AGENDA

BOARD OF TRUSTEES

Regular Meeting: April 27, 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. **Swearing in of Pippin the Comfort Dog**

5. **Public Comment**

6. **Appointments (President Rudolph)**

   A. Appointment of Martin Gavin to the Police Pension Fund for a two-year term expiring April 27, 2028.

   B. Reappointment of Michael Sorich to the Police Pension Fund for a two-year term expiring April 27, 2028.

7. **Approval of Meeting Minutes**

   A. Approval of March 23, 2026 and April 13, 2026 President and Board of Trustees Meeting Minutes (Omnibus Item)

8. **General Government Committee Report (Trustee Chen)**

   A. [Previously discussed] 2026 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit (Omnibus Item)

   B. [Previously discussed] License Agreement for the use of Right-of-Way between the Village of Western Springs and MCI Metro Access Transmission Services LLC (Omnibus Item)

9. **Finance Committee Report (Trustee Martin)**

   A. [Previously discussed] Approval of a Three-Year Agreement with ClearGov for Subscription Services for Capital Budgeting (Omnibus Item)

   B. [Previously discussed] Authorizing Certain Expenditures From the Downtown North Tax Increment

Financing District to Pay for a Portion of the Hillgrove Avenue Improvement Project (Omnibus Item)

10. Planning and Zoning Committee Report (Trustee Fink)

A. [Previously discussed] 2026 Official Zoning Map (Omnibus Item)

B. [Previously discussed] Acceptance of Public Improvements, 4300 Franklin Western Springs, LLC. (Omnibus Item)

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

A. National Drinking Water Week 2026 Proclamation (Omnibus Item)

B. [Previously discussed] Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, Preliminary Engineering Phase 1 proposal from V3 Companies (Omnibus Item)

C. [Previously discussed] Safe Routes to School Travel Plan Sidewalk Infill Project — Professional Design Engineering Services Agreement With Christopher B. Burke Engineering, Ltd. (Omnibus Item)

D. [Previously discussed] Professional Services Agreement with HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program (Omnibus Item)

E. [Previously discussed] Waiver of Bidding Process and Contract with Sole-Source Provider Ferguson Waterworks for the Purchase of Water Meters and Accessories (Omnibus Item)

F. [Previously discussed] Change order for 53rd Street and Flagg Creek Watermain Project (Omnibus Item)

G. (Discussion only) Professional Services Agreement with Carollo Engineers for the Completion of an Iron Removal Pilot Study for the Water Treatment Plant

H. (Discussion only)Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project

I. (Discussion only) Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance

J. (Discussion only) Purchase of a Case 721 G End Loader from McCann Industries of Addison, IL — Sourcewell Cooperative Purchasing Contract # 011723-CNH and Bid Waiver

12. Properties & Recreation Committee Report (Trustee Nawrocki)

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

A. [Previously discussed] Agreement between Oxcart Permit Systems, LLC and the Village of Western Springs (Omnibus Item)

14. Consideration of and Action on Agenda Items

15. 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?

16. Consideration of an Omnibus Vote

A. Motion to approve the appointment of Martin Gavin to the Police Pension Board for a two-year term expiring April 27, 2028.

B. Motion to approve the reappointment of Michael Sorich to the Police Pension Board for a two-year term expiring May 1, 2028.

C. Motion to approve the March 23, 2026 and April 13, 2026 President and Board of Trustees meeting minutes.

D.

Ordinance No. 26-3317

An Ordinance approving the creation of a Class "J" (Special Events on Village Owned Property; Beer and Wine Only) liquor license for issuance to the Western Springs Business Association for the 2026 Gathering on the Green, Jammin' In July and Winter Wonderland special events to be conducted on the Village Tower Green area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street and approving the related temporary use permit and license and indemnification agreement for the special events (Gathering on the Green: Friday, June 26, 2026; Jammin' In July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, And July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026).

E.

Resolution No. 26-2995

A Resolution approving and authorizing the execution of a renewal agreement of a right of way use license and optic cable agreement to be entered into between the Village of Western Springs and MCIMetro Access Transmission Services, LLC (MCIMetro/Verizon).

F.

Resolution No. 26-2996

A Resolution waiving the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the execution of a vendor contract with ClearGov, Inc. of Maynard, Massachusetts for the purchase of a ClearGov software subscription in an amount not to exceed $38,567.50.

G.

Ordinance No. 26-3318

An Ordinance approving an updated version of the Village of Western Springs Official Zoning Map pursuant to sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and section 10- 5-3 (Zoning Map) of the Western Springs Municipal Code.

H.

Resolution No. 26-2997

A Resolution authorizing and approving a bill of sale for the acceptance of the completed public improvements as part of the Redevelopment Agreement by and between the Village of Western Springs, Illinois and 4300 Franklin Western Springs LLC for the demolition of church, abrogation of easement and restoration of 43rd Street right-of-way.

I. Motion to proclaim May 3-9, 2026 as National Drinking Water Week urging all citizens to help protect our source waters from pollution and practice water conservation.

J.

Ordinance No. 26-3319

An Ordinance approving and authorizing the execution of an engineering services agreement with V3 Companies for Phase I engineering services and its Exhibit “1” – rider to engineering services agreement for the Hillgrove Avenue Improvements Project and authorizing certain expenditures from the Downtown North Tax Increment Financing District to pay for such services.

K.

Resolution No. 26-2998

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Christopher B. Burke Engineering, Ltd. for engineering services related to the Safe Routes to School Sidewalk Infill Project in an amount not to exceed $99,975.00.

L.

Resolution No. 26-2999

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and HR Green, Inc. for the performance of Phase II design services related to the Phase III (cy 2026-27) Lead Service Line Replacement Program.

M.

Resolution No. 26-3000

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 $50,000.

N.

Ordinance No. 26-3320

An Ordinance approving and authorizing the execution of Change Order No. 1 to the contract entered into with Mauro Sewer Construction Inc., of Des Plaines, Illinois for the repair of the watermain located at 53rd Street and Flagg Creek, increasing the contract price from $344,350.00 to $370,180.00.

O.

Resolution No. 26-3001

A Resolution approving and authorizing the execution of a services agreement with Oxcart Permit Systems, LLC of Palatine, Illinois for the provision of permit application and processing services.

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

18. New Business

19. Old Business

20. Reports

A. Monthly Financial Report (Trustee Martin)
Motion to approve:
I move to approve the March 2026 Financial Report as presented.
Second to the motion.
Roll call vote.

B. Village President Rudolph

C. Village Manager Baer

D. Village Attorney Skrodzki

21. Closed Meeting (If needed)

22. 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, March 23, 2026

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

Board Members Present:
Amy Avakian
Alan Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Absent:
Trustee Nicole Chen

Village Attorney Present:
Anne Skrodzki, Village Attorney

Staff Present:
Ellen Baer, Village Manager
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Sean Gilhooley, Director of Law Enforcement
Daisy Chavez, Assistant to the Village Manager
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.

DRAFT

PUBLIC COMMENT

A resident spoke regarding his concerns over traffic at the intersection of 47th Street and Wolf Road.

APPROVAL OF MEETING MINUTES

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

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Nawrocki reported on behalf of Trustee Chen that the three year renewal of the ESRI Cloud-Based Enterprise Agreement for an amount not to exceed $20,600 will be on tonight's Omnibus for approval.

FINANCE COMMITTEE REPORT

Trustee Martin reported that the previously discussed December 1, 2025 South TIF Incentive rebate payment to Hawthorn 45, LLC for the 2024 levy year in the amount of $146,777.06 will be on tonight's Omnibus for approval.

PLANNING AND ZONING COMMITTEE REPORT

No report.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported that the previously discussed contract with the lowest bidder, Water Services Company for the 2026 Water Meter Replacement Project will be on tonight's Omnibus for approval.

Trustee Lewis reported that the previously discussed 2026 State of Illinois Motor Fuel Tax authorization will be on tonight's Omnibus for approval.

Trustee Lewis reported that the previously discussed joint purchasing program for road salt for the 2026/2027 calendar year is on tonight's Omnibus for approval.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Nawrocki reported that the previously discussed purchase of furniture for the Grand Avenue Community Center and Recreation Center from Omnia Partners, a cooperative purchasing organization will be on tonight's Omnibus for approval.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

DRAFT

Trustee Avakian reported that the previously discussed billing agreement with EMS Management and Consultants will be on tonight's Omnibus for approval.

Trustee Avakian reported that the previously discussed Intergovernmental Agreement with the Board of Education of Lyons Township High School District 204 will be on tonight's Omnibus for approval.

CONSIDERATION OF AN OMNIBUS VOTE

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

Omnibus:

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

B. Resolution No. 26-2986

A 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.

C. Resolution No. 26-2987

A Resolution authorizing the approval and execution of a small enterprise agreement between the Village of Western Springs and Environmental Systems Research Institute, Inc. ("ESRI") for the local government cloud-based license, subscription and use of ArcGIS software and help desk services to allow the Village to operate its Geographic Information System (GIS) (Contract term: 24 months with a 12 month renewal option).

D. Resolution No. 26-2988

A Resolution accepting the lowest cost, qualified, responsive bid and authorizing the execution of an agreement to be entered into between the Village of Western Springs and Water Services Company of Elgin, Illinois for the 2026 Water Meter Replacement Project and authorizing the expenditure of Village funds to pay for the project in an amount not to exceed $25,000.

E. A motion to approve the use of Motor Fuel Tax funds (MFT) in the amount of $525,000 for the sidewalk replacement program, asphalt patching, purchase of salt and asphalt resurfacing work utilizing MFT Resolution Form BLR 14220 and 14222.

DRAFT

F. Resolution No. 26-2989

A Resolution approving and authorizing the participation in the State of Illinois CY2026-CY2027 Rock Salt Contract Joint Participation Agreement and Certificate of Authority by Vote.

G. Resolution No. 26-2990

A Resolution authorizing the waiver of the competitive bidding process in lieu of purchasing through the Omnia Partners competitively bid purchasing program and authorizing and approving the execution of a quote dated January 22, 2026 and a related vendor agreement and purchasing agreement with Henricksen for the purchase of office furniture for the Recreation Center and Grand Avenue Community Center Senior Center.

H. Resolution No. 26-2991

A Resolution approving and authorizing the execution of an intergovernmental agreement between the Village of Western Springs and the Board of Education of Lyons Township High School District No. 204 regarding a school resource officer.

I. Resolution No. 26-2992

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.

Trustee Martin seconded to the motion.
Motion passed on a roll call vote.
Voting Aye: Avakian, Fink, Lewis, Martin, Nawrocki and President Rudolph
Voting Nay: None
Absent: Trustee Chen

REPORTS

Monthly Financial Report (Trustee Martin)

Trustee Martin gave a summary of the February 2026 financial report and moved it be approved as presented.
Trustee Lewis seconded the motion.
Motion passed on a roll call vote.
Voting Aye: Avakian, Fink, Lewis, Martin, Nawrocki and President Rudolph

DRAFT

Voting Nay: None
Absent: Trustee Chen

Village President Rudolph
No report.

Village Manager Baer
Manager Baer reported that our mobile emissions testing is going on this week and also reminded residents that hydrant flushing starts April 6, 2026 and goes through May 1, 2026.

Village Attorney Skrodzki
No report.

ADJOURNMENT

Trustee Martin made a motion to adjourn.
Seconded by Trustee Nawrocki. Motion passed on a voice vote.

The meeting was adjourned at 7:22 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk

DRAFT

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, April 13, 2026

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

Board Members Present:
Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Absent:
None

Village Attorney Present:
Anne Skrodzki, Village Attorney

Staff Present:
Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
John Mastandona, Director of Finance
Heather Valone, Director of Community Development
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Brian Scott, Director of Fire and EMS
Sean Gilhooley, Director of Law Enforcement
Daisy Chavez, Assistant to the Village Manager
Mike Kenney, Recreation Department
Jill Izzo, Deputy Village Clerk

Electronic Attendance:
None.

DRAFT

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENT

None.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Chen reported that the General Government Committee reviewed and recommended the Western Springs Business Association's request for a special events liquor license and temporary use permit for their upcoming events which include Gathering on the Green, Jammin' in July and Winter Wonderland slated for 2026.

Trustee Chen reported that the General Government Committee reviewed and recommended for tonight's omnibus the approval of two ordinances amending Title 4 relative to the number of liquor license issued in Western Springs. Trustee Chen reported that both Salerno's and The Opry are not renewing their liquor licenses.

Trustee Chen reported that the General Government Committee reviewed and recommended renewing a license agreement for the use of right-of-way between the Village of Western Springs and MCI Metro Access Transmission Services LLC d/b/a Verizon. Trustee Chen reported that the renewal allows MCIMetro to maintain its privately owned fiber-optic cable within designated public rights-of-way.

Trustee Chen gave a brief update regarding the nine liquor license renewals within the Village of Western Springs.

Trustee Chen reported that the General Government Committee reviewed and recommended for tonight's omnibus the appointment of prosecutor Donna J. Norton for local adjudication and certain other local hearings.

FINANCE COMMITTEE REPORT

Trustee Martin reported that Finance Committee reviewed and recommended three year renewal agreement with ClearGov. Trustee Martin reported that the Village began using ClearGov software in 2021 to assist in the budget process and it has been an essential tool.

DRAFT

Trustee Martin reported that Finance Committee reviewed and recommended an authorization of funds from the Downtown North TIF District Fund (5201395) for engineering services related to the Hillgrove Avenue Improvement Project.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink reported that the Planning and Zoning Committee reviewed and recommended the approval of the 2026 Official Zoning Map as required by the Illinois Municipal Code to be done annually.

Trustee Fink reported that the Planning and Zoning Committee reviewed and recommended acceptance of the public improvements made within the 43rd Street right-of-way between Franklin and Howard Avenues as required by the redevelopment agreement entered into with 4300 Franklin Western Springs, LLC.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended the waiver of bidding process and contract with sole-source provider Ferguson Waterworks for the purchase of water meters and accessories.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommends a professional services agreement with HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended for approval on tonight's omnibus a professional services agreement with HR Green, Inc. for Phase III Construction Observation Services for the Phase 2 CY25-26 Lead Service Line Replacement Project.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended the proposal from V3 Companies for the preliminary engineering Phase I of the Hillgrove Avenue Improvements.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a professional design engineering services agreement with Christopher B. Burke Engineering, Ltd. for the Safe Routes to School Travel Plan Sidewalk Infill Project.

DRAFT

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Trustee Lewis gave a brief water system update and announced the upcoming Touch-a-Truck event.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Nawrocki reported that the Properties and Recreation Committee reviewed and recommended for approval on tonight's omnibus, a contract with Titans Sports Training, LLC for professional tennis services. Titans Owner and Director Amanda Hanlon gave a presentation on the services offered by Titans Sports Training.

Trustee Nawrocki reported that the Properties and Recreation Committee reviewed and recommended for approval on tonight's omnibus an Arbor Day Proclamation (which was read in its entirety).

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Avakian reported that the Public Health and Safety Committee reviewed and recommended an agreement with Oxcart Permit Services, LLC to maintain and process overweight permit requests submitted by companies with vehicles that would exceed the legal weight limits to travel on public streets or highways. Village Police Department staff will still review the permits; however the process will be streamlined so that most can be managed through the portal. It is anticipated that compliance may increase with this technology.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for April 13, 2026, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety.

Omnibus:

A. Ordinance No. 26-3315

An Ordinance amending Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10a(2) and Section 4-1-10a(8) of the Western Springs Village Code relative to the number of Class "B" (Full Service Restaurant with a Patron Bar); Class "H" (Outdoor Liquor Café); liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois (Salerno's Western Springs, Inc. d/b/a Salerno Pizzeria & R Bar)

DRAFT

B. Ordinance No. 26-3316

An Ordinance amending Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-10a(15) and Section 4-1-10a(8) of the Western Springs Village Code relative to the number of Class "O" (Craft Beer, Wine, and Spirits Establishment License (On-Site Consumption and Packaged Sales)); Class “H” (Outdoor Liquor Café); liquor licenses which can be issued in the Village of Western Springs, Cook County, Illinois (Daydream Coffee Company, LLC d/b/a The Opry)

C. A motion to approve the appointment of Donna J. Norton, attorney, as prosecutor for Local Adjudication and other local hearings and to authorize the Village President to execute the professional services agreement for said legal services.

