- ii. Failure of EMS|MC to perform the Services under this Agreement, subject to the above cure provision for breaches of this Agreement and the obligation that the parties engage in reasonable consultation intended to resolve any disputes under this Agreement;
- iii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iv. Harassment of any employee or contractor of a party or commitment of any act by a party which creates a hostile or offensive work environment; or
- v. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) calendar days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as

provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve (12) months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof, except for the payments excluded from the definition of Net Collections.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement; however, EMS|MC shall provide written notice to the Client of its decision to not submit a reimbursement claim within ten (10) business days of reaching such decision and then the parties agree to promptly engage in reasonable consultation and exchange available information in an effort to further substantiate or justify reimbursement, and, if additional information is provided to substantiate or justify reimbursement, EMS|MC agrees to submit the reimbursement claim. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

Commented [MJ1]: What about different fees for resident and non-resident services?

Commented [ST2R1]: Those will be included in the fee schedule - we are able to set differing schedules for resident and non-resident patients.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending one (1) year after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement.

Commented [AMS3]: I don’t know that the Village will have any feelings about this one way or another but three years post-termination feels like a very lengthy non-compete period especially in a Client agreement

Commented [ST4R3]: Changed this to 1 year

EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means any information designated as confidential before its disclosure by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), or information that is considered confidential by operation of law or regulation. Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the

requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the Services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the Services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. Reserved.

f. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even

if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC’s past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

i. Subject to the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s acts or omissions arising from the provision of the Services and its other obligations under the Agreement. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) calendar days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC’s express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. In any proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys’ fees, court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the

prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

k. All Claims between EMS|MC and Client shall be resolved by a Court of competent jurisdiction. For the purposes of this Agreement, venue shall be proper in Cook County, Illinois or the Northern District of Illinois.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail; and (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) sent to the current email address for the recipient; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below . Such notices shall be addressed as follows:

Client:

Village of Western Springs
d/b/a: Western Springs Fire Department
740 Hillgrove Avenue

Western Springs, IL 60558

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) through (h), 5(a), 5(c), 7, 9 through 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Village of Western Springs

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 20__, by and between the Village of Western Springs, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of

protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures

and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered

Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail, Covered Entity shall have the right to terminate this Addendum.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

EMS Management & Consultants, Inc.

By: _____

Print: _____

Title: _____

Date: _____

Covered Entity:

Village of Western Springs

By: _____

Print: _____

Title: _____

Date: _____

DRAFT 3.5.26
RESOLUTION NO. 26-2876
VOTE: Passed by an omnibus vote.
AYE:
NAY:
ABSENT:
ABSTAIN:
DATE: March 23, 2026
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A BILLING SERVICES AGREEMENT AND BUSINESS ASSOCIATE ADDENDUM WITH EMS MANAGEMENT & CONSULTANTS, INC. OF WINSTON-SALEM, NORTH CAROLINA, FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICES.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) and EMS Management & Consultants, Inc. (“EMS/MC” or the “Vendor”) desire to enter into a service agreement entitled “Billing Services Agreement Between the Village of Western Springs and EMS Management & Consultants, Inc.” for the performance of third party emergency medical services billing and collection services (the “Services”) and its Attachment “A” entitled “Business Associate Addendum”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “Agreement”); and

WHEREAS, the Services provided under the Agreement include billing, bill processing and fee collection services related to emergency medical transportation services within and provided by the Village of Western Springs (“Village”); and

WHEREAS, in addition, the Agreement includes an Addendum, entitled the “Business Associate Addendum,” that provides a detailed structure for the handling and protection of all protected medical information under the Health Insurance Portability and Accountability Act (“HIPAA”); and

WHEREAS, as provided for in the attached Agreement, the Vendor agrees to perform the Services in exchange for a percentage commission payment of **5.0%** on all net collections, as defined by the Agreement, including all funds collected from insurance reimbursements and then, if any amounts remain, from direct collection from patients/service recipients; and

WHEREAS, at an open public meeting held on March 3, 2026, the Public Health & Safety Committee (the “Committee”) reviewed the services offered and terms of the attached Agreement and received input from the Village staff and provided an opportunity for public input on the matter, and then the Committee recommended that the Village Board review and approve the Agreement; and

WHEREAS, at open public meetings held on March 9, 2026, and March 23, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services, the Agreement and the Committee’s recommendation and received input from the Village staff and provided an opportunity for public input on the matter. At its March 23, 2026, meeting, the President and Board of Trustees of the Village of Western Springs accepted the Committee’s recommendation to approve and enter into the Agreement; and

WHEREAS, pursuant to the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation), as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), of the Constitution of Illinois of 1970 and the applicable provisions of the Illinois Municipal Code (65 ILCS