D. Resolution No. 26-2993

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and HR Green, Inc. for construction observation services related to the Phase II Lead Service Line Replacement Program.

E. A motion to proclaim April 24, 2026 as Arbor Day and urge all citizens to support efforts to care for trees and woodlands and to support the community forestry program.

F. Resolution No. 26-2994

A Resolution approving and authorizing the execution of an Independent Contractor Agreement between the Village of Western Springs and Titans Sports Training, LLC for the conduct of tennis instructional coaching programs for the Village of Western Springs Recreation Department (Initial Term: April 13, 2026 through December 31, 2028)

Trustee Lewis seconded the motion.
Motion passed on a roll call vote.
Voting Aye: Avakian, Chen, Fink, Lewis, Martin, Nawrocki and President Rudolph
Voting Nay: None

REPORTS

Monthly Financial Report (Trustee Martin)
None.

Village President Rudolph

DRAFT

President Rudolph reported that she was excited to see so many projects happening throughout the Village and thanked Village staff for all of their hard work.

Village Manager Baer

Manger Baer reported on IDOT's change in speed limit on 47th Street and introduced Chief Gilhooley to give a brief update on traffic enforcement in that area.

Village Attorney Skrodzki

Attorney Skrodzki reported that she has completed both FOIA and procurement training presentations for Village staff and she will next be hosting an ethics training for staff.

ADJOURNMENT

Trustee Martin made a motion to adjourn.
Seconded by Trustee Nawrocki. Motion passed on a voice vote.

The meeting was adjourned at 7:37 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk

DRAFT

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 8.A.

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner
RE: [Previously discussed] 2026 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on April 13, 2026 and recommended the approval of the Western Springs Business Association's application for a temporary use permit and Class "J" Liquor License for their 2026 special events. The Village Board reviewed the application at their meeting on April 13, 2026, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

The Western Springs Business Association (WSBA) has submitted their 2026 requests for a temporary use permit (TUP) and special event liquor license - Class “J” for beer and wine sales at the Village Tower Green and portions of the adjacent street right-of-ways on Hillgrove Avenue, Lawn Avenue, Grand Avenue, and Walnut Street.

A request letter dated March 16, 2026, has been submitted by Jeff Dulla, President of WSBA discussing the events and the pertinent details related to the events (Attachment1). More specifically, the three (3) special events that are planned in 2026 include the following:

- Gathering on the Green: Friday, June 26th from 4:00 pm to 10:00 pm
- Jammin’ in July: Wednesdays, July 8th, 15th, and 22nd from 5:00 pm to 9:00 pm
- Winter Wonderland: Saturdays, November 28th and December 5th, and Sundays, November 29th and December 6th from Noon to 5pm. (No alcohol sales)

Alcohol will be sold at all of the above-mentioned events with the exception of Winter Wonderland in November/December. Based upon their past successes and extraordinary team of volunteers, WSBA has proven over the years that they are capable of managing summer concerts. Staff also believes that the additional special events above align with the Village Board’s strategic goal of having more public events within the Downtown to create an activity

center and attract customers to Downtown businesses.

Coordination meetings with applicable Village departments will be conducted prior to each above-mentioned event to discuss the event logistics and details. At those meetings, topics usually include emergency services, parking, traffic management, alcohol sales and controls, hours of operation, food vendors, etc.

The General Government Committee reviewed the application at their meeting on April 13, 2026, and recommended approval of the temporary use permit and Class "J" Liquor License for their WSBA's special events. The Village Board reviewed the application at their meeting on April 13, 2026, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Attachments

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1. Ordinance - An Ordinance Approving The Creation Of A Class “J” (Special Events On Village Owned Property; Beer And Wine Only) Liquor License For Issuance To The Western Springs Business Association For The 2026 Gathering On The Green, Jammin’ In July And Winter Wonderland Special Events To Be Conducted On The Village Tower Green Area And Portions Of The Adjacent Rights-Of-Way Of Hillgrove Avenue, Lawn Avenue, Grand Avenue And Walnut Street And Approving The Related Temporary Use Permit And License And Indemnification Agreement For The Special Events (Gathering On The Green: Friday, June 26, 2026; Jammin’ In July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, And July 22, 2026; And Winter Wonderland: Saturday, December 5, 2026).

Financial Impact

None.

Recommended Motion

I move to approve the Western Springs Business Association's application for a temporary use permit and Class "J" Liquor License for their 2026 special events.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Ordinance

ORDINANCE NO. _____
VOTE:_____.
Voting nay: _____.
Absent: _____.
DATE: April 27, 2026_____
OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE CREATION OF A CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2026 GATHERING ON THE GREEN, JAMMIN' IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 26, 2026; Jammin' in July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, and July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026).

WHEREAS, the Western Springs Business Association (the "Applicant" or "WSBA") filed a liquor license application with the Village Clerk for a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the 2026 Gathering on the Green, Jammin' in July and Winter Wonderland Special Events ("Special Events") to be conducted on the Village Tower Green Area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the "Village ROW"), along with the required site plan (a diagram that shows the overall Special Event area and proposes the size, internal set up and location of alcoholic beverage tents and the alcoholic beverage sales/consumption area to be operated during the multiple special events as part of its application) (the "Special Event Site Plan"), application fees and license fees (collectively, the "Application"). WSBA desires approval of a Class "J" (Special Events On Village-Owned Property; Beer and Wine Only) Liquor License for itself to sell liquor at retail for consumption purposes or to contract with a business that holds a current Village liquor license for the retail sale and consumption of liquor during the Special Events on the following dates and for the following hours: Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026; Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026; and Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, December 5, 2026 (collectively, the "Special Event Dates"); and

WHEREAS, prior to the Special Events, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events. Any such restaurants or alcohol distributor must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the General Government Committee held a **public meeting on March 30, 2026** in regard to the Application and favorably recommended the issuance of a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class "J" (Special Events On Village

Owned Property; Beer And Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events; and

WHEREAS, at public meetings on April 13, 2026 and April 27, 2026, the Village Board of Trustees considered the Application and the recommendation of the General Government Committee with regard to the issuance of a Class "J" (Special Events on Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class "J" (Special Events on Village Owned Property; Beer and Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events, and provided the public an opportunity to be heard with respect to the same; and

WHEREAS, the Village of Western Springs is the owner of the Village Tower Green Area and the adjacent Village Right-of-Way ("ROW"), where the proposed outdoor alcoholic beverage tents and outdoor alcoholic beverage sales/consumption area will be operated during the Special Events (the "Outdoor Licensed Premises"); and

WHEREAS, the Village Board finds that the Applicant is eligible to receive a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale, service, and outdoor possession and consumption of beer and wine at the Special Events.

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

SECTION 1. Approval of Creation of Liquor License for Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(J) (Class "J" License - Special Events On Village Owned Property; Beer and Wine Only) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class "J" Liquor License for issuance by the Local Liquor Control Commissioner to the Applicant for the purpose of allowing the Applicant to sell at retail and serve beer and wine for outdoor possession and consumption within the Outdoor Licensed Premises on the Special Event Dates and during the hours set forth above on Page 1 or such other alternate dates and alternate hours during calendar year 2026, as determined by the Local Liquor Control Commissioner, SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.

The President and Board of Trustees of the Village of Western Springs further authorize and approve the Applicant selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the "Co-Liquor License Holders"). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

SECTION 2. Authorization of Issuance of Liquor License to Applicant; Conditions of the Liquor License. The Local Liquor Control Commissioner shall not issue the Class "J" (Special Events On Village

Owned Property; Beer and Wine Only) Liquor License to the Applicant under this Ordinance until the following conditions are satisfied:

A. The Applicant and the Co-Liquor License Holders shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum $1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Events that covers the retail sale and service of beer and wine by the Applicant and the Co-Liquor License Holders.

B. The representatives of the Applicant and the Co-Liquor License Holders agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner's request, to discuss the retail sale, service and consumption of beer and wine in conjunction with the Special Events and shall provide the Commissioner with information relative to its operation upon request.

C. The President and Board of Trustees approve the following regulations relating to the Special Events, including amendments to the Special Event Site Plan:

(1) Special Event Site Plan. The Special Event Site Plan, attached hereto as part of **Group Exhibit "A"**, contains a diagram of the overall Special Event area and the size, internal set up and location of the alcoholic beverage tents or the individual retail sales/tasting booths and the alcoholic beverage sales/consumption area to be operated during the Special Events, and is approved by the Village Board, SUBJECT TO THE FOLLOWING CONDITIONS: all of the other conditions and regulations, including signage, set forth in this Ordinance. The Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations and conditions.

(2) Notice of Special Event. **On or before fifteen (15) days prior to each Special Event**, the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the date and hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises. If it is necessary to conduct the Special Event on an alternate date or alternate hours, the Local Liquor Control Commissioner will select the alternate date or alternate hours, and then the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the alternate date(s) and alternate hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the Special Events.

(3) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village's Liquor Control Ordinance, physically present at the Outdoor Licensed Premises at all times that beer and wine are being sold or served or consumed.

(4) Hours of Sale/Consumption. All sales and service of beer and wine shall be limited to the Outdoor Licensed Premises in accordance with the Village's Liquor Control Ordinance, including the Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License regulations, except as otherwise provided for in this Ordinance or as authorized by the Local Liquor Control Commissioner. The last call for

sales and service of beer and wine shall be thirty (30) minutes prior to the end of the Hours of Operation for the 2026 WSBA Special Events as set forth above on Page 1.

(5) BASSET/TIPS Training. Beer and wine shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve beer and wine only to patrons who are twenty-one (21) years old or older and who are located within the Outdoor Licensed Premises.

(6) Signs. The Applicant shall provide and post appropriate information and warning signs relating to alcoholic liquor sales and consumption at the Special Events consistent with the regulations in this Ordinance and the proposed signage included within the Application (**Group Exhibit "A"**). Additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner shall be posted prior to and during the Special Events.

(7) Set-Up; Take-Down; Bathrooms. The hours of closure of the portions of the Village ROW associated with the Special Events for purposes of set-up and take-down activities shall be three (3) hours prior to the starting time of the Special Events and one (1) hour after the closing time of the Special Events, on the day of the Special Events, except for the stage removal which shall be removed prior to 11:00 A.M. the next day following the Special Events, or as allowed by the Village Manager. The Applicant, at its cost, shall provide set-up and take-down, and remove tables, chairs, a stage, additional waste refuse containers and at least three (3) portable bathrooms within the Outdoor Licensed Premises.

(8) Protective Fencing; Barriers. The Applicant, at its cost, shall comply with the Village staff recommendations and the Barricade Map relative to the installation of a fence or exterior barrier for the Outdoor Licensed Premises, to protect against a motor vehicle accidentally entering into the Outdoor Licensed Premises. The Applicant, at its cost, shall comply with any other requirements or directions issued by the Village Manager relative to the installation of additional fences or exterior barriers for the Outdoor Licensed Premises to protect the public safety and to prevent the public from using the stairs adjacent to the north railroad pedestrian platform for purposes of either accessing or exiting the Special Events. The Barricade Map is attached hereto as part of **Group Exhibit "A"** and made a part hereof.

(9) Safety Regulations. The Applicant, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Outdoor Licensed Premises that are required by the Local Liquor Control Commissioner or the Village Manager from time to time for the Special Events. The above-written direction of the Local Liquor Control Commissioner or the Village Manager and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.

(10) Electricity; Lighting. If the Applicant desires to install temporary electric lighting for the Outdoor Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. If the Applicant desires to use a Village electrical source, the cost of the electricity shall be the responsibility of the Applicant. The Applicant, at its cost, shall be allowed to locate and operate small power

generators in the Outdoor Licensed Premises to supply electrical power to the Special Events.

(11) Water. If the Applicant desires to use water for the Outdoor Licensed Premises from a Village hydrant, the Village will provide a water meter and the Applicant shall be responsible for the cost of all water used.

(12) Noise. The noise from the operation of and patrons of the Outdoor Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners.

(13) Music. Live music is allowed in the Outdoor Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.

(14) Additional Regulations. The Corporate Authorities of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant and the Co-Liquor License Holders relative to its retail sale and service of alcoholic liquor any time prior to or during the Special Events.

(15) Compliance with Regulations. The Applicant and all of its employees or agents, and the Co-Liquor License Holders and all of their employees, who serve or sell beer and wine at the Special Events shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "J" (Special Event On Village Owned Property; Beer and Wine Only) Liquor License set forth at Section 4-1-9(J), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.

(16) Security - Outdoor Alcoholic Beverage Sales/Consumption Area. The dedicated alcoholic beverage sales/consumption area shall have designated entrance and exit points for the public. During the hours of alcohol sales, an adult (who has completed BASSET/TIPS Training) employed by or working at the direction of the Applicant and the Co-Liquor License Holders shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color-coded wristbands to the people entering the Outdoor Licensed Premises. Color-coded wristbands shall be provided to each person and worn by all persons who enter the Outdoor Licensed Premises and shall be used to designate minors and adults who enter the alcoholic beverage sales/consumption area. Two (2) Western Springs Police Officers will patrol the Outdoor Licensed Premises during the Special Events. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the two (2) Western Springs Police Officers who will work the Special Events.

(17) Reimbursement for Special Municipal Services. Beyond the two (2) Western Springs Police Officers, the Village reserves the right to charge the Applicant for special municipal services, such as police, fire, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "J" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which

are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

(18) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit ("TUP") for the Applicant to conduct the Special Events as set forth above in this Ordinance, including the Winter Wonderland Special Event, for which a liquor license is not being sought nor issued. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit "B"** and made a part hereof.

(19) License and Indemnification Agreement. The Applicant and the Co-Liquor License Holders shall execute a License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Hold A Special Event And/Or Operate A Beer And Wine Retail Sales Tent At Special Event prepared by the Village Attorney, obtain the required general liability insurance policy (minimum $2,000,000 coverage limits) plus an umbrella policy (minimum $1,000,000 coverage limits), and return the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Events. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents. A copy of the fully executed License and Indemnification Agreement is attached to this Ordinance as **Exhibit "C"** and made a part hereof.

SECTION 3. Repeal of Conflicting Legislation. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 4. Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State 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 the 27th day of April, 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

Published by me in pamphlet form on the 27th day of April, 2026.

_____
Edward Tymick, Village Clerk

ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR A CLASS "J" SPECIAL EVENTS LIQUOR LICENSE

I, the undersigned liquor license applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "J" Liquor License to the Western Springs Business Association, including each of the conditions set forth in Section 2 above. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Business Association for special municipal services, such as police, fire and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events, or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Western Springs Business Association fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "J" Liquor License, the Western Springs Business Association agrees to pay for such special municipal services provided by the Village of Western Springs which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Western Springs, and the Western Springs Business Association shall not object to the payment of such costs.