5/8-1-7), the President and Board of Trustees of the Village of Western Springs are authorized to approve and enter into the attached Agreement, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2. Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Billing Agreement and its Attachment "A" entitled "Business Associate Addendum", substantially in the form attached hereto as **Group Exhibit "A"** for the performance of the Services by the Vendor, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorizes and directs the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3. Approval of Related Expenses. Provided that the Vendor performs or provides additional Services in accordance with the terms and provisions of this Agreement, the Village agrees to pay the Vendor for such Services at the stated prices and pursuant to the payment schedule (if any) set forth in the attached Agreement or as outlined in a future proposal for additional Services that is mutually agreed to in writing by the Village and the Vendor.

SECTION 4. Delivery of Signed Documents. After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Agreement to the Vendor for record retention purposes.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a meeting thereof, held on the 23 day of March 2026, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Billing Agreement
Between The Village Of Western Springs
and
EMS Management and Consultants, Inc. (EMS/MC)**

and

**Attachment "A" to the Service Agreement -
Business Associate Addendum**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A BILLING SERVICES AGREEMENT AND BUSINESS ASSOCIATE ADDENDUM
WITH EMS MANAGEMENT & CONSULTANTS, INC. OF WINSTON-SALEM, NORTH CAROLINA,
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICES.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 9th day of March 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 23rd day of March 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of March 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 9, 2026

AGENDA ITEM 11.C.

To: Board of Trustees

From: Sean Gilhooley, Director of Law Enforcement Services, Ashlee Jasutis, Deputy Director of Law Enforcement Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk

RE: (Discussion only) Intergovernmental Agreement with the Board of Education of Lyons Township High School District 204 for Reciprocal Reporting, Security Camera Access, and School Resource Officer.

Recommendation

Public Health and Safety reviewed this item at their meeting on March 3, 2026 and recommended approval of an updated Intergovernmental Agreement between the Village of Western Springs and School District 204 for reciprocal reporting, security camera access and school resource officer.

Summary

New State laws taking effect in July 2026 establish revised requirements for School Resource Officers, including clarified role definitions, enhanced training mandates, prohibition of issuing tickets or citations on school property as a disciplinary measure, updated reporting standards, and additional guidelines governing student interactions and information sharing. Our current agreement predates these statutory changes and does not reflect the updated legal framework. Revising the agreement will ensure compliance with State law, clearly define responsibilities between the Village of Western Springs Police Department and the School District, and maintain transparency in how the SRO Program operates within the school environment.

Financial Impact

None.

Recommended Motion

I move to approve the updated intergovernmental agreement with the Board of Education of Lyons Township High School District 204 for reciprocal reporting, security camera access, and school resource officer.

Strategic Plan Alignment

Public Safety and Community Engagement

File Attachments

1. WS and LTHSD 204 Law Enforcement IGA--EXHIBITS C and D ONLY--4-12-24
2. WS and Lyons 204 Law Enforcement IGA (2026)(without Exs C-D) FINAL 2-6-26

4-12-24

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING, DIGITAL
IMAGE ACCESS, AND SCHOOL RESOURCE OFFICER
BETWEEN
THE VILLAGE OF WESTERN SPRINGS
AND
THE BOARD OF EDUCATION OF
LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

EXHIBITS C AND D FOLLOW

EXHIBIT C

**PROTOCOLS FOR STORAGE OF POLICE FIREARMS
ON SCHOOL DISTRICT PROPERTY**

The School Resource Officer may keep a safe in the School Resource Officer’s office at the South Campus and store one or more firearms, including a rifle, and associated ammunition (together “firearms”) in the safe and in accordance with the following protocols:

1. The safe will be biometric with additional physical key access. Only the SRO, the Chief, and the Chief’s designee will have access to the safe.
2. The firearms will be accessible only to the School Resource Officer and any sworn and qualified officer of the Village police force.
3. The School Resource Officer may remove the firearm from the South Campus premises for maintenance, training or replacement. To minimize disruption, the firearm will be transported in a concealed manner, and removal will be conducted outside of school hours when possible.

Exhibit C

Dated:2-14-24

[Revised: _____]

Signed by:

LTHSD 204 Superintendent	Date

Western Springs Chief of Police	Date

FOIA NOTICE: The School District and Village agree that these Exhibit C protocols constitute security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and the Parties agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court.

EXHIBIT D

**PROTOCOLS FOR VILLAGE ACCESS TO IMAGES
FROM SCHOOL DISTRICT DIGITAL SECURITY CAMERA**

- A Provision of Digital Camera System Software. The School District shall provide the Village Police Department with the necessary access protocols in order to enable the Village Police Department to view real time and recorded images created by the School District digital cameras on Village Police Department computers. The Village shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at the Village's sole cost. This Exhibit D applies to School District cameras in and on the South Campus, the Corral, and the Athletic Center properties, and does not apply to cameras in other School District buildings or on school buses.
- B Limited Viewing. Individuals authorized to view images created by the School District digital cameras shall be limited to:
1. The Village Police Chief; and
 2. Village employees or contractors authorized by the Chief or, in the absence of the Chief, the Chief's designee
- ("collectively, "Authorized Viewers").
- C Viewing Images. Other than the display of live feeds from the South Campus cameras in a location designated by the Police Chief in the Police Station, the Village shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is:
- Necessary or prudent, as determined by the Village, for the Village Police Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District property;
 - Necessary or prudent for training purposes, with advance notice of the date, time, and purpose to the School Principal or designee; or
 - Consented to by the School District for investigative purposes.

- D Limited Retention. The School District's digital images are automatically recorded and maintained for a limited time period. The Village shall not retain any recordings beyond the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. The Village will provide notice to the Superintendent of such extended maintenance.

- E Freedom of Information Act. If the Village receives a Freedom of Information Act request for any School District digital images, the Village shall immediately notify the School District and work in good faith with the School District before responding to the Freedom of Information Act request.

- F School Student Records.
 - 1. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter.
 - 2. The School District shall notify the Village Police Chief of any recordings that become school student records. The Village shall, if permitted by law, erase any images that the Village has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.
 - 3. Any images that the Village maintains that have become school student records must be kept strictly confidential and only disclosed
 - a. With prior approval of the Superintendent of the School District or the Superintendent's designee;
 - b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
 - c. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in

4-12-24

accordance with the Illinois School Student Records Act.
105 ILCS 10/6.

- G SRO Access to Digital Camera System. The School District may provide the SRO with login access to the School District digital camera system. Due to the SRO's unique role qualifying the SRO as a "school official" for limited purposes under ISSRA and FERPA, the School District may allow the SRO to routinely access the digital camera system to view real time video and images in the system in furtherance of the SRO's role in the school. However, the SRO shall not record, download or share any images from the digital camera system except as authorized in Paragraph D above or otherwise authorized by the School District.

Exhibit D

Dated: 2-14-24

[Revised: _____]

Signed by:

LTHSD 204 Superintendent	Date

Western Springs Chief of Police	Date

FOIA NOTICE: The School District and Village agree that these Exhibit D protocols constitute security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and the Parties agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court.

A.

**INTERGOVERNMENTAL AGREEMENT FOR
RECIPROCAL REPORTING, SECURITY CAMERA ACCESS, AND
SCHOOL RESOURCE OFFICER**

**BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE
BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204
REGARDING A SCHOOL RESOURCE OFFICER**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is made and entered into by and between the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (“*School District*”), and the Village of Western Springs, a municipal corporation (“*Village*”) (collectively, “*Parties*”).

WHEREAS, both Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 (and the Intergovernmental Cooperation Act (5 ILCS 220/)) authorize and encourage intergovernmental cooperation; and

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the Parties intend that this Agreement apply to all properties operated by the School District within the boundaries of the Village, including Lyons Township High School South Campus, the Corral, and the Athletic Center; and

WHEREAS, the School District has installed a digital security camera system at the north and south campuses of the District to enhance security and safety at the high schools, and the Parties believe that if the Village Police Department were granted access to the images created by the School District’s digital security camera system, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property; and

WHEREAS, the School District desires to have a Village police officer assigned to the District on a contract basis to serve as the School Resource Officer; the Village is willing to provide a police officer for that purpose in exchange for the payment referenced in this Agreement; and the Parties believe the School Resource Officer will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

WHEREAS, Section 10-20.68 of the School Code requires a memorandum of understanding between a law enforcement agency and any school district that uses a School Resource Officer, which memorandum must include provisions related to the role, duties, and training of the School Resource Officer, and further address restrictions on ticketing for municipal code violations, outline a process for law enforcement referral data collection, and provide for regular review and evaluation of the School Resource Officer program; and

WHEREAS, the School District and the Village are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties' collaborative relationship to best serve the school community;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District and Village agree as follows:

I. MISSION, COOPERATION, AND AUTHORITY

A. Mission Statement, Goals, and Objectives

The mission of the Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "**Goals and Objectives**"):

- Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- Promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- Establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- Ensure that school personnel and School Resource Officer have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- Encourage relationship-building by the School Resource Officer such that students and community members see the School Resource Officer as a facilitator of needed supports as well as a source of protection.
- Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- Outline processes for initiatives that involve the School Resource Officer and

school personnel, such as violence prevention and intervention and emergency management planning.

- Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. General Cooperation

1. The Superintendent of the School District will provide the Village Police Chief with a list of administrators ("**School Officials**") to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.
2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts ("**Police Officials**") responsible for implementing this Agreement one of whom will be the School Resource officer assigned to the High School. The officers shall provide their regular and emergency telephone numbers (if applicable).
3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

C. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.
2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment.

3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.
4. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials.
5. The Parties acknowledge that, pursuant to Section 10-22.6 of the School Code, a student must not be issued a monetary fine, fee, ticket, or citation by any person: 1) as a school-based disciplinary consequence, or 2) for a municipal code violation occurring on school grounds during school hours or while taking school transportation. This restriction does not preclude requiring a student to provide restitution for lost, stolen, or damaged property, and further does not modify school disciplinary responses under Sections 10-22.6 or 10-20.14 of the School Code that existed before August 20, 2025, or responses to alleged delinquent or criminal conduct set forth in the School Code, Article V of the Juvenile Court Act of 1987, or the Criminal Code of 2012. This restriction also does not apply to violations of traffic, boating, or fish and game laws.
6. The Parties further acknowledge that, pursuant to Section 26-12 of the School Code, school personnel cannot refer a truant, chronic truant, or truant minor to a School Resource Officer or other police officer or the Village for the issuance of a fine or fee to the student for his or her truancy.
7. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable, as further delineated in Section III.E.
8. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. VILLAGE ACCESS TO IMAGES FROM SCHOOL DISTRICT DIGITAL SECURITY CAMERAS

The School District and the Village agree to the security camera access protocols set forth in Exhibit D. The Exhibit D protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit D.

III. THE SCHOOL RESOURCE OFFICER PROGRAM

A. Selection of the School Resource Officer. The Parties acknowledge that the selection of the School Resource Officer is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the School Resource Officer. The School District, through the Superintendent or designee, and the Village, through the Supervisor in charge of the Criminal Investigation Bureau ("**Supervisor**"), will work collaboratively to select the School Resource officer. The Village will provide to the School District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:

1. Illinois Certified Police Officer;
2. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment); beginning January 1, 2021, the School Resource Officer must have a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SCHOOL RESOURCE OFFICER course, including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs, or ILETSB approved waiver of such training, (within 1 year of assignment) and renewal of such training or waiver as required by the ILETSB (50 ILCS 705/10.22; 105 ILCS 5/10-20.68);
3. Trained in gang resistance and alcohol/drug resistance curricula and knowledgeable about school and community resources;
4. Trained in handling an active school shooter and knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;
5. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
6. Knowledge of, and experience in, matters involving cultural diversity and educational equity; and
7. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
8. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected;

9. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting;
10. Knowledge of school-based legal issues (e.g. confidentiality and consent), and demonstrated commitment to protecting students' legal and civil rights.

The Village shall assign to the School District the police officer mutually agreed upon by the School District and the Village to act as the School Resource Officer.

- B. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The Village agrees to make all potential School Resource Officer candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The Village shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987
- C. Relationship. The School Resource Officer shall remain an employee of the Village and will at all times abide by all personnel rules of the Village and any applicable Collective Bargaining Agreement. As an employee of the Village and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. The Village shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations. The Village shall maintain payroll, attendance, and performance evaluation records.
- D. Supervision.
 1. As an employee of the Village, the School Resource Officer shall be subject to the chain of command of the Police Department. When serving in the role of School Resource Officer, he/she shall coordinate and communicate with the Principal or Principal's designee regarding daily activities and work at his/her direction. The School Resource Officer shall ensure that the Principal remains aware of material interactions and information involving the his/her work, including, but not limited to, arrests and searches of students' persons and property. To ensure clear and

consistent lines of communication, the School Resource officer shall provide monthly reports on activities to the Supervisor, Superintendent, and Principal.

2. In the event the School Resource Officer fails to abide by the terms of this Agreement, follow the policies and procedures of the School District, or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the Supervisor of the specific problems. The Superintendent or his or her designee and the Supervisor will work cooperatively to resolve the problems. If the School Resource Officer fails to remedy the problems within fifteen (15) days of the date of notification or a date agreed upon by the Parties, the Superintendent or designee may request a new School Resource Officer and work cooperatively with the Supervisor to appoint a new School Resource Officer in accordance with Section III.A.