Western Springs Business Association / Liquor License Applicant

By: _____
Jeff Dulla, President or
Authorized WSBA Board Member

Date: _____, 2026

Group Exhibit "A"

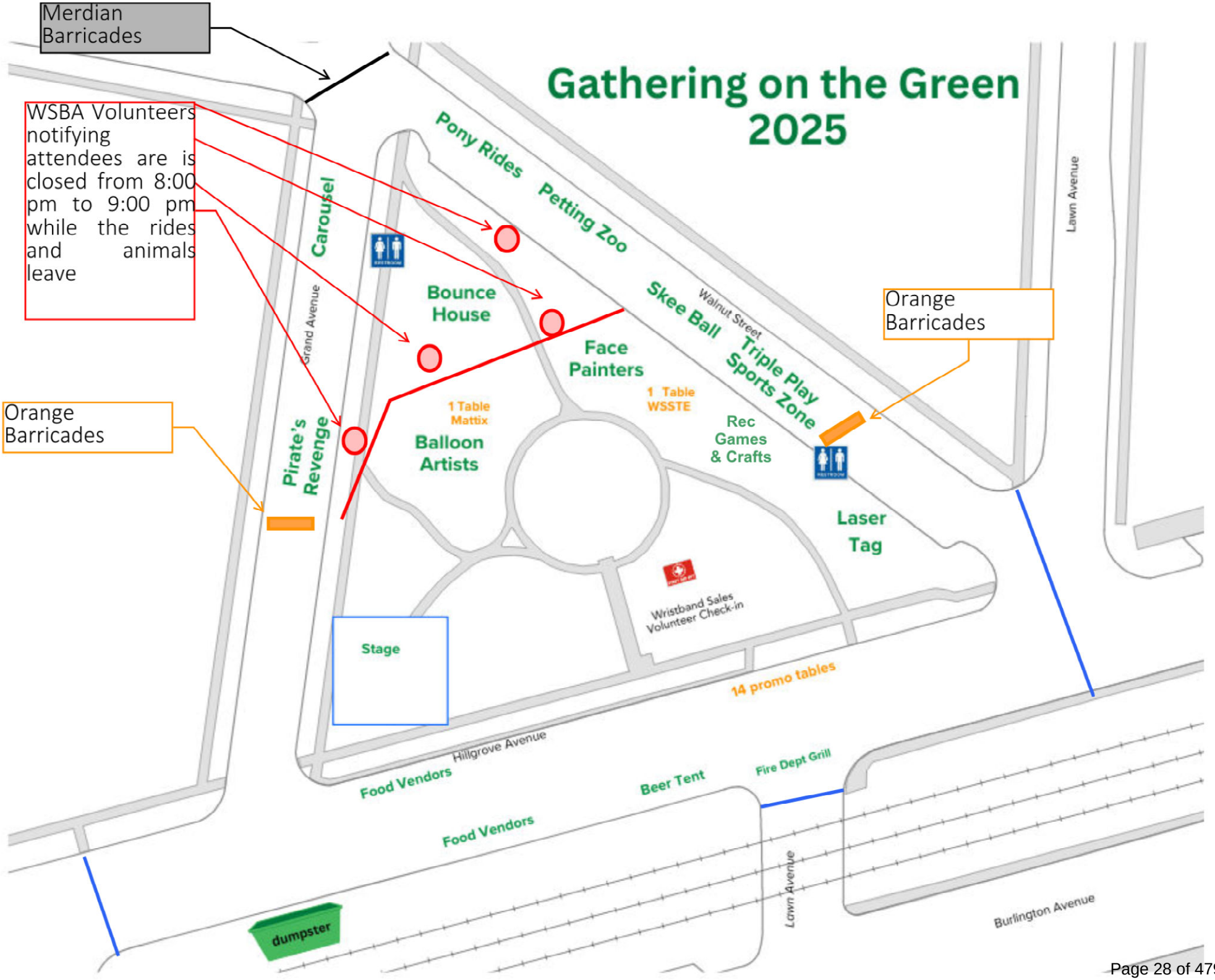
Liquor License Application/ Special Event Application,
which includes the Special Event Site Plans

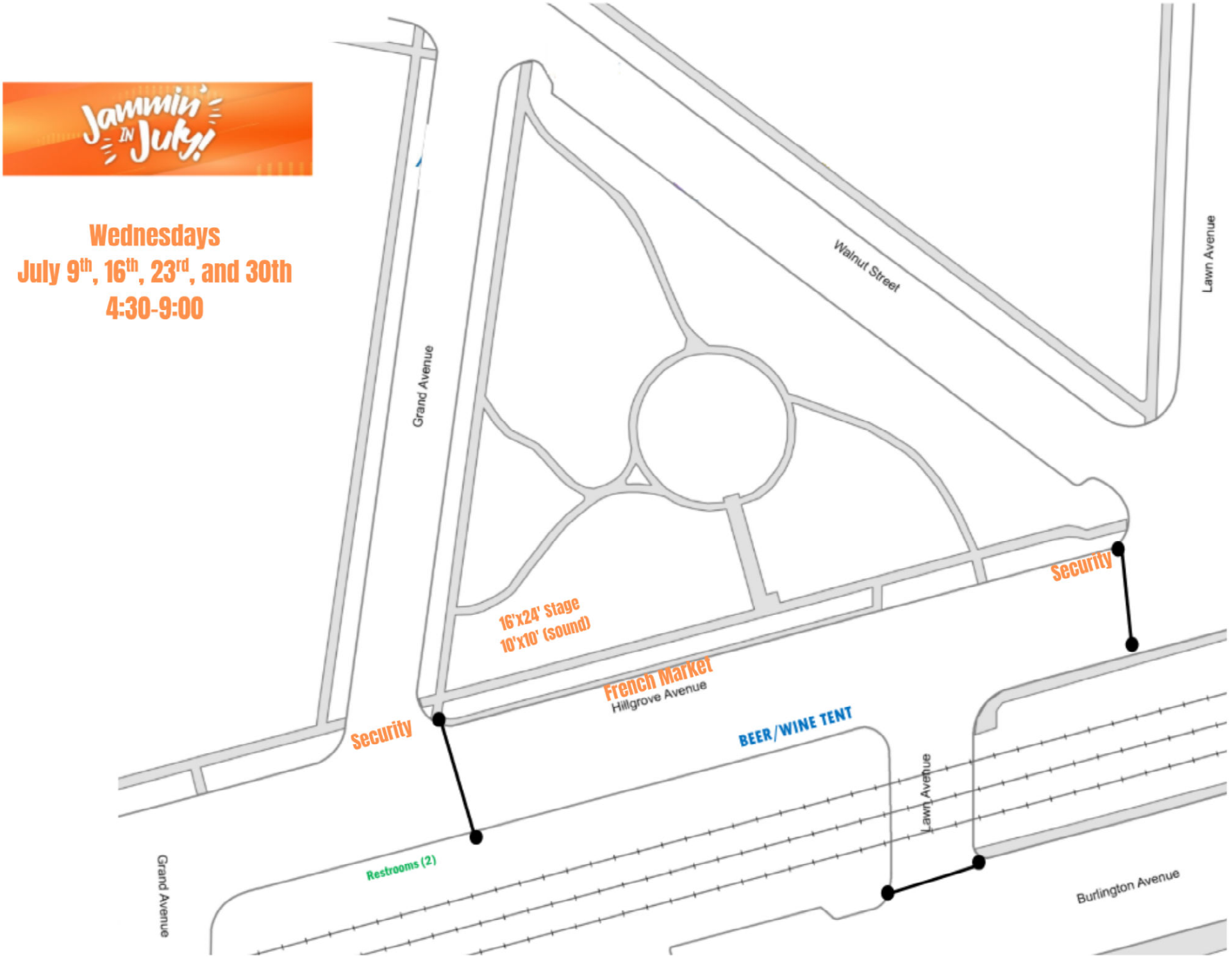
and

Barricade Maps

Site plans from 2025 provided for reference. Site plans for 2026 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)


Merdian Barricades
WSBA Volunteers notifying attendees are is closed from 8:00 pm to 9:00 pm while the rides and animals leave
Gathering on the Green 2025
Pony Rides
Petting Zoo
Carousel
Grand Avenue
Bounce House
Skee Ball
Walnut Street
Triple Play Sports Zone
Face Painters
1 Table Mattix
Balloon Artists
1 Table WSSTE
Rec Games & Crafts
Laser Tag
Orange Barricades
Orange Barricades
Pirate's Revenge
Lawn Avenue
Wristband Sales Volunteer Check-in
Stage
14 promo tables
Hillgrove Avenue
Food Vendors
Beer Tent
Fire Dept Grill
Food Vendors
Lawn Avenue
Burlington Avenue
dumpster


Jammin' IN July!
Wednesdays
July 9th, 16th, 23rd, and 30th
4:30-9:00
Walnut Street
Lawn Avenue
Grand Avenue
16'x24' Stage
10'x10' (sound)
Security
French Market
Hillgrove Avenue
Security
BEER/WINE TENT
Lawn Avenue
Restrooms (2)
Grand Avenue
Burlington Avenue

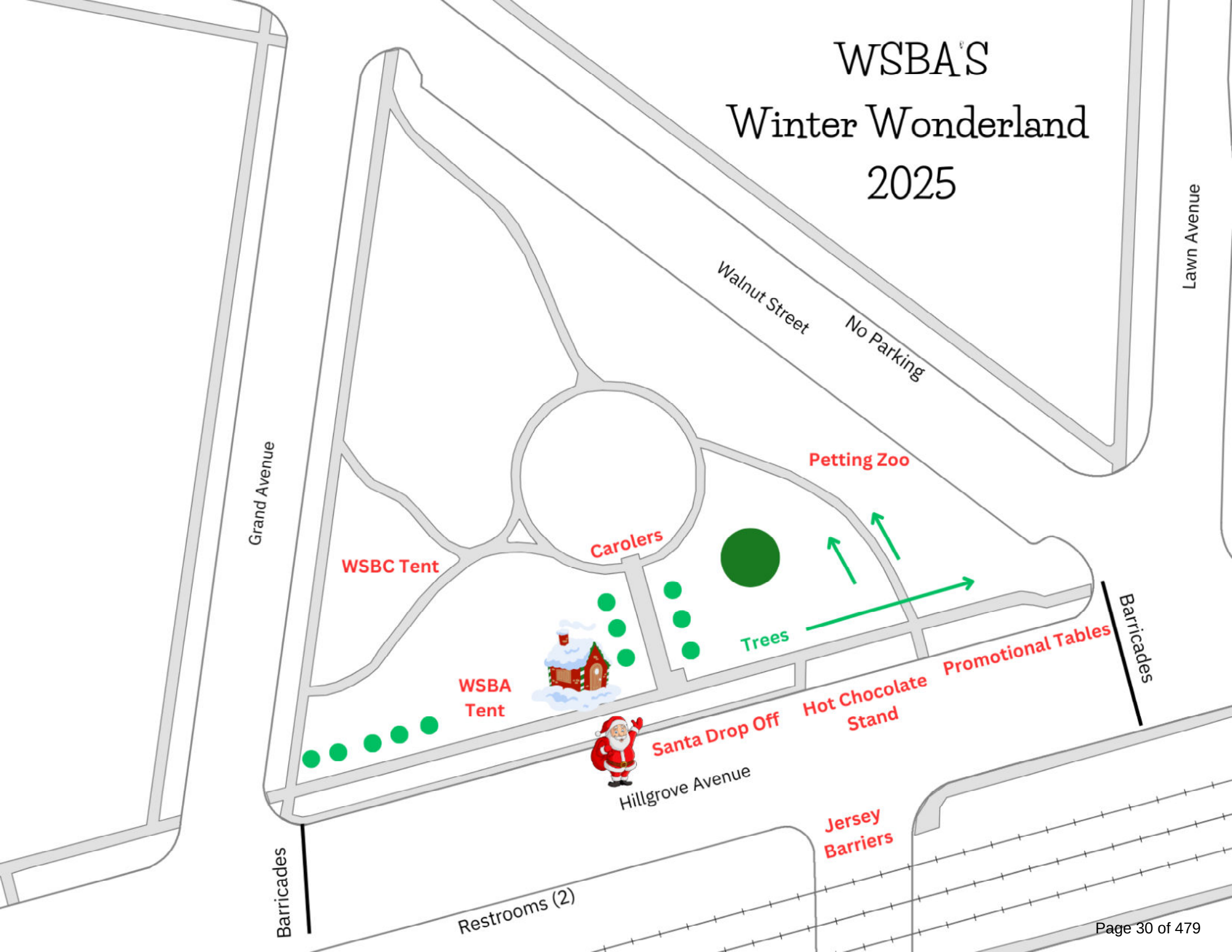

WSBA'S
Winter Wonderland
2025
Walnut Street
No Parking
Lawn Avenue
Grand Avenue
Petting Zoo
Carolers
WSBC Tent
Trees
Barricades
WSBA
Tent
Promotional Tables
Hot Chocolate
Stand
Santa Drop Off
Hillgrove Avenue
Jersey
Barriers
Barricades
Restrooms (2)

Exhibit "B"

Temporary Use Permit

(attached)

Exhibit "B" to
Class "J" (Special Events On Village Owned Property; Beer And Wine Only)
Liquor License Ordinance

VILLAGE OF WESTERN SPRINGS
Temporary Use Permit

Temporary Use Permit for:	**2026 Western Springs Business Association Special Events, as follows:** • **Gathering on the Green – Friday, June 26, 2026** • **Jammin' in July – Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, and July 22, 2026** • **Winter Wonderland – Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026**
Date of Village Board Approval:	**April 27, 2026**
Applicant/Permittee:	**Western Springs Business Association**
Location:	**Village Tower Green Area, and Hillgrove Avenue Between Lawn Avenue and Grand Avenue, and Portions of Grand Avenue, Lawn Avenue and Walnut Street Adjacent to the Village Tower Green Area**

At a Village of Western Springs Board Meeting held on April 27, 2026, the President and Board of Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to the Western Springs Business Association (the "WSBA") to allow the WSBA to operate the following Special Events (collectively the "2026 WSBA Special Events") to be held on the following dates, or such alternate dates and alternate hours, as approved by the Village President / Local Liquor Control Commissioner:

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026 **(Alcohol will be served as part of this Special Event).**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026 **(Alcohol will be served as part of this Special Event).**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026 **(No alcohol will be served as part of this Special Event).**

SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Events

Location: The Permittee's Narrative dated March 16, 2026, and its Site Plans are approved by the Village under this TUP. The Narrative and its Site Plans are attached hereto as **Group Exhibit "A"** and made a part hereof.

The Permittee shall locate, construct, maintain and operate the 2026 WSBA Special Events in accordance with the attached Narrative and Site Plans ("Outdoor Licensed Premises"), subject to the conditions set forth below.

Conditions:

1. **Co-Liquor License Holders:** The President and Board of Trustees authorize and approve the WSBA selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the 2026 WSBA Special Events that are authorized to sell and serve alcohol (collectively the "Co-Liquor License Holders"). Prior to the 2026 WSBA Special Events that are authorized to sell and serve alcohol, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

2. **Compliance with Code Regulations:** The Permittee shall locate, construct, maintain and operate the 2026 WSBA Special Events in accordance with applicable laws and regulations, including the provisions of the Western Springs Municipal Code.

3. **Noise; Music:** The noise from the operation of and patrons of the 2026 WSBA Special Events shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.

4. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present at each of the 2026 WSBA Special Events during the hours of operation of the 2026 WSBA Special Events.

Other Conditions that Apply to the 2026 WSBA Special Events:

1. **Notice to Residents: At least fifteen (15) calendar days** prior to the 2026 WSBA Special Events, the Permittee shall provide written notice of the final Village-approved Site Plans and the hours of operation for the 2026 WSBA Special Events to the property owners who live immediately adjacent to or across from the Village Tower Green Area.

   Notice shall be required on or before the following dates for the 2026 WSBA Special Events:

   A. Gathering on the Green: on or before June 5, 2026.

   B. Jammin' in July: on or before June 20, 2026.

   C. Winter Wonderland: on or before November 11, 2026.

   If it is necessary to conduct the 2026 WSBA Special Events on alternate dates or alternate hours, the Village President / Local Liquor Control Commissioner will select the alternate dates or alternate hours and then the WSBA shall hand deliver written notice of the final Village-approved 2026 WSBA Special Events Site Plan and the alternate dates and alternate hours of operation for the 2026 WSBA Special Events to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the 2026 WSBA Special Events.

2. **License and Indemnification Agreement and Insurance:** Prior to the execution of this TUP, the Permittees shall each execute and return to the Village a License and Indemnification Agreement on a Village-approved form and provide proof of insurance as required in the Agreement.

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plans may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Village-approved Site Plans that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.

4. **Reimbursement to Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2026 WSBA Special Events or to clean up and dispose of any debris, litter or waste caused by the 2026 WSBA Special Events, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2026 WSBA Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

5. **Liquor Sales and Consumption.** In conjunction with the WSBA, all Co-Liquor License Holders shall comply with the provisions of **Ordinance Number 26-_____,** which granted to WSBA a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale and outdoor consumption of beer and wine at the 2026 WSBA Special Events.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

By:_____
Heidi Rudolph
Village President

Date:_____, 2026

WESTERN SPRINGS BUSINESS ASSOCIATION

By:_____
Jeff Dulla
President / Authorized Agent

Date:_____, 2026

Date of Permit Issuance: _____, 2026

By: _____
Heather Valone
Director of Community Development

Group Exhibit "A"

Western Springs Business Association Narrative
dated March 16, 2026

and

Site Plans

(attached)

March 16, 2026

Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 26th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 8th, 15th, 22nd, and 29th from 5:00 pm to 9:00 pm

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2026 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2026 will be the 26th year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Family will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, this year a three-week concert series that was a huge hit since we started in 2022. This is a weeknight opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024 and 2025, however we are looking at adding some activities and some sort of food and drink options for 2026. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2026 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

Jeff Dulla
President
Western Springs Business Association
jdulla@uhloans.com
(312-)-520-0069

Exhibit "C"

License and Indemnification Agreement

(attached)

LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY TO CONDUCT SPECIAL EVENTS AND TO OPERATE A BEER AND WINE RETAIL SALES TENT AND ALCOHOLIC BEVERAGE SALES/CONSUMPTION AREA AT THE GATHERING ON THE GREEN, JAMMIN' IN JULY AND WINTER WONDERLAND SPECIAL EVENTS
[Western Springs Business Association for 2026 Special Events: Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]

This License and Indemnification Agreement ("Agreement") has been entered into this 27th day of April, 2026 by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor"), and the Western Springs Business Association, an Illinois not-for-profit corporation (the "WSBA" or "Special Events Applicant"), who is sponsoring several special events within the Village during calendar year 2026. The WSBA and the Village are collectively referred to at times as the "Parties" and individually as a "Party", in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the "Water Tower Green Area" and portions of the adjacent rights-of-way of Burlington Avenue, Hillgrove Avenue, Grand Avenue, Lawn Avenue and Walnut Street (the "Village ROW Area") in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Group Exhibit "A"** and made a part hereof (the "Licensed ROW Area"); and

WHEREAS, the WSBA operates a not-for-profit corporation promoting the growth of businesses in the Village. WSBA desires to use portions of the Licensed ROW Area, as shown on the attached Site Plans, for the purposes of conducting several special events and operating a beer and wine tent for the retail sale and service of beer and wine and outdoor possession and consumption of beer and wine in an alcoholic beverage sales/consumption area on the Licensed ROW Area only during the 2026 Gathering on the Green and Jammin' in July Special Events ("GG and JJ Special Events"). Alcohol will be served as part of the Winter Wonderland Special Event only on Saturday, December 5, 2026 ("WW Special Event"). The special events are to be held on the following dates during Village-approved hours (collectively, the "Special Events"):

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026. **(Alcohol will be served as part of the GG Special Event.)**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026; Wednesday, July 15, 2026; Wednesday, July 22, 2026. **(Alcohol will be served as part of the JJ Special Event.)**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026; Sunday, November 29, 2026; Saturday, December 5, 2026; and Sunday, December 6, 2026. **(No alcohol will be served as part of the WW Special Event.)**

The Special Events will be held during the hours set forth above and in Section 1 below. If requested, alternate dates and alternate hours may be approved by the Local Liquor Control Commissioner; and

WHEREAS, as in prior years, WSBA may decide to work with one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the "Co-Liquor License Holders"). Prior to the Special Events, any

such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the Special Events Applicant has applied to the Village for and received approval of a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to sell at retail and serve beer and wine on the Licensed ROW Area for the Special Events only, subject to certain conditions set forth in **Ordinance No. 26-_____** (Approval of the Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License) (the "Liquor License Ordinance"), attached hereto as **Exhibit "B"** and made a part hereof, and in this Agreement; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Special Events Applicant a license for the temporary use of the Licensed ROW Area to operate the Special Events and to maintain a beer and wine tent and alcoholic beverage sales/consumption area only during the Special Events, in accordance with the following terms and conditions:

1. Term and License Fee.

A. Date and Times: Provided that the Special Events Applicant and any Co-Liquor License Holders have executed this Agreement and returned it to the Village Manager prior to the Special Events, the Village authorizes the temporary, non-exclusive use of the Licensed ROW Area, as shown on the attached Site Plans, by the Special Events Applicant and any Co-Liquor License Holders to operate the Special Events and to operate a beer and wine tent and alcoholic beverage sales/consumption area on the following dates and hours (as appropriate, the "Special Events Dates"):

i. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 26, 2026 (Alcohol will be served as part of this Special Event).
ii. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026 (Alcohol will be served as part of this Special Event).
iii. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 28, 2026, Sunday, November 29, 2026, Saturday, December 5, 2026, and Sunday, December 6, 2026 (**No alcohol will be served as part of this Special Event**).

All sales and service of beer and wine and outdoor possession and consumption of beer and wine shall be limited to the "Outdoor Licensed Premises", as shown on the attached Site Plans, on the Special Event Dates. The **"last call" deadline** shall be thirty (30) minutes before the closing time of the Special Events. Consumption of beer and wine shall be limited to the Outdoor Licensed Premises during the Special Events Dates. The license fee shall be considered to be included in the payment of the required liquor license fee submitted by the Special Events Applicant to the Village for the Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License.

B. Setup and Removal: The Special Events Applicant and its employees and agents and any Co-Liquor License Holders and their employees and agents shall be allowed the use of the Licensed ROW Area, as shown on the attached Site Plans, during the **three-hour period immediately prior to the start of each Special Event, or as otherwise allowed by the Village Manager,** only for purposes of setting up the beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events, and shall immediately remove the beer and wine tent and alcoholic beverage sales/consumption area and the other structures required for the Special Events at the conclusion of the Special Events from the Licensed ROW Area. The temporary, non-exclusive license granted under this Agreement to **use the Licensed ROW Area for the Special Events and for a beer and wine tent and alcoholic beverage sales/consumption area terminates one (1) hour after the completion of each Special Event**. The removal of the beer and wine tent and the alcoholic beverage sales/consumption area and other structures required for the Special Events from the Licensed ROW Area shall be **completed by no later than one (1) hour after the conclusion of each Special Event. If any of the Special Events require a stage, the stage shall be removed prior to 11:00 A.M. the next day following the Special Event, or as allowed by the Village Manager.**

C. Termination. This Agreement shall terminate following the conclusion of the last Special Event Date, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Special Events Applicant and any Co-Liquor License Holders set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) below shall survive the termination of this Agreement, until those obligations are fully satisfied by the Special Events Applicant and any Co-Liquor License Holders.

2. Condition of Premises. By taking possession of the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders accept the Licensed ROW Area and the Outdoor Licensed Premises in the condition existing as of each of the Special Event Dates. The Special Events Applicant and any Co-Liquor License Holders acknowledge that they have inspected the Licensed ROW Area and the Outdoor Licensed Premises and acknowledge that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area and the Outdoor Licensed Premises. The Special Events Applicant and any Co-Liquor License Holders acknowledge that the Village has made no representations or promises to the Special Events Applicant and any Co-Liquor License Holders to alter, repave or otherwise improve the condition of the Licensed ROW Area and the Outdoor Licensed Premises.

3. Use. The Special Events Applicant and any Co-Liquor License Holders shall be permitted to the temporary, non-exclusive use of the Licensed ROW Area to operate the Special Events, and the Special Events Applicant and any Co-Liquor License Holders shall be permitted to maintain a beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events within the Outdoor Licensed Premises on each of the Special Event Dates during the hours authorized above in Section 1. The Special Events Applicant's and any Co-Liquor License Holders' use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, County, State and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area and the Outdoor Licensed Premises, including the Liquor License Ordinance.

4. Care and Maintenance of Premises. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense and at all times, be responsible for maintaining the Licensed ROW Area and the Outdoor Licensed Premises in good condition, and free from litter and other debris generated by the Special Events. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense, hire personnel to clean up all litter and debris from patrons and attendees of the Special Events, to wash the Licensed ROW Area and the Outdoor Licensed Premises in order to remove any food or drink residue, and to repair or replace any damaged public property caused during the Special Events.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Special Events Applicant and any Co-Liquor License Holders, at their own expense, shall return and restore the Licensed ROW Area and the Outdoor Licensed Premises to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct the Special Events Applicant and any Co-Liquor License Holders to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area and the Outdoor Licensed Premises to its previous condition.

6. Compliance with Laws. The Special Events Applicant's and any Co-Liquor License Holders' use of the Licensed ROW Area and the Outdoor Licensed Premises is contingent upon their continuing compliance with all State, County and local regulations relative to the operation of the beer and wine tent(s) for the retail sale and service of beer and wine and the alcoholic beverage sales/consumption area(s) and other structures required for the Special Events, including, but not limited to:

A. Compliance with all State, County and local laws and regulations pertaining to the serving of beer and wine.
B. Compliance with the provisions of the Liquor License Ordinance (**Exhibit "B"**), including the "Special Events Site Plan" approved therein.
C. Compliance with all State, County and Village health code regulations.
D. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code.

7. Interference With Access. The Special Events Applicant and any Co-Liquor License Holders represent and warrant that its/their use of the Licensed ROW Area and the Outdoor Licensed Premises shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Special Events Applicant and any Co-Liquor License Holders shall maintain within the Licensed ROW Area and the Outdoor Licensed Premises adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles within the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area and the Outdoor Licensed Premises or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or sub-letted by the Special Events Applicant and any Co-Liquor License Holders without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the Special Events Applicant's and any Co-Liquor License Holder's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area and the Outdoor Licensed Premises at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Special Events.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree as follows:

A. **Hold Harmless and Indemnification**. The Special Events Applicant and any Co-Liquor License Holders agree to protect, indemnify, save and hold forever harmless the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Special Events Applicant and any Co-Liquor License Holders and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Special Events and any activities associated with the Special Events, including but not limited to the retail sale, service and consumption of alcohol as part of the Special Events.

B. **Risk Of Injury.** The Special Events Applicant and any Co-Liquor License Holders assume the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

C. **Waiver Of Claims.** The Special Events Applicant and any Co-Liquor License Holders agree to waive and relinquish any and all claims or causes of action of any kind that they or their officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

D. **Release From Liability.** The Special Events Applicant and any Co-Liquor License Holders fully release and discharge the Village and the Village Affiliates from any and all claims or causes of action of any kind, including, but not limited to, illness, injury, death, damages or losses which the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

11. Insurance. During the term of this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to have the Village and the Village Affiliates expressly named as additional insureds

on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Special Events as noted below. The Special Events Applicant and any Co-Liquor License Holders shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

A. Comprehensive General Liability ($1,000,000.00 per occurrence and $2,000,000.00 in aggregate).
B. Umbrella Coverage ($1,000,000.00 per occurrence and $1,000,000.00 in aggregate).
C. Workers' Compensation – Statutory (The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage).
D. Dram Shop - Statutory (or at least $1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code). **(The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage for the Special Events only.)**

The Special Events Applicant and any Co-Liquor License Holders shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit "C"** and made a part hereof. The Special Events Applicant and any Co-Liquor License Holders shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Special Events Applicant and any Co-Liquor License Holders shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Special Events Applicant's and any Co-Liquor License Holder's policy or policies of insurance shall specifically recognize and cover the Special Events Applicant's and any Co-Liquor License Holder's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Special Events Applicant and any Co-Liquor License Holders shall be primary and exclusive for these Special Events. The Village's insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall not contribute to or be available for use in any claims since the Village is not serving any alcohol nor is it an employer of any of employees of the Special Events Applicant and any Co-Liquor License Holders.

All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village."

In the event of the cancellation of any insurance policy required herein, or upon the Special Events Applicant's and any Co-Liquor License Holders' failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Special Events Applicant and any Co-Liquor License Holders shall be primary to the Village's own insurance.

12. Alterations. The Special Events Applicant and any Co-Liquor License Holders shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area and the Outdoor Licensed Premises, which consent may be withheld in the Village's sole discretion. All alterations and additions to the Licensed ROW Area and the Outdoor Licensed Premises, whether temporary or permanent in character and whether made or paid for by the Special

Events Applicant or any Co-Liquor License Holders or the Village, shall, without compensation to Special Events Applicant and any Co-Liquor License Holders, become the Village's property upon installation on the Licensed ROW Area or the Outdoor Licensed Premises and shall, unless the Village requests its/their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Special Events Applicant and any Co-Liquor License Holders shall pay for all alteration work. Upon completion of all alteration work, the Special Events Applicant and any Co-Liquor License Holders shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Special Events Applicant and any Co-Liquor License Holders shall not permit any mechanics lien to be filed against the Licensed ROW Area and the Outdoor Licensed Premises, and they agree to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection with the Village's involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Special Events Applicant and any Co-Liquor License Holders and its/their agents that, if the Special Events Applicant and any Co-Liquor License Holders perform any alterations to the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area and the Outdoor Licensed Premises to the full extent possible under the provisions of this Section 10 and Section 12 below.

The Special Events Applicant and any Co-Liquor License Holders shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Special Events Applicant and any Co-Liquor License Holders or occurrences shall constitute an "Event of Default":

A. Failure or refusal by the Special Events Applicant and any Co-Liquor License Holders to comply with any of its/their obligations set forth in this Agreement; or

B. The entry of a decree or order for relief by a court having jurisdiction over the Special Events Applicant and any Co-Liquor License Holders in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of the Special Events Applicant's and any Co-Liquor License Holders' obligations hereunder; or

C. The commencement by the Special Events Applicant and any Co-Liquor License Holders of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or

D. Cancellation of the Special Events without a rescheduled date.

14. Village's Remedies on Default. If the Special Events Applicant and any Co-Liquor License Holders default in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Events of Default, the Village shall give the Special Events Applicant and any Co-Liquor License Holders written or verbal notice of such default; and if the Special Events Applicant and any Co-Liquor License Holders do not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Special Events Applicant and any Co-Liquor License Holders shall promptly remove their personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area and the Outdoor Licensed Premises.

15. Non-Waiver. Failure by the Special Events Applicant and any Co-Liquor License Holders or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Special Events Applicant and any Co-Liquor License Holders and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area or the Outdoor Licensed Premises, or because of any act, which may arise out of the possession of the Licensed ROW Area or the Outdoor Licensed Premises, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for any subsequent special event(s).

18. Notices. Any notice which any Party may or is required to give shall be given by hand delivery or mailing the same, by United States Certified Mail, postage prepaid, to the Special Events Applicant and any Co-Liquor License Holders at their current business address or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Special Events Applicant and any Co-Liquor License Holders. The Special Events Applicant and any Co-Liquor License Holders agree that, in the event the Village exercises its right to terminate this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to restore the Licensed ROW Area and the Outdoor Licensed Premises to its condition as of

the Special Event Dates, as required by Section 5 above. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

21. Venue. 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. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

22. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Special Events Applicant and any Co-Liquor License Holders or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible as evidence in any action in which the terms of this Agreement are sought to be enforced.

23. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

24. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties below have executed this Agreement on behalf of the Village of Western Springs and the Western Springs Business Association.

VILLAGE OF WESTERN SPRINGS	**WESTERN SPRINGS BUSINESS ASSOCIATION**
By: _____	By: _____
Heidi Rudolph, Village President	Jeff Dulla , President
Date: April 27, 2026.	Date:_____, 2026.

NOTE: The Acknowledgement and Signature Pages to this Agreement for each Co-Liquor License Holder of a Class "J" Special Events Liquor License shall be attached to this Agreement following this page and shall be incorporated into this Agreement by reference.

Acknowledgement and Signature Page
for the Co-Liquor License Holder
of a Class "J" Special Events Liquor License
to the License And Indemnification Agreement
for Temporary Use of A Public Right-Of-Way
to Conduct Special Events and to Operate A Beer And Wine Retail Sales Tent
And Alcoholic Beverage Sales/Consumption Area at
the Gathering on the Green and Jammin' in July and Winter Wonderland Special Events

[Western Springs Business Association for 2026 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]

I, the undersigned Co-Liquor License Holder, agree to comply with and fulfill each and every term, condition and obligation set forth above in the attached License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Conduct Special Events and To Operate A Beer And Wine Retail Sales Tent And Alcoholic Beverage Sales/Consumption Area At the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events and the Village Ordinance granting a Class "J" Liquor License to the Western Springs Business Association for the 2026 Special Events.