E. Scope of Duties.

1. The scope of the School Resource Officers' duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee.
2. The Principal or the Principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. In instances of student misbehavior that do not require a law enforcement response, the Principal or the Principal's designee shall determine the appropriate disciplinary response. The Principal or the Principal's designee should prioritize school- or community-based accountability programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.
3. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The School Resource Officer shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The School Resource Officer shall read and understand the student code of conduct for both the District and the School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct.
4. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee and the School Resource Officer shall use their reasoned professional judgment and discretion to determine whether School Resource Officer involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether

misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

5. For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the School Resource Officer may take reasonable measures to de-escalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the School Resource Officer when they have a reasonable fear for their safety of students or other personnel.
 6. The School Resource Officer must conduct him/herself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for the School District.
- F. Schedule. The School Resource Officer shall be assigned to the School District beginning the day teachers return to work in the fall and ending on the last day of student attendance in the spring, as detailed on the School District calendar. The exact hours that the School Resource Officer shall serve each day at the high school shall be determined jointly by the Superintendent or designee and Supervisor. The hours of service shall commence prior to the start of the first class period and end after the last class period on each school day, unless: (i) the School District informs the Village that the School Resource Officer is not needed during those times; (ii) as directed by the Village in an emergency; (iii) the School Resource Officer has training, provided that the times of absence are preapproved by the School District, which approval may not be unreasonably withheld; or (iv) as otherwise agreed to by the School District and Village.

If the School Resource Officer is not able to report to duty at the South Campus on a given day, the Village will make best efforts to have an officer check in with the Principal's Office, walk through the building, and drive through the parking lot. Both parties agree that, in the event the School Resource Officer is out on family or medical leave or otherwise will have an extended absence for any reason, the Village will assess availability and, if requested by the District, will use reasonable efforts to provide an interim School Resource Officer until the assigned School Resource Officer can return or be permanently replaced, provided that the provision of an interim School Resource Officer does not interfere with police operations or put additional strain on the Village's staffing levels. Further, both parties agree that, in such circumstances, the parties will coordinate and discuss

additional options for ensuring School Resource Officer services are provided, to the extent possible, until the assigned School Resource Officer can return from leave. If possible, the interim officer will have School Resource Officer or juvenile officer training and experience. The District will reduce the scope of the School Resource Officer duties for interim officers to focus primarily on safety and security issues as appropriate given the experience of the officer and length of interim service. The Parties may agree to increase the consistency or level of support to be provided by the Village during absences of the School Resource Officer, such as by designating or providing additional officers, and will amend this Agreement pursuant to Section IV.G to effectuate such agreement as appropriate. However, notwithstanding the foregoing, the School District may determine that providing an interim officer would cause disruption or would otherwise not be necessary and may decline the provision of an interim officer.

G. Evaluation of the School Resource Officer and the Program.

1. The School Resource Officer is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the School Resource Officer, with a collaborative performance appraisal process involving the Village and District officials. This performance evaluation is separate from the evaluation of the officer by the Village Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider the School Resource Officer's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess (i) the extent of the School Resource Officer's positive interactions with students, parents/guardians, and staff; (ii) the School Resource Officer's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (iii) contributions to achieving the mission purpose, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem-solving among the Supervisor and Superintendent, which may include appointing a new School Resource Officer in accordance with Section III.A.
2. In the spring of every odd-numbered year commencing in 2027, the School District will seek community and stakeholder input on the Program, which will be obtained in the manner determined by the School District and may be accomplished through a committee. The Superintendent or designee and Supervisor then will meet to evaluate the Program with respect to goals previously set, considering any community and stakeholder input in accordance with 105 ILCS 5/10-20.68, and set goals for the next two-year Program cycle (and may revise Exhibit A to address the goals), and establish methods to monitor progress. The biennial discussion of the overall relationship of the Parties pursuant to Section IV.E also may be conducted at this meeting.

H. Cost.

1. Amount. The School District shall pay to the Village sixty-five percent (65%) of the total salary and costs for all benefits paid by the Village to or for the School Resource Officer and incurred by the Village as a result of employing the School Resource Officer, including, without limitation, healthcare and pension benefits, costs for any overtime duty that is the direct result of the School Resource Officer services rendered to the School District or any other costs for the School Resource Officer while the School Resource Officer may be out on medical or other type of approved or required leave. The School District acknowledges that the total wages and benefits paid to the School Resource Officers will be determined by the Village and subject to an annual cost-of-living adjustment and other increases in each calendar year, in an amount to be determined by the Village. The Village will provide advance notice to the School District of any known annual increases in costs under this paragraph.
2. Training Costs. The School District will pay the costs of training provided to the SRO by the School District. All costs of training required by law or by the Village shall be paid by the Village.
3. Overtime Costs. In the event that the School District requests the School Resource Officer to provide services before the start of the first class period, after the last class period, or on weekends or other days that are not part of the normal scheduled school hours and the total hours of SRO service exceed forty (40) hours in a week, the School District shall reimburse the Village for sixty-five percent (65%) of all overtime expenses incurred by the Village to pay the School Resource Officer.
4. Invoices. The Village shall issue to the School District monthly (12) invoices for the salary and benefits earned by the School Resource Officer, and the School District agrees to pay each invoice in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Grants. Upon request of the Village, the School District shall work cooperatively with the Village to pursue any grant funding that may be available to mitigate the costs of providing a School Resource Officer to the School District pursuant to this Agreement.