NAME: _____d/b/a _____

By:_____
Jeff Dulla
President / Authorized Officer

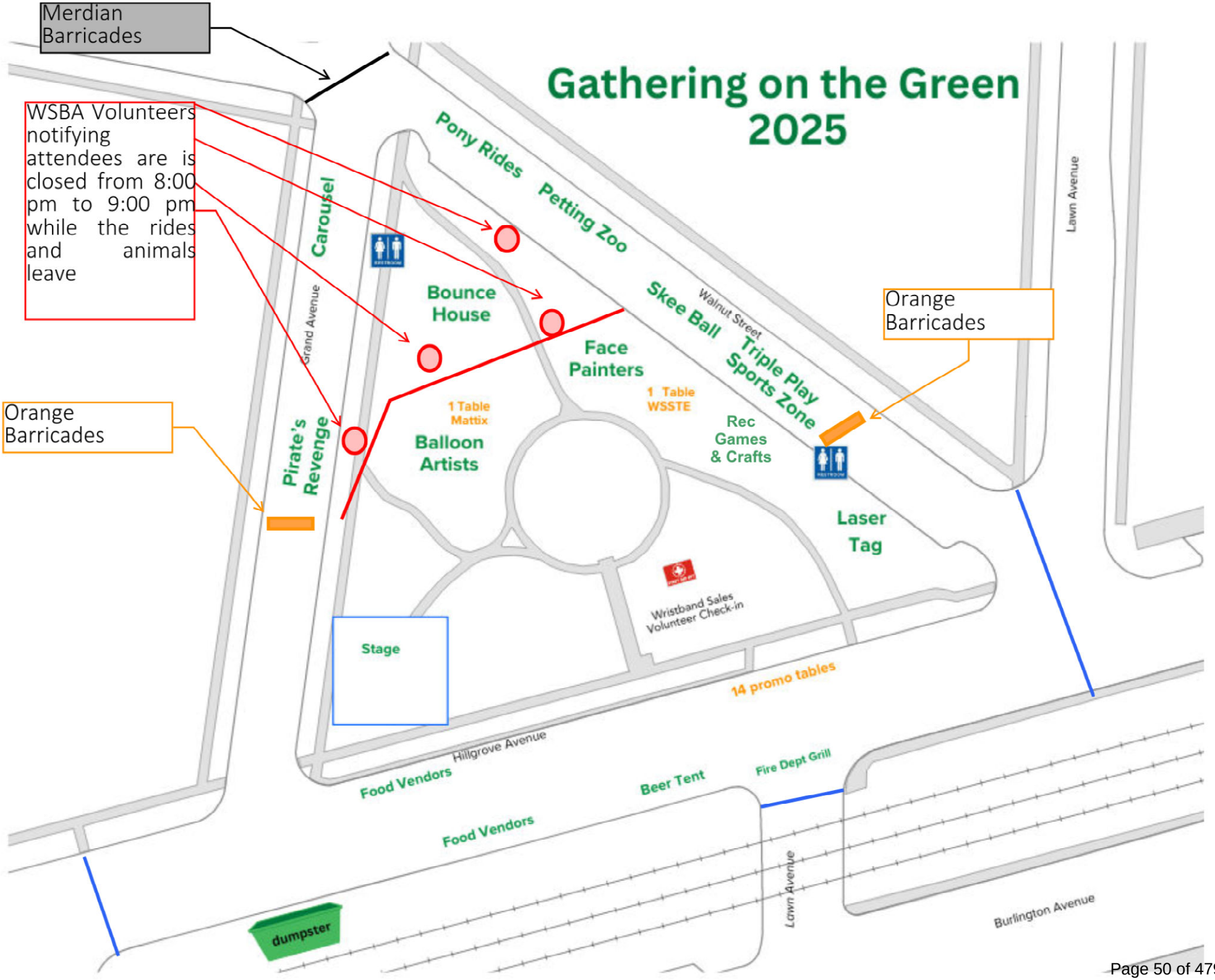
Date:_____, 2026

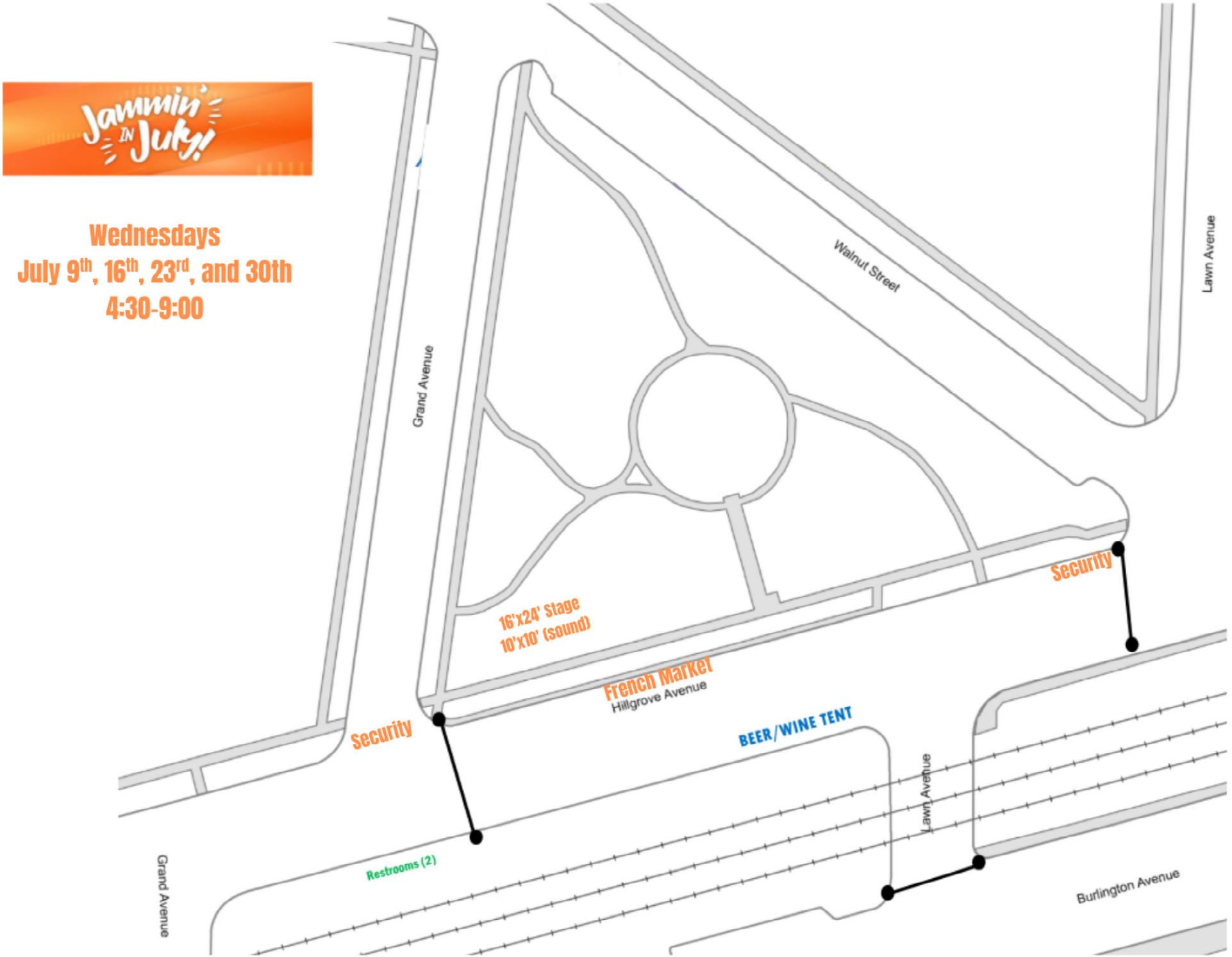
Group Exhibit "A"

Site Plans of Licensed ROW Area to be used for the Special Events

Site plans from 2025 provided for reference. Site plans for 2026 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)


Merdian Barricades
WSBA Volunteers notifying attendees are is closed from 8:00 pm to 9:00 pm while the rides and animals leave
Orange Barricades
Orange Barricades
Gathering on the Green 2025
Pony Rides
Petting Zoo
Carousel
Grand Avenue
Bounce House
Skee Ball
Walnut Street
Triple Play Sports Zone
Face Painters
1 Table Mattix
Balloon Artists
1 Table WSSTE
Rec Games & Crafts
Pirate's Revenge
Laser Tag
Lawn Avenue
Wristband Sales Volunteer Check-in
Stage
14 promo tables
Hillgrove Avenue
Food Vendors
Beer Tent
Fire Dept Grill
Food Vendors
Lawn Avenue
Burlington Avenue
dumpster


Jammin' IN July!
Wednesdays
July 9th, 16th, 23rd, and 30th
4:30-9:00
Walnut Street
Lawn Avenue
Grand Avenue
16'x24' Stage
10'x10' (sound)
Security
French Market
Hillgrove Avenue
Security
BEER/WINE TENT
Lawn Avenue
Restrooms (2)
Grand Avenue
Burlington Avenue

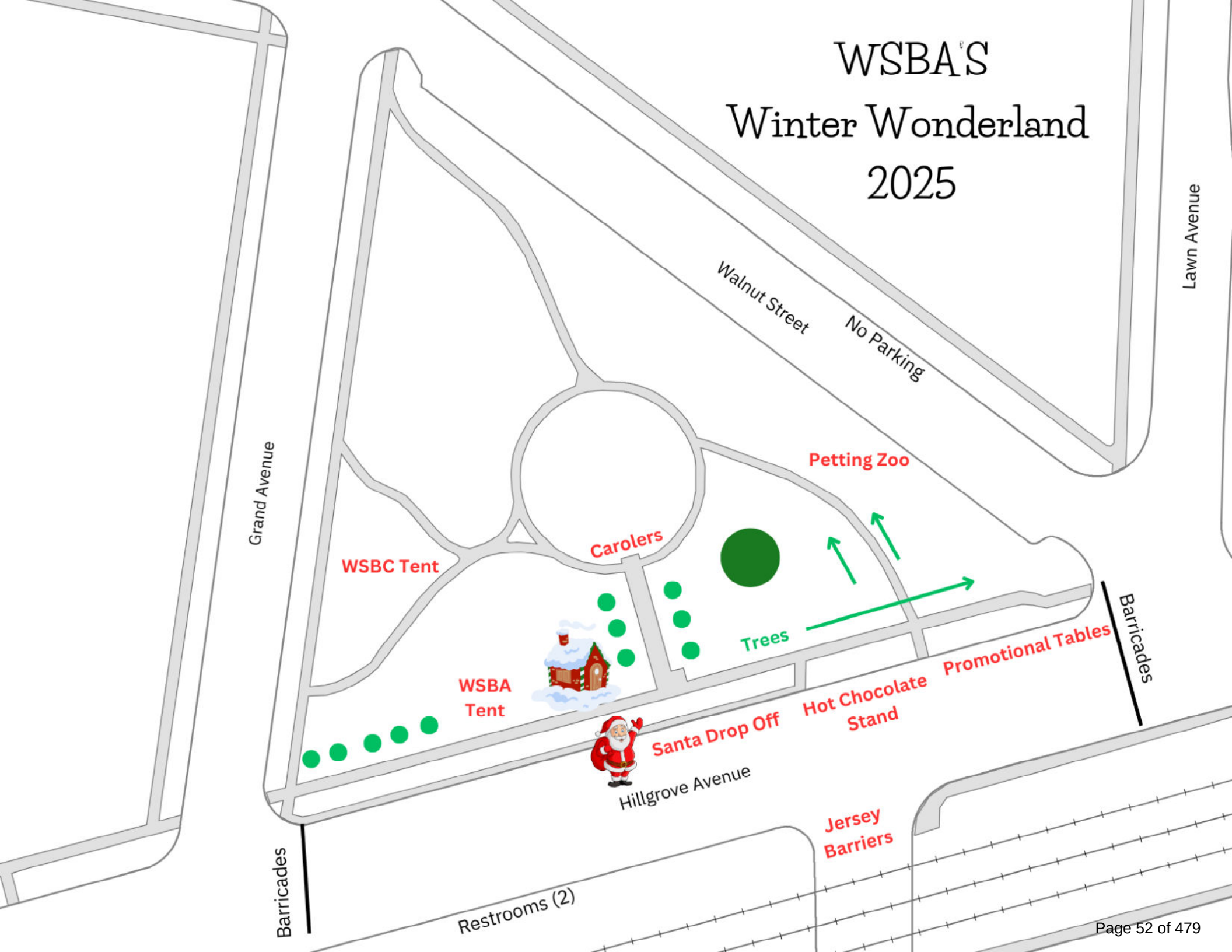

WSBA'S
Winter Wonderland
2025
Walnut Street
No Parking
Lawn Avenue
Grand Avenue
Petting Zoo
Carolers
WSBC Tent
Trees
Barricades
WSBA
Tent
Promotional Tables
Hot Chocolate
Stand
Santa Drop Off
Hillgrove Avenue
Jersey
Barriers
Barricades
Restrooms (2)

Exhibit "B"

Ordinance No. _____

Approval of the Class "J"
(Special Events On Village Owned Property; Beer and Wine Only)
Liquor License

(attached)

Exhibit "C"

Insurance Certificates

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 26-_____

AN ORDINANCE APPROVING THE CREATION OF A CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2026 GATHERING ON THE GREEN, JAMMIN' IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 26, 2026; Jammin' in July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, and Wednesday, July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of April, 2026.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Western Springs was taken by Ayes and Nays and recorded in the minutes 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 Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same, and that it has been published by me in pamphlet form on the date set forth below.

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

_____

[SEAL] Edward Tymick, Village Clerk

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 8.B.

To: Board of Trustees
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: [Previously discussed] License Agreement for the use of Right-of-Way between the Village of Western Springs and MCI Metro Access Transmission Services LLC (Omnibus Item)

Recommendation

A License Agreement with MCImetro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) was discussed at the April 13, 2026 General Government Committee meeting an recommended for approval.

Summary

The proposed License Agreement between the Village of Western Springs and MCImetro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) renews and replaces the now-expired right-of-way use agreement originally held by WideOpenWest (WOW), whose network assets Verizon acquired in 2017. Under the Agreement, the Village grants the Company a non-exclusive, revocable license to install, operate, maintain, and replace its privately owned fiber-optic cable system within designated public rights-of-way, as shown in Exhibit A.

The Agreement establishes a ten-year initial term, with the option for successive extensions of up to ten years each, subject to mutual approval and compliance. It includes standard provisions related to relocation responsibilities, emergency maintenance access, insurance requirements, indemnification, abandonment, interruptions of service, assignment, termination, and compliance with all applicable regulations. The Company is not required to pay additional fees to the Village so long as it maintains its status as a Telecommunications Retailer under state law and continues to pay required State-administered telecommunications taxes.

Overall, the Agreement formalizes the continued use of Village right-of-way by Verizon for its existing and future fiber infrastructure, while preserving Village oversight through permitting, construction standards, relocation authority, and legal protections. Upon execution, it supersedes previous agreements with WOW or other entities regarding fiber infrastructure in the Village.

Financial Impact

N/A

Recommended Motion

I move to approve a License Agreement with MCImetro Access Transmission Services LLC (d/b/a Verizon Access Transmission Services) for a ten-year initial term, with the option for successive extensions of up to ten years each to install, operate, maintain, and replace its privately owned fiber-optic cable system within designated public rights-of-way within the Village of Western Springs

Strategic Plan Alignment

N/A

File Attachments

1. IL-Village of Western Springs - DRAFT License Agreement 12-10-2025 AMS COMMENT VERSION-JBD Comments 3-10-26
2. IL-Western Springs - MCImetro - Exhibit A
3. Resolution No. 26-____ re Approving the Renewal of Right of Way Use License and Fiber Op(2116630.1)

LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY
BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC

THIS AGREEMENT is made this ___th day of _____ 2026, by and between **MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services**, a Delaware limited liability company, with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Company" or "MCImetro"), and the **Village of Western Springs,** an Illinois municipal corporation ("Village"). The Village and the Company shall be referred to as the "Parties," and individually as a "Party."

RECITALS

1. Company has been certified by the Illinois Commerce Commission pursuant to Section 13-404 to provide and resell, intrastate and interstate telecommunication services within the State of Illinois and pursuant to Section 13-405 of the Public Utilities Act authorized to provide facilities-based local exchange telecommunications services within the State of Illinois, pursuant to Illinois Commerce Commission Order entered on November 22, 2005.
2. Company is registered with Illinois Department of Revenue and operates as a "Telecommunications Retailer" under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10).
3. On December 14, 2017, Company purchased from WideOpenWest Illinois, LLC ("WOW") certain assets, including a fiber-optic communications network serving portions of the greater Chicago market and thereby became the successor-in-interest to an existing (now expired) license agreement, dated November 9, 2015 (and as addended), with respect to the communications network serving the Village. This License Agreement shall replace the now expired WOW agreement that covers said network.
4. Company desires a license to place, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the " Fiber Optic Cable System") both underground and on existing utility poles within the Approved ROW Locations, within public rights of way of the Village, as depicted and described in **"Exhibit A,"** attached hereto and made a part hereof.
5. Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time.
6. Company agrees to apply for and abide by all appropriate permits and standards to install fiber optic cable, facilities and equipment within public rights of way in the Village.
7. Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Company for the Fiber Optic Cable System as provided in this Agreement.
8. Village desires to grant Company the right to install, construct, operate, maintain, and replace a communications network in public rights-of-way under the terms and conditions of this Agreement.
9. Village hereby acknowledges Company's completion and donation of the MAN Improvements set forth in Section 5 of the Parties' previous Agreement. Village agrees to provide at least a thirty (30) days' written notification to LICENSEE before it schedules maintenance to the MAN Improvements and consults LICENSEE before any maintenance is undertaken on the fiber strands or conduits.

NOW, THEREFORE, in consideration of the promises of each of the parties to the other and the covenants contained herein, it is agreed as follows:

1. **Recitals.** The recitals are a material part of this Agreement and are incorporated herein by reference.
2. **Grant of Right of Way Use License.** For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Company a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Fiber Optic Cable System in the Approved ROW

DRAFT

Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

In further consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Company, at its sole cost, to install additional facilities, operate, maintain, and replace fiber optic cables within the Approved ROW Locations to construct, install, operate, maintain, and replace for its Fiber Optic Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass.

Commented [DJB1]: We cannot agree to this deletion. Of course, we would agree to all permit and inspection requirements and any such additional installation would be subject to the approval of such permits.

Additionally, this was allowed under the original agreement with WOW.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Company may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Company must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

Provided that Company complies with all Federal, State and Village statues, codes, rules and regulations, Village grants to the Company, its successors, and assigns the non-exclusive right to install, maintain, extend, sell, lease and operate a fiber optic communications network within, over or under the public rights-of-way of the Village, including the existing fiber optic communications network shown in **"Exhibit A."**

3. **Construction and Maintenance.**

   a. Prior to the placement of a fiber optic cable in the public rights-of-way, Company shall provide plans and specifications for the placement to the Village. For fourteen (14) calendar days after submission, these plans and specifications shall be subject to review by the Village after which time they will be deemed accepted unless Village provides Company a detailed written explanation for denial.

   b. Company agrees to obtain all applicable permits for work in the Village rights-of-way prior to commencing any work. As provided under State law, Village shall not require any fees for obtaining such permits. Company shall provide any necessary or required traffic control at its expense.

   c. Company agrees to comply with appropriate requirements to install JULIE locates on its fiber optic cable.

   d. Company will make reasonable commercial efforts not to interfere with pre-existing, marked or located uses of the public rights of way.

   e. Subject to appropriate weather conditions, within thirty (30) calendar days after completing placement or repairs to Company's fiber optic cable, facilities and equipment, Company, at its sole cost and expense, shall return the right of way to a condition reasonable equivalent to that which existed prior to commencing the placement or repairs.

   f. Segments 6 and 9 of the existing MAN improvements shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to same to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace such segments.

4. **Fees.** Company shall not be required to pay any additional fees to the Village under this Agreement, including for site specific permits and/or permit/engineering reviews, so long as: 1) Company maintains its status as a Telecommunications Retailer pursuant to the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/); and 2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois.

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5. **Term.** This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Company is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

6. **Representations and Warranties by the Company.** The Company represents and warrants to the Village that:

   a. Company has and will maintain all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the communications service; and
   b. Work to be performed by the Company pursuant to this Agreement will be performed in a good and workmanlike manner, consistent with any Permit specifications and Village standards, and applicable regulations.

7. **No Lease or Easement.** Except as provided herein, Company agrees that this Agreement will not grant to Company any real property interest in the Village's public rights-of-way.

8. **Relocation.** From time to time, the Village may request Company to relocate its fiber optic cable and associated equipment and facilities to accommodate the Village projects for the benefit of the public good or emergencies. In such instances, Company shall promptly relocate its fiber optic cable, equipment and facilities at its sole cost and expense. However, if a relocation is requested or required due to the needs or actions of a third party or non-governmental use, the third party shall reimburse Company for all of its incurred costs and expenses for the relocation. Nothing in this Agreement is intended to abrogate or waive any right to reimbursement that Company may have under applicable law or the terms of and public project funding grant.

9. **Abandonment.** In the event the Village abandons, closes or discontinues its use of the right-of-way within which Company has placed its communications network, the Village will reserve for the benefit of Company an easement that contains rights and uses equivalent to those contained in this Agreement.

10. **Interruptions.** The Village shall not be liable to the Company or its customers for any interruption of service to the Company or interference with the facilities arising in any manner relating to the Village's lawful operations within the right-of-way.

11. **Indemnification**. Company agrees to defend the Village against all third-party claims arising from Company's negligent acts or omissions related to its construction, operation, or maintenance of its fiber optic cable and related facilities and equipment located in the right of way and indemnify and hold the Village, its officers, boards and employees harmless from all damages awarded by a court of competent jurisdiction or agreed to as part of a settlement for such claims. Notwithstanding any provision of this section to the contrary, Company shall not be obligated to indemnify, defend or hold the Village harmless to the extent any claim arises out of or in connection with the gross negligence or intentional misconduct of the Village, its officers, boards or employees.

12. **Assignment.** Except to an affiliate of Company, Company shall not assign any rights or obligation contained in this Agreement or the Agreement itself without the prior written consent of the Village, which shall not be unreasonably withheld or delayed.

13. **Termination.** Village may terminate this agreement and all rights granted herein if Company materially breaches any of the terms of this agreement and fails to cure the breach within forty-five (45) calendar days after receiving a detailed notice of the breach from Village. In the event that it is impracticable to cure the breach in the time frame prescribed above, the parties will work in good faith to establish a reasonable cure period.

Commented [AS2]: We do not believe we have the ability to bind third parties

Commented [DJB3R2]: The Village is not binding any third party with this clause. This is merely stating that if a 3rd party (not the village) asks us to relocate our facilities (i.e. they are putting in a new driveway and require us to move a hand hole—or something to that effect) such 3rd party would have to pay Verizon the cost of the relocation to accommodate their request.

Commented [DJB4R2]:

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14. **Insurance.** The Company shall maintain Commercial General Liability insurance for bodily injury (including death) and for property damage in the amount of $1 million per occurrence and $2 million in the aggregate; in full force and effect, at its own cost and expense, during the term of this Agreement. The Village shall be designated as an additional insured under this policy. Upon request, Company will provide a Certificate of Insurance showing evidence of the coverage listed above. Upon receipt of notice from its insurer(s), Company shall use reasonable commercial efforts to provide thirty (30) days prior notice of cancellation to the Village.

15. **Notices.** All notices herein provided for shall be in writing, sent prepaid registered U.S. Mail or via commercial courier, and addressed to the parties as follows:

To the Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558
Phone: (708) 246-1800
Fax: (708) 246-0284

with copy to:
Anne Skrodzki
Klein, Thorpe & Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, IL 60559
Phone: (312) 984-6400
Fax: (312) 984-6444

To the Company:

Verizon Business Services
Attn.: Franchise Manager
600 Hidden Ridge
Irving, TX 75038

with copy (except for invoices) to:
Verizon Legal Department
Attn. Network Legal Team
1300 I street, N.W., 5th Floor
Washington DC 20005

Invoices:

Verizon
Attn: Contract Administrator
6929 N. Lakewood Ave. MD 5.3-4009
Tulsa, OK. 74117

Company 24 hr. Emergency Phone Number:

1-800-MCI-WORK

Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

16. **Severability**. If any provision of this Agreement is held invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.

17. **Amendment and Waiver.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce the provision in the future.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions. Venue and jurisdiction for any and all

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disputes related in any manner to this Agreement shall be in the federal and state courts with jurisdiction over the Village.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same instrument.
20. **Existing Contract or Agreements.** Any existing agreements between the parties (including WOW), whether written or oral, covering the use of the Village's Public Ways are by mutual consent, hereby abrogated and annulled.
21. **Entire Agreement.** This Agreement contains the entire agreement for the use of Village rights-of-way by Company and supersedes and replaces all prior negotiations, discussions, agreements, or statements whether written or oral.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Company have signed this Agreement on the _____day of _____, 2026.

VILLAGE OF WESTERN SPRINGS,
an Illinois Municipal Corporation

BY: _____
Heidi Rudolph, Village President

WITNESS: _____
Jill Izzo, Deputy Village Clerk

MCIMETRO ACCESS TRANSMISSION SERVICES LLC,
d/b/a Verizon Access Transmission Services,
a Delaware Limited Liability Company

BY: _____
Dina Dye,
Assoc. Director – Network Regulatory/Real Estate

Date: _____

WITNESS: _____
J. Bradley Duhe,
Sr. Consultant – Municipal Franchising & Right-of-Way

Date: _____

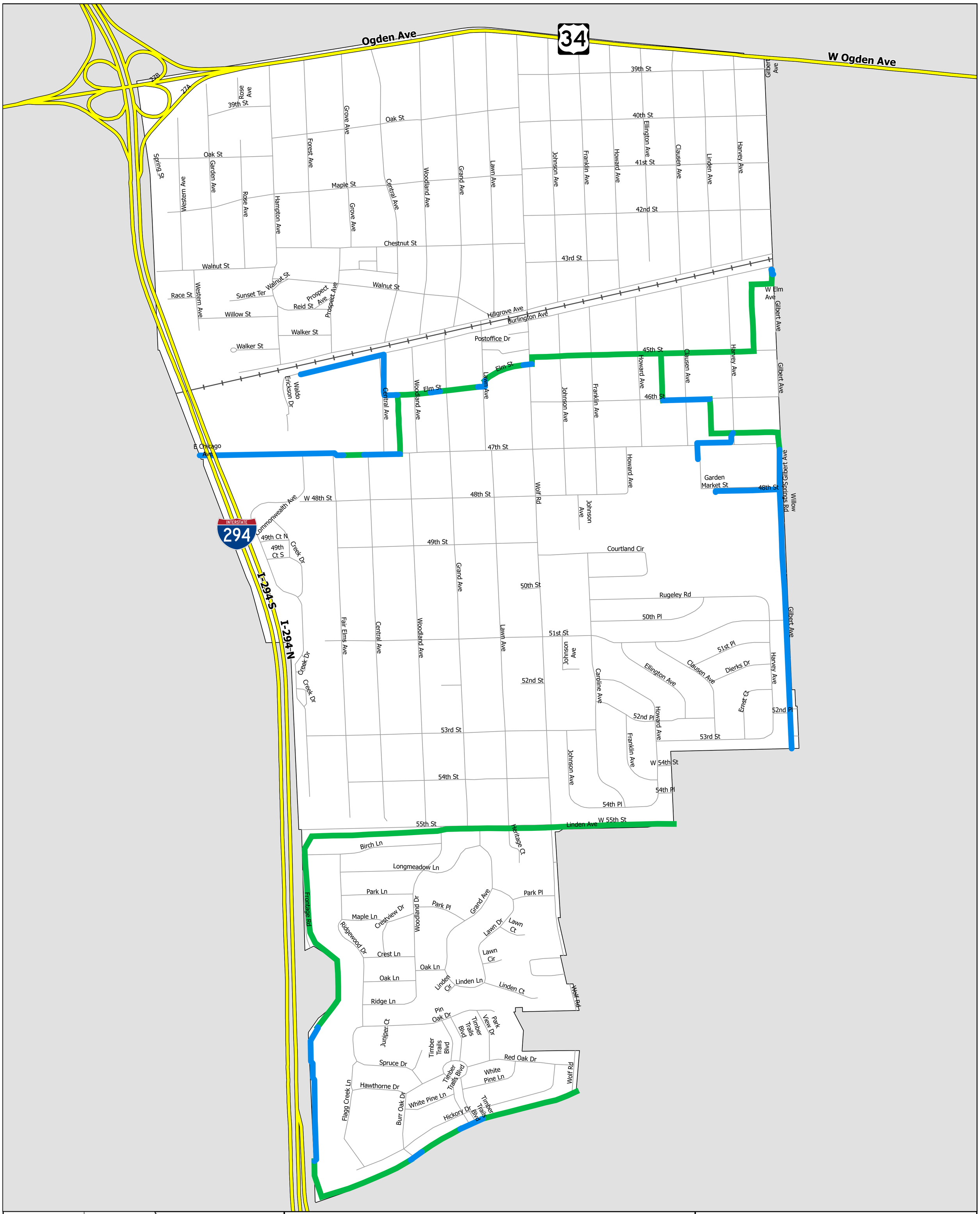
DRAFT

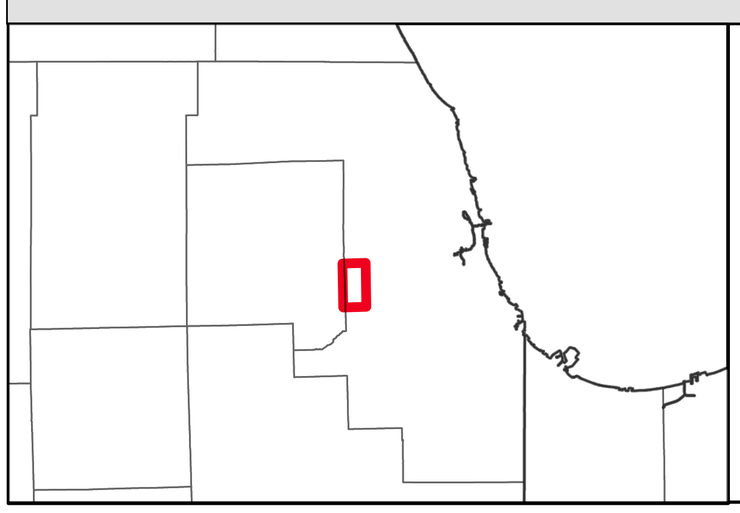
EXHIBIT A

Map of Fiber Optic Network

DRAFT

MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services
Existing Fiber Routes
Village of Western Springs, IL





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Data Source: VZB
Projection: GCS_WGS_1984
Map Created: 3/18/2026
Map Created By: Steven Chun

Buried 12,594 Linear Ft.