I. Training.

1. In accordance with Section 10-20.68 of the Illinois School Code, the Village shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board School Resource Officer course or ILETSB approved waiver within one year of the School Resource officer's assignment.

2. The School Resource Officer shall attend specified training on topics the District deems important, as specified in Exhibit B, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. Where practicable, the District shall also encourage school administrators working with the School Resource officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

J. Reciprocal Reporting.

1. The Village and the School District shall share information regarding student criminal and civil offenses as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Reciprocal Reporting Agreement between the School District and the Village.
2. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into custody or arrested when police officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy. Except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a student enrolled in one of the School District's schools who is not a minor.
3. Reporting of Law Enforcement Detentions of Students. As required by Section 22-20 of the Illinois *School Code*, Police Officials shall report to the School District's Principal or designee whenever a student is detained for proceedings under the *Juvenile Court Act* or for any criminal offense or any violation of a municipal or County ordinance. The report shall

include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

K. Student Records.

1. For purposes of the *Illinois School Student Records Act*, 105 ILCS 10/, and the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential except if disclosure is required by law. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.
2. Consistent with Section 10/2(d) of the *Illinois School Student Records Act*, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

L. Detainment and Questioning of Students on School Grounds. Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, a law enforcement officer or school resource officer must comply with Section 22-88 of the *School Code*, including, as applicable, the processes for notification to parent or guardian, and reasonable efforts to ensure the presence of parent/guardian or specified school staff as well as a law enforcement officer trained in interaction and communication with youth. 105-ILCS 5/22-88. School Officials will cooperate with the SRO or other law enforcement officer's actions to comply with these requirements.

M. Use of Body Worn Cameras By Western Springs Police Officers on School District Property.

1. *Law, Cooperation and Authority.* The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 et seq.) was recently enacted into law enabling police officers to utilize body worn cameras ("BWC") in certain situations. The Village and School District recognize both the merit and potential problems that may arise from a School Resource Officer's use of a BWC while on School District property.

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section III.M). The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

2. *Body Worn Camera General Usage.* During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:
 - a. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
 - b. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
 - c. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed; and
 - d. As otherwise required by state law.
3. *Body Worn Cameras in Interviews.* When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.
4. *Prohibited Uses of Body Worn Cameras.* The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

- a. Conversations with students and staff that are unrelated to the investigation of a crime;
 - b. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
 - c. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
 - d. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.
5. *Notice to School District of Recording.* The School Resource Officer will notify the Superintendent or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, Western Springs Police Department will provide the School District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. Western Springs Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. Western Springs Police Department will notify the School District point of contact prior to releasing pursuant to FOIA a body-worn camera video filmed on South Campus, the Corral, or Athletic Center premises containing images of a student(s) or School District employee.
6. *Limited to School Resource Officer.* The provisions in this section of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from Western Springs Police Department or any other law enforcement agency.
- N. Integrating the School Resource Officer into the School. The Parties acknowledge that proper integration of the School Resource Officer can help build trust, relationships, and strong communication among the School

Resource Officer, students, parents/guardians, and school personnel.

1. *School Community.* The District shall be responsible for ensuring that the School Resource Officer is introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the School Resource Officer's background and experience, the School Resource Officer's role and responsibilities, what situations are appropriate for School Resource Officer involvement, and how the School Resource Officer and the school community can work together, including how and when the School Resource Officer is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the School Resource Officer's work. The introduction for parents/guardians shall include information on procedures for communicating with the School Resource Officer in languages other than English. The School Resource Officer shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
2. *Meeting with School Staff.* The School Resource Officer shall regularly be invited to and attend staff meetings and assemblies. The School Resource Officer's supervisor shall also meet monthly with designated school staff to monitor the program. School Resource Officer shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.
3. *Integration with individual students.* The School Resource Officer may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents/guardians of such students of the opportunity to offer the School Resource Officer access to the portions of the IEP or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents/guardians to decide whether to permit the School Resource Officer to review such documents. If a parent/guardian provides such permission, the School Resource Officer shall review the documents and the school shall make available a staff member who can assist the School Resource Officer in understanding such documents.
4. *Emergency Management Planning and Crisis Response.* The School Resource Officer shall participate in any District and school-based emergency management planning, including, but not limited to, the annual review of the school's emergency and crisis response plan and its procedures for law enforcement to rapidly enter school buildings in the event of an emergency. School Safety Drill Act, 105 ILCS 128/25, 50. The School Resource Officer shall also participate in the work of any school

threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act (“FERPA”) and Illinois School Student Records Act (“ISSRA”). 20 U.S.C. § 1232g; 105 ILCS 10/ *et seq.* (see Section III.K)

- O. Complaint Resolution Process. The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the School Resource Officer or the Program. The system shall comply with Village policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer’s due process rights and any applicable employment protections.
- P. Security Protocols. The School District and the Village agree to the security protocols set forth in Exhibit C. The Exhibit C protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit C.

IV. OTHER TERMS AND CONDITIONS

- A. Complete Agreement. As of the commencement of the term of this Agreement pursuant to Section IV.E below, this Agreement shall replace and supersede any prior versions of this Agreement signed between the Parties and shall set forth all the covenants, conditions, and promises between the Parties. As of that date, there will be no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- C. Indemnification.
 - 1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their

individual and official capacities (the **“Village Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the “School Indemnitors”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the **“School Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the **“Village Indemnitors”**), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.
3. Nothing contained in Section IV.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.
4. For the purposes of this Agreement, any injury incurred by the SCHOOL RESOURCE OFFICER for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Village, and the School Resource Officer shall, at all times, be considered, for worker’s compensation purposes, to be an employee of the Village. Each party shall bear its own costs for workers’ compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements. During the term of this Agreement, each party agrees to have the other party and their respective affiliates (i.e., appointed and elected officials, officers, board members, employees, and agents) expressly named as additional insureds on a primary and non-contributory basis on its Liability coverages required below with the exception of Workers’ Compensation as relates to services performed under this agreement. Each party shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

1. Comprehensive General Liability - \$1,000,000 per occurrence and

- 2. \$2,000,000 general aggregate.
- 2. Law Enforcement Liability (or similar coverage) - \$1,000,000 per occurrence and \$2,000,000 general aggregate (*required for the Village only*).
- 3.
- 4. Umbrella / Excess coverage - \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 5. Workers' Compensation – Statutory.

Upon written request, each party agrees to furnish to the other party certificates of insurance evidencing the coverages required above. The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. The Umbrella or Excess Liability policy shall follow form of coverage of the General Liability and Law Enforcement Liability policies. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

In the event of the cancellation of any insurance policy required herein, or upon either party's failure to procure said insurance, either party shall have the right to immediately terminate this Agreement.

- E. Term and Renewal. The term of this Agreement shall commence on July 1, 2026, and shall be in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods of July 1 to June 30 unless terminated as provided below. In the spring of every odd-numbered year commencing in 2027, the Parties shall meet and discuss their relationship under this Agreement.
- F. Termination. Either party may terminate this Agreement during the term of this agreement by giving thirty (30) days' prior written notice of such termination, except that sixty (60) days' written notice of termination shall be required for termination of the Section III School Resource Officer Program. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.
- G. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Assignment. Neither party hereto may assign its respective rights or duties hereunder.
- J. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a

waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.

- K. Compliance with All Laws. The Village and District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement.
- L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.
- M. Exhibits. Exhibit A, Exhibit B, Exhibit C, and Exhibit D are incorporated into and made part of this Agreement.
- N. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- O. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.
- P. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- Q. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives. However, the term of the Agreement shall commence on the date set forth in Section IV.E.
- R. Corporate Authority. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Village Board and the School District Board and except for amendment of this Agreement, the Village Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the Village and the School District respectively under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

**BOARD OF EDUCATION OF
LYONS TOWNSHIP
HIGH SCHOOL
DISTRICT 204**

VILLAGE OF WESTERN SPRINGS

By: _____

By: _____

Name: _____

Name: _____

Title: Board President

Title: Village President

Attest: _____

Attest: _____

Name: _____

Name: _____

Title: Board Secretary

Title: Village Clerk

Date: _____

Date: _____

EXHIBIT A

Duties and Responsibilities of School Resource Officer

The Western Springs police officer assigned to the School District as its School Resource Officer shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons in topics including, but not limited to, safety, gang/violence and drug/alcohol resistance education.
2. Provide training for staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive, mutually respectful relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource; maintain office hours each day to facilitate open communication.
3. Interact with students as a positive role model, especially during lunch and social-interactive periods.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the Superintendent or their designees on a daily basis. This shall include, but not be limited to, apprising the Superintendent and School District Administrators of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
5. Collaborate with Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior. This includes troubled, delinquent, neglected, or abused students.
6. Assist administrators in investigating and responding to student conduct in violation of the School District Student Handbook and School District and building behavior policies, including assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Make arrests and issue citations and court referrals to students when necessary and appropriate outside the school disciplinary process, acknowledging the goal of the Parties under this Agreement to minimize student arrests and court involvement, and provided the School Resource Officer shall not issue tickets or citations to students for violations of the municipal code occurring on school grounds during school hours or while the student is taking school transportation. 105 ILCS 5/10-20.68, 10-22.6.
8. Become familiar with the attendance area of the School District in terms of