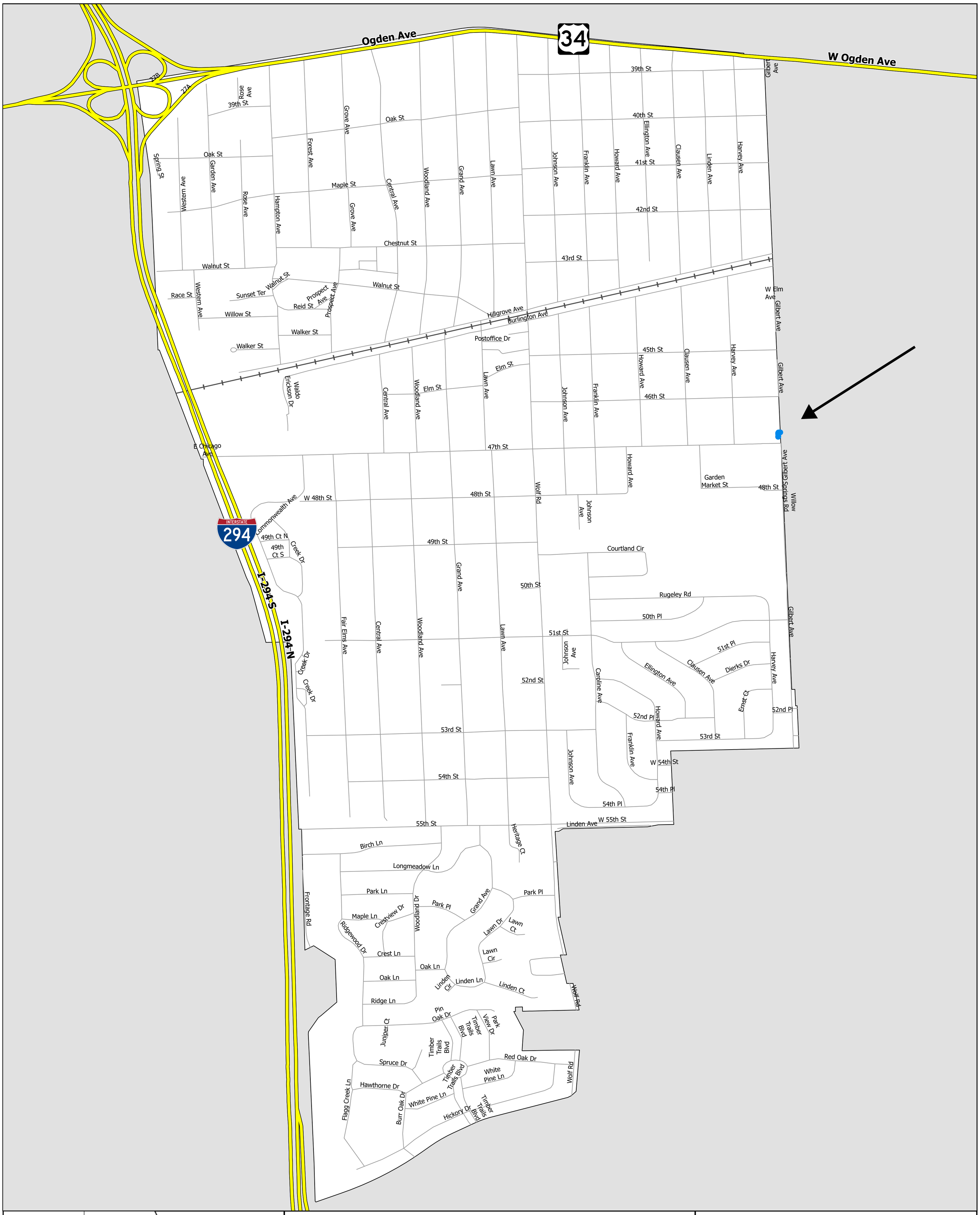
Aerial 18,059 Linear Ft.

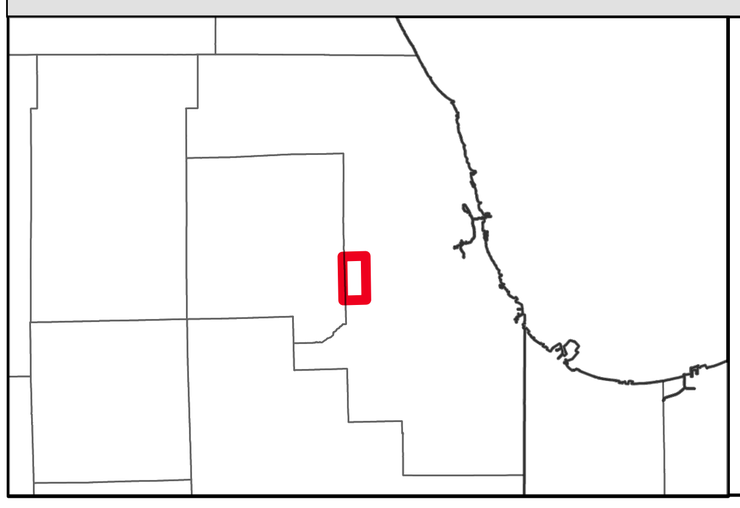
Railroad

Western Springs

Verizon Proprietary Information;
May contain trade secrets, critical infrastructure or other sensitive business information.
Unauthorized use or disclosure is strictly prohibited.

MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services
Proposed Fiber Routes
Village of Western Springs, IL





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Data Source: VZB
Projection: GCS_WGS_1984
Map Created: 3/18/2026
Map Created By: Steven Chun

Buried: 84 Linear Ft.

Aerial: 0 Linear Ft.

Railroad

Western Springs

Verizon Proprietary Information;
May contain trade secrets, critical infrastructure or other sensitive business information.
Unauthorized use or disclosure is strictly prohibited.

DRAFT 04.14.2026
RESOLUTION NO. 26-XXXX

VOTE: _____
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
DATE: April 27, 2026
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT OF A RIGHT OF WAY USE LICENSE AND OPTIC CABLE AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (MCIMETRO/VERIZON)

WHEREAS, the Village of Western Springs ("Village"), by the approval and authorization of Resolution 15-2334, for the execution of a 10-year right-of-way use license and fiber optic cable agreement (the "Agreement") with WideOpenWest Illinois, LLC for the installation and operation of fiber optic cable network located within the Village's right of way (ROW) at various locations throughout the community; and

WHEREAS, the agreement identified the installation of fiber optic cable to be owned and utilized by WideOpenWest for private and commercial means along with the installation of fiber optic cable to be provided to the Village, the Lyons Area Township Communications (LTACC) and its partners for emergency/911 services; and

WHEREAS, in 2017, WideOpenWest entered into an asset purchase agreement with MCIMetro Access Transmission Services Corp. ("Verizon" or "Contractor"), an indirect and wholly owned subsidiary of Verizon Communications, Inc. The Village consented to this assignment by the passage of Resolution 17-2412; and

WHEREAS, the existing agreement expired at the end of 2025 and Verizon requested a renewal of the license agreement to allow for the continued use of Village ROW for their fiber optic cable systems; and

WHEREAS, at an open public meeting held on April 13, 2026, the Village's Properties and Recreation Committee ("Committee") reviewed and discussed the Agreement and received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the and authorize the entry of an agreement (the "Contract") with the Contractor for the completion of the Project (a copy of the Bid Documents, including the Contract is attached hereto as Group Exhibit "A" and incorporated herein); and

WHEREAS, at open public meetings held on April 13, 2026 and April 27, 2026, the President and Board of Trustees of the Village reviewed and discussed the Contract, and received input from the Village staff, and provided an opportunity for input from the public. At its April 27 meeting, the Village Board accepted the recommendation to authorize and approve the Agreement (a copy of the Agreement Documents is attached hereto as **Group Exhibit "A"** and incorporated herein); and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under 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) of the State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), 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, businesses and the public to approve and enter into the attached Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE 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 Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of an agreement (the "Agreement"), substantially in the form attached hereto as **Group Exhibit "A",** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the Contract, and such other related documents as may be necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Contract.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Contract to the Clerk's office and to the Contractor.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage 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 Regular Meeting thereof, held on the 27th day of April, 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

Group Exhibit "A"

RENEWAL AGREEMENT OF A RIGHT OF WAY USE LICENSE AND OPTIC CABLE AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (MCIMETRO/VERIZON)

(attached)

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

CLERK'S CERTIFICATE

I, Edward Tymick, the 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 RENEWAL AGREEMENT OF A RIGHT OF WAY USE LICENSE AND OPTIC CABLE AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (MCIMETRO/VERIZON)

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 9.A.

To: Board of Trustees
From: John Mastandona, Director of Finance
CC: Ellen Baer, Village Manager
RE: [Previously discussed] Approval of a Three-Year Agreement with ClearGov for Subscription Services for Capital Budgeting (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of a three-year agreement with ClearGov Services for Capital Budgeting. The Village Board discussed the draft resolution at their meeting on April 13, 2026, and directed Village staff and the Village Attorney to finalize the resolution for consideration.

Summary

The Village started utilizing ClearGov software in 2021 to help assist in our budget process. ClearGov Digital Budget Book has been an essential tool in improving transparency, accessibility, and efficiency in our budget presentation and capital project planning processes. ClearGov also has a Capital Budgeting module that would provide staff tools to assist with long-term planning and budget process efficiencies. Staff has been utilizing a limited access version as part of our existing subscription but we have met its maximum capacity with the amount of projects and forecasting tools needed. Staff is recommending the purchase of the Capital Budgeting module.

The annual costs align with similar software. The proposed agreement is for three (3) years, and it provides the Village with the option to terminate the agreement on an annual basis by providing written notification within sixty (60) days prior to the start of the year.

Financial Impact

The previous subscription costs were included in the Finance Department budget within the Professional Services line item. If approved, the costs below will be included in future budget years.
2026 - $8,732.50 (Implementation Costs + Pro-rata)
2027 - $9,945.00
2028 - $9,945.00

Recommended Motion

I move to approve a three-year agreement with ClearGov Services for Capital Budgeting.

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. Resolution No. 26-___ re Waiver of Bid and Approval and Authorization of a Sole Source Vendor Contract between the Village of Western Springs and Clea
2. Exhibit 1 - ClearGov Capital Budgeting

RESOLUTION NO. 26-_____

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 27, 2026.
OTHER: 2/3 Majority Vote of Trustees Required.

A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND APPROVING AND AUTHORIZING THE EXECUTION OF A VENDOR CONTRACT WITH CLEARGOV, INC. OF MAYNARD, MASSACHUSETTS FOR THE PURCHASE OF A CLEARGOV SOFTWARE SUBSCRIPTION IN AN AMOUNT NOT TO EXCEED $38,567.50.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract (the "Contract") with ClearGov, Inc. of Maynard, Massachusetts (the "Vendor") for the purpose of performing, providing, delivering, supplying and/or installing certain goods, supplies and services by the Vendor (the "Goods") for the benefit of the Village, as set forth in the Contract, which is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the Contract provides for the purchase of a yearly subscription to the ClearGov Capital Budgeting – Civic Edition; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to provide the Goods at a total cost not to exceed $38,567.50 for a three-and-a-half-year term. The first contract year calls for a pro-rata total subscription price of $8,732.50; the second contract year a total price of $9,945.00; the third contract year a total price of $9,945.00, and the fourth contract year a price of $9,945.50. If the Village requests additional goods or services beyond the agreed upon purchase price in the Contract, then those extra goods or services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Contract or shall be mutually agreed to in writing by the Village and the Vendor and approved as an addendum to the Contract; and

WHEREAS, at an open, public meeting held on April 7, 2026, the Finance Committee (the "Committee") reviewed the terms of the Contract and the Proposal 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 the Contract; and

WHEREAS, at open public meetings held on April 13, 2026, and April 27, 2026 the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract and the Goods, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its April 27, 2026 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the Contract; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than $25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), 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), to enter into the Contract, 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 Contract.

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 and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the waiver of the competitive bidding process and approve and authorize the execution of the Contract, substantially in the form 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. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Contract, and such other instruments and documents as are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Contract, 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 of Western Springs' obligations under the attached Contract.

SECTION 4: 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 copy of the Contract 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 27th day of April, 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"

VENDOR CONTRACT
WITH CLEARGOV, INC.
FOR SOFTWARE SUBSCRIPTION SERVICES

(attached)

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

CLERK'S CERTIFICATE

I, Edward Tymick, the 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 WAIVING THE COMPETITIVE BID PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND APPROVING AND AUTHORIZING THE EXECUTION OF A VENDOR CONTRACT WITH CLEARGOV, INC. OF MAYNARD, MASSACHUSETTS FOR THE PURCHASE OF A CLEARGOV SOFTWARE SUBSCRIPTION IN AN AMOUNT NOT TO EXCEED $38,567.50.

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of April, 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 27th day of April, 2026.

_____
Edward Tymick, Village Clerk

ClearGov®

Service Order Amendment

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Jacob Newcomer
Contact Phone	(620) 560-7984
Contact Email	jnewcomer@cleargov.com

Order Date	**Apr 14, 2026**
Order Valid If Signed By	**Apr 30, 2026**

Customer Information

Customer	Village of Western Springs	**Contact**	John Mastandona	**Billing Contact**	John Mastandona
Address	740 Hillgrove Ave	**Title**	Director of Finance	**Title**	Director of Finance
City, St, Zip	Western Springs, IL 60558	**Email**	jmastandona@wsprings.com	**Email**	jmastandona@wsprings.com
Phone	(708) 246-1800 ext 125			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		**$44,000,000**
Setup Services	**Tier / Rate**	**Service Fees**
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 2C	$ 4,950.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 2C	$ (745.00)
ClearGov Setup: Customer Value Add Discount	Tier 2C	$ (2,102.50)
Total ClearGov Setup Service Fee - Billed ONE TIME		**$ 2,102.50**
Subscription Services	**Tier / Rate**	**Service Fees**
ClearGov Capital Budgeting - Civic Edition	Tier 2C	$ 11,700.00
Bundle Discount: Modules (15%)	Tier 2C	$ (1,755.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 9,945.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	May 1, 2026	May 1, 2026	ClearGov Setup Services
Pro-Rata	May 1, 2026	Dec 31, 2026	ClearGov Subscription Services
Initial	Jan 1, 2027	Dec 31, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
May 1, 2026	$2,102.50	One-Time Setup Fee
May 1, 2026	$6,630.00	8 Month Pro-Rata Subscription Fee
Jan 1, 2027	$9,945.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions

Valid Until	**Apr 30, 2026**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment		Customer shall pay the Fees in accordance with the terms of the Illinois Local Government Prompt Payment Act 50 ILCS 505/et seq. The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. https://www.ilga.gov/Legislation/ILCS/Articles?ActID=725&ChapterID=11#:~:text=The%20appropriate%20local%20governmental%20official,the%20goods%20or%20services%20were
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Original Service Order	As of 5/1/26, this ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of 3/26/26, (the *"Original Service Order"*). The Original Service Order shall be null and void as of 5/1/26.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	XS	**If XS: Original Service Order Date**	8/12/25

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the ***"Agreement"***) is made and entered into by and between ClearGov, Inc. (***"ClearGov"***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***"Party"*** and collectively the ***"Parties"***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***"ClearGov Service Order(s)"***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
   - 1.1) ***"Account"*** means an access point for the ClearGov Service that requires registration by the Customer.
   - 1.2) ***"ClearGov API"*** means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
   - 1.3) ***"ClearGov Apps"*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
   - 1.4) ***"ClearGov Data"*** means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
   - 1.5) ***"ClearGov Service"*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
   - 1.6) ***"ClearGov Web Site"*** means the Web site owned and operated by ClearGov and made available at the following URL: http://www.ClearGov.com and/or any successor site(s).
   - 1.7) ***"Customer PDF"*** means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
   - 1.8) ***"Customer Data"*** means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
   - 1.9) ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.
   - 1.10) ***"Customer Web Site"*** means any Web site owned and operated by Customer.
   - 1.11) ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
   - 1.12) ***"Sensitive Data:*** means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
   - 1.13) ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**
   - 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
   - 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
     - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
     - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
     - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**
   - 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***"Term"***).
   - 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
     - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) Obligations. Upon expiration or termination of this Agreement:

a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

c) Any outstanding fees earned through the date of termination shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

4.1) Fees. Customer shall pay the Fees in accordance with the terms of the Illinois Local Government Prompt Payment Act 50 ILCS 505/*et seq.*.

4.2) Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest according to the Illinois Local Government Prompt Payment Act 50 ILCS 505/ *et seq.* . ClearGov shall be entitled to recover all reasonable costs of collection (including , expenses and costs) incurred in attempting to collect payment from Customer.

4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License.

a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.

6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a ***"Claim"***) arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service, or (iv) ClearGov's negligence or intentional acts in connection with the performance of this Agreement. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***"Receiving Party"***) may receive information from the other Party (the ***"Disclosing Party"***) which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services (***"Confidential Information"***). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement, except that the Parties acknowledge that Customer is a unit of local government subject to the Illinois Freedom of Information Act and will comply with its obligations under the same without further notice.

7.3) The term ***"Confidential Information"*** shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.

8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.

8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by a court of competent jurisdiction in Cook County, Illinois. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

8.8) Modification. Any modification to this Agreement will be agreed to in writing by and between the Parties.

8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.

8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 9.B.

To: Board of Trustees
From: John Mastandona, Director of Finance
CC: Ellen Baer, Village Manager
RE: [Previously discussed] Authorizing Certain Expenditures From the Downtown North Tax Increment Financing District to Pay for a Portion of the Hillgrove Avenue Improvement Project (Omnibus Item)

Recommendation

The Finance Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of an authorization of funds from the Downtown North TIF District Fund (5201395) for engineering services related to the Hillgrove Avenue Improvement Project. The Village Board discussed the draft ordinance at their meeting on April 13, 2026, and directed Village staff and the Village Attorney to finalize the ordinance for consideration.

Summary

Attached is a memo from Director of Engineering, Jeff Koza, to the Public Works & Water Committee. The memo provides background on the Hillgrove Avenue Improvement project. The project and approval will be presented to the Public Works & Water Committee for consideration.

The project falls within the North TIF District and is eligible to utilize TIF funds. Staff is requesting the Finance Committee to consider the use of TIF funds for the costs associated with the project. All TIF expenditures must be authorized by the Village Board. The total amount of the request is not to exceed $752,224 over multiple years for phase 1 design.

Financial Impact

Account 5201395-50100
Fund Referendum Fund
2026 Budget $150,000
Project Cost $752,224 (2026 - $150,000; Future Years - $602,224)

Recommended Motion

I move to approve the use of funds from the Downtown North TIF District Fund (5201395) for the Engineering Services related to the Hillgrove Avenue Improvement Project.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. PW & Water Commitee Memo

AGENDA ITEM SUMMARY

PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 7, 2026

AGENDA ITEM D.6.

To: Public Works and Water Committee
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Heather Valone, AICP, Director of Community Development
RE: Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, Preliminary Engineering Phase 1 proposal from V3 Companies

Recommendation

This item was reviewed at the joint Infrastructure Commission and Public Works and Water Committee meeting held earlier this evening. The Infrastructure Commission recommended the approval of an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services in an amount not to exceed $752,224.00

Summary

As discussed during the Board Strategic Plan Session, Hillgrove Avenue is in need of both infrastructure and aesthetic enhancements. The Board specifically prioritized this area at that time. The first step is to begin Phase 1 engineering services for this Hillgrove Avenue Improvements project and a proposal will be presented to the Village Board later this month for consideration and approval.

The project encompasses a comprehensive transformation of the Hillgrove Avenue corridor between Hampton Avenue and Wolf Road, with a significant focus on the area surrounding the Tower Green. This effort will evaluate opportunities to enhance the pedestrian environment, improve safety and circulation, create new public space and streetscape features, and reinforce the sense of place in this central civic area. The project will also address all infrastructure within the reconstruction limits, including sanitary sewers, water main and water services, electrical systems, and storm sewers. This full corridor, multidisciplinary approach aligns directly with the recently completed Village of Western Springs Capital Improvement Plan and is consistent with the goals set by the Village Board in the Strategic Plan, which emphasizes reinvestment in public infrastructure, enhancement of the downtown district, and long-term community vitality. The preliminary project cost estimate is approximately $11,678,000.

As part of the Phase 1 process, Village staff and the consultant team will also review and refine the concepts established in the Village's 2016 Downtown Revitalization study. Those concepts envisioned improving connectivity and circulation through the downtown, strengthening the relationship between Hillgrove Avenue, Burlington Avenue, and the Tower Green, and

enhancing the pedestrian experience with upgraded materials, lighting, streetscape furnishings, landscaping, and way-finding elements. These ideas will serve as a foundation during Phase 1 as the project team evaluates urban design options, considers traffic and circulation adjustments, and updates the aesthetic and functional vision for the corridor.

Phase 1 engineering will follow the Illinois Department of Transportation's Bureau of Local Roads procedures and will include surveys, environmental documentation, traffic and safety evaluations, drainage analysis, community engagement, and development of the Project Development Report. The cost of the Phase 1 engineering proposal submitted by V3 is $752,224.

The Village requested federal Surface Transportation Program funding through the West Central Municipal Conference during the 2025 call for projects. Western Springs was selected for funding and is included in the draft program to receive $3,000,000 for construction in Fiscal Year 2029. The program is expected to be finalized at the end of April. Phase 1 engineering will be funded through the Village's Tax Increment Financing district. Village staff will continue to actively pursue additional funding opportunities with IDOT and other state and regional agencies to support future phases of the project and to maximize outside grant participation.

If approved by the Village Board, Phase 1 engineering will begin this Spring, positioning the Village to advance the long-term vision for Hillgrove Avenue and the Tower Green area and to meet upcoming federal funding schedules.

Financial Impact

The total cost of the Phase 1 engineering proposal submitted by V3 Companies is $752,224. The Village budgeted $150,000 in Tax Increment Financing funds in the current fiscal year within account 5201395-50100 (Professional Services) to begin this work. Based on the planned schedule and the scope of early Phase 1 tasks, both Village staff and V3 expect to remain within this fiscal year budget allocation. Remaining Phase 1 engineering costs will be programmed in future fiscal year budgets as the work progresses.

Recommended Motion

I move to approve an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services in an amount not to exceed $752,224.00.

Strategic Plan Alignment

Community Planning and Economic Development and Infrastructure Improvements

File Attachments

1. Hillgrove Phase_I Complete Package 03092026

March 9, 2026

Jeff Koza, PE, CFM
Director of Engineering Services/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Hillgrove Avenue Improvements – Phase I Engineering Scope of Work – Section No. 26-00107-00-PV

Dear Mr. Koza,

Thank you and the Village for continuing to push forward with the Hillgrove Avenue improvement project. We are excited to team with the Village on this community enhancement. As requested, we have provided scope and fee for Phase I Engineering services, which will provide design approval through IDOT Local Roads.

It is our understanding the project received $3M in STP_L funds through the Central Council of Mayors. These funds are allocated for construction and construction engineering and will be available in the Federal FY 30-31.

During the Phase I services the Village received $3M in ITEP funds through IDOT, which need to be obligated in 2028. To meet this funding timeline, it is imperative that Phase I engineering begin soon. Projects of this nature typically take 18 months to be processed through IDOT. We will provide a Phase II scope and fee near the end of Phase I in order to begin Phase II, detailed design and construction documents at the time of Phase I approval.

Our proposal includes the necessary scope and fee to complete the Phase I engineering. It also includes what the team feels is needed for public engagement, as it pertains to the streetscape and hardscape elements proposed along the Hillgrove Avenue corridor (Hampton Avenue to Wolf Road). In addition to the full Phase I scope and fee, we have provided an alternate fee for to begin the Phase I engineering, with the intent to have the Village award the remaining scope and fee in 2027.

We look forward to delivering the Hillgrove Avenue improvements and continuing our working relationship with the Village. If you have any questions or require additional information, please contact me at 847-417-0072 or via email at kcorrigan@v3co.com.
Sincerely,

V3 Companies, Ltd.

Kurt Corrigan, P.E.
Vice President of Municipal Services

EXHIBIT A: SCOPE OF SERICES

PROJECT DESCRIPTION

The Hillgrove Avenue Phase I engineering project includes approximately 2,720' of roadway, infrastructure, pedestrian, streetscape, traffic and parking improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The Phase I study will include the METRA platform areas, parking and the intersection of Wolf Road. The Village recently applied for $3.0M dollars of STP_L funds through the Central Council of Mayors for the Fiscal Year of 2030-2031. The program is currently being reviewed and is expected to be adopted mid-2026.

The proposed improvements will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include pavement resurfacing from Hampton Avenue to Central Avenue, reconstruction of Hillgrove Avenue from Central Avenue to Wolf Road. Within this section improvements include evaluating the existing infrastructure, pedestrian access, crossings and overall experience, developing a pedestrian space from Grand Avenue to Walnut Street. In addition, the team will evaluate traffic calming throughout the corridor as well as analyzing potential improvements at the intersection of Hillgrove Avenue and Wolf Road.

We will build upon a variety of previously completed complete streets and streetscape studies and concepts. The project will include a comprehensive community engagement and consensus plan. We understand that Hillgrove Avenue is utilized by a variety of motorized and non-motorized users; public works equipment, commuters, businesses, community events, to name a few. This variety provides a unique opportunity to provide a corridor that meets the various needs but also focuses on a sense of place. A place the community can gather and be proud.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per Village of Western Springs and IDOT standards.

EXHIBIT A: SCOPE OF SERVICES

1 TOPOGRAPHIC SURVEY

Perform a full topographic survey of the project area including a detailed right-of-way survey. The survey limits along Hillgrove Avenue shall extend from 300 feet west of Hampton Avenue to 300 feet east of Wolf Road. The survey will include the METRA platform(s) and parking along the southside of Hillgrove Ave. Sideroads will be surveyed 300 feet north and south of Hillgrove Avenue including Wolf Road. The total linear feet of roadway to be surveyed is approximately 6,620'. The existing park and park feature between Grand Avenue and Walnut Street will be included in the survey as well.

The topographic survey data will be collected using a combination of conventional methods and aerial data collection with the use of a drone. The Topographic Survey services will include the following as outlined in IDOT's survey manual.

- Record a minimum of two (2) permanent benchmarks over the project site. Elevations shall be referenced to the North American Datum of 1988 (NAVD 88). Site benchmarks shall be established at less than 1000-foot intervals. A description of the source benchmark to which the new benchmarks are tied shall be indicated in the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey that properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges, and centerlines.
- Finished floor or top of foundation elevation(s) of existing buildings and doorways within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken at 50-foot intervals. Full cross-sections shall be taken at all cross streets, alleys, culverts, and entrances. Grid intervals/profiles of 50 feet shall be taken in all fields for offsite hydraulic work (drainage ditches, streams, etc.). Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- General outlines of landscaping shrubs and bushes shall be shown.
- Top of curb, flow line, and edge of the pavement, ADA, sidewalk, bike path, etc. elevations of all roadways and streets within the survey area obtained by non-GPS methods.
- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be calculated from existing monumentation in coordination with record maps, plats, and deeds. In addition to the topographic survey, V3 will build right-of-way limits based on the survey documents provided by the Village. We have included 40 title commitments as part of establishing the existing ROW.

The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which is obtained from city departments or utility companies responding to written or verbal requests

for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyor's use at the time of the survey. The Village of Western Springs will assist V3 with calling a field locate of utility information for our survey team to pick up visible utilities within the limits and verify to utility atlases.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. Additionally, V3 will send each utility owner a set of preliminary plans to verify the locations of their facilities. The intent of the design of the project is to avoid impacts to existing utilities to the extent feasible.

We have included 2 days of RR Flagger costs in order to survey along the METRA platform areas.

We have identified 40 properties along the corridor that we are recommending acquiring Title Commitments. This will assist with determining right of way impacts, existing easements or other property encumbrances as we move into Phase II and construction.

2 DATA COLLECTION AND REVIEW

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases
- Past studies or reports
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

We have included a proposal for televising the existing storm sewer and sanitary sewer. We will evaluate the televising tapes and provide recommendations for repairs and/or replacement.

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1983) as required for the submittal of the environmental survey request to IDOT.

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

Data collection will be coordinated with Psomas.

3 CONCEPT REFINEMENT

Our sub-consultant, Psomas, will be leading this effort. We will assist with roadway, ADA and streetscape geometric review and input. This will be an iterative process throughout Phase I.

4 ENVIRONMENTAL SURVEY REQUEST AND COORDINATION

Prepare and submit the Environmental Survey Request (ESR) form to IDOT following the ESR Guidelines provided by IDOT, which will include the following exhibits as applicable:

- Location Map
- Aerials exhibits or CADD drawings with anticipated proposed right-of-way
- Photos of all buildings constructed before 1986 (40 years old).
- National Wetland Inventory Maps
- Aerial Map and CADD drawings with anticipated construction limits

Due to the characteristics of the project area and anticipated improvements, it is anticipated that ecological and water resources assessment and noise analysis will not be required. Tree removals for the proposed improvements will be estimated and included in the ESR.

V3 will coordinate with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the involved environmental and cultural agencies and provide the appropriate results to obtain an inventory of the affected environment and identify any potential issues that the project may need to address as part of required environmental studies.

5 WETLAND DETERMINATION DOCUMENTATION & TREE SURVEY & ASSESSMENT

To fulfill the required ESR documentation, V3's wetland specialist, who is also a V3 International Society of Arboriculture (ISA) certified arborist, will screen the project area to document a negative finding for wetlands while conducting the tree survey and assessment. Data for the wetland determination will be collected during the tree survey and assessment field work. Available regulatory maps, wetland sampling data, and photographs will be included in the Wetland Determination report deliverable.

V3's International Society of Arboriculture (ISA) certified arborist will tag, identify, assess, and locate all 3 inch DBH trees and greater within the project corridor as required by the IDOT ESR process. All trees exhibiting bat habitat will be logged and surveyed. The tag number, diameter, and tree species will be recorded for each tree identified. A rating will be assigned to each tree which will consider the size, species, condition, location, and aesthetics of

each. The trees will also be evaluated for Northern Long Eared Bat and/or Tricolor Bat habitat. A summary table will be prepared listing the scientific name, common name, DBH, and rating of each tree identified. Survey grade equipment will be utilized so that tree locations can be put on to the engineering plans.

6 GEOTECHNICAL INVESTIGATION & COORDATION

V3's sub consultant, NASHnal Soil Testing, LLC., will perform soil borings and pavement cores and prepare a geotechnical report to determine the suitability of the soils for the roadway and park improvements. V3 will coordinate this work with NAHnal and utilize it as needed for the design and study of the proposed improvements.

Soil Borings

Seven (7) pavement cores/soil borings extended 10' below the existing grade will be drilled as part of our Geotechnical Exploration.

Percolation Testing

Percolation test will be performed at two locations adjacent to the park are within Hillgrove Ave. This information will assist with determining the structure of a permeable pavement or bioswale system.

Geotechnical Report

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, including typed boring logs and a location plan. If field infiltration testing is performed for the site the engineering report will also summarize the results of the field percolation test data.

See the attached scope from NASHnal for further details of the Geotechnical Investigation & Coordination. Coordination with the Village to close parking stalls to perform the work will be necessary. The Village to provide the necessary traffic control devices to close parking stalls.

7 UTILITY EVALUATION

This task will coordinated with Psomas.

The Village to coordinate with the business owners entry into the buildings, as necessary, to asses existing utilities as needed.

The Village shall determine if all water services are to be replaced throughout the corridor.

In addition, we have included scope and fee for all storm sewer and sanitary sewer to be televised. Upon receipt of the cctv footage the V3/Psomas team will evaluate and provide recommendations for repair and/or replacement.

8 PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

V3 will conduct a PESA within the project limits. The PESA will be conducted in accordance with the IDOT's Special Waste Screening Process. Based on this screening, further assessment of the project for special wastes or other regulated substance or contamination may be required. T*he IDOT Bureau of Local Roads and Streets Manual, A Manual for Conducting Preliminary Environmental Site Assessments for IDOT Highway Projects, and ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Standard E 1527 -13)* will be used as guidance documents for preparing the PESA. The PESA will identify evidence of RECs and potentially impacted properties (PIPs) to determine sections of Project ROW requiring further investigation or sampling for offsite soil disposal. The scope of work for the PESA will include the following:

Environmental Record Review: Review reasonably ascertainable environmental and applicable regulatory information published by local, State, Federal and Tribal agencies and regulatory databases pertaining to sites with known chemical usage, treatment, disposal, and/or operations that pose an environmental risk of impact to the project site.

Historical Record Review: Investigate past land uses through review of available Sanborn fire insurance maps, city directories, historical aerial photographs and topographic maps.

Site Visit: Conduct a site reconnaissance visit to confirm and document the current land use, and record site conditions potentially impacting the project soils. Photos of the project area taken during the site visit will be incorporated into a photo log attached to the PESA Report.

Project Report: V3 will compile all observations and conclusion in a PESA report. The PESA will include photos, figures, and appendices with governmental and regulatory record file review documents.

9 LOCATION DRAINAGE TECHICAL MEMORANDUM

Hillgrove Avenue is drained via curb and gutter with combined sewer through the project corridor from Hampton Avenue to Wolf Road. A Location Drainage Technical Memorandum (LDTM) will be prepared in accordance with IDOT's Local Roads Manual. The study will include a description of the existing and proposed drainage systems and identification of outlet locations and their adequacy based on IDOT criteria. Correspondence and meeting notes will be prepared to document coordination with IDOT, MWRD, or other regulatory agencies.

The Study will include required mapping, exhibits, design of the drainage system, a discussion of Best Management Practices (BMPs) (if applicable), and identification of permitting requirements. Although the existing and proposed drainage exhibits typically only include the proposed limits of the project, it may be necessary to study areas outside of the project limits. Additional survey and/or field investigations outside of the ROW may be required to confirm offsite drainage routes and capacity.

We understand that drainage design will follow the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) requirements. Permitting needs will be identified during Phase 1, but the permit submittal will be made during Phase 2. WMO stormwater management requirements (runoff, volume control, and

detention) are only required when greater than or equal to one acre