- delinquency patterns, trouble spots, neglect of children who are students of the school, and other related problems.
9. Coordinate with School District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's immigration status shall be handled in a manner consistent with District procedures and Illinois law, including, but not limited to the provisions of Section 22-105 of the School Code prohibiting denial of a free education based on immigration status.
 10. Accompany District personnel on home visits, as requested.
 11. Participate when requested in the School District review of safety plans and the conducting of school safety drills.
 12. Facilitate communication between the Western Springs Police Department and the School District, including ensuring the regular and proper collection and reporting of data regarding school-based arrests, citations, and court referrals of students, as well as other measures that may assist Western Springs and School District in evaluating the performance of the School Resource Officer and the success, fairness, and effectiveness of the Program. Commencing with the 2027-2028 school year, the School Resource Officer shall meet with the Principal or Principal's designee on at least a monthly basis to review student referrals to law enforcement to assist the School District in complying with the ISBE referral reporting requirements under the School Code. 105 ILCS 5/2-3.206, 10-20.68.
 13. Playing a role in lockdown, searches, evacuation and other drills.
 14. Providing supervision when present at extracurricular and athletic events, including school dances, games, and other events.
 15. Serving as a resource from time to time for specific classroom instruction and curriculum development, including such things as gang education, substance abuse prevention, applicable laws, the rights of citizens interacting with police, the consequences of arrests, and related matters.
 16. Maintain familiarity with the School District Code of Conduct.
 17. Attend disciplinary meetings with students and parents only upon request by School District administration.
 18. Serve as consultant to the School District in matters of crime prevention, law enforcement, community youth services and other related matters.
 19. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other community problems.
 20. Assist in preventing truancy, in processing truancy cases, and in making home visits when requested, provided that the parties understand that school personnel cannot refer a student to the School Resource Officer for the issuance of a fine or fee to the student for truancy.
 21. Assist in the supervision of extra-curricular activities, as requested.
 22. Provide educational presentations to students on bullying, violence prevention and management, and drug and alcohol resistance, as requested.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as

- requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
 4. Follow building and School District behavior policies and refer all matters of school discipline to the proper administrator.
 5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
 6. Assist staff in the event of an emergency.
 7. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.
 8. Check for unauthorized persons in and around School District premises and assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District Property.

General

1. Perform duties in street clothes, except on those occasions when, in the judgment of the school Principal or his/her designated representative, the standard police uniform would be more appropriate. If the school principal or his/her designee wants the School Resource Officer to wear his/her uniform, the Principal or designee shall notify the School Resource Officer or the School Resource Officer's supervisor at least 24 hours in advance of the request.
2. Carry his/her service weapon, badge, and handcuffs.
3. Assume responsibility for finding a substitute when absent. An officer with previous high school and/or middle school experience (including co-curricular activities) will be provided whenever possible.
4. Participate in periodic training through the Illinois School Resource Officers Association, National Association of School Resource Officers, or similar organizations.
5. Proactively work with school personnel to prevent crime on school grounds, protect students and staff and provide a safe and secure school environment. This includes, but is not limited to, patrolling the school and grounds, monitoring pedestrian and monitoring vehicular traffic on school grounds.
6. For purposes of the Western Springs Police Department, the officer reports directly to the supervisor at the Western Springs Police Department or, in his/her absence, to the Chief of Police.
7. The School Resource Officer reports directly to the Superintendent or their designee and works as a member of the Student Services Team.
8. Participate in all in-service training and certification requirements that apply to all certified officers of the Western Springs Police Department.
9. Attend any required court appearances on behalf of the School District.

EXHIBIT B

Additional areas for continuing professional development and training may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, gender identity, sexual orientation, immigrant rights, and other areas
- Professional Development offered by School District facilitators and staff (Seeking Educational Equity and Diversity, Beyond Diversity, Social and Emotional Learning, etc.)
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, equity, cultural responsiveness, individual-institutional-systematic racism, homophobia, transphobia, sexism, classism, ableism, including, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The School Resource Officer shall attend a minimum of eight hours of training per year. Where practicable, the District shall also encourage school administrators working with School Resource Officers to undergo training alongside School Resource Officers to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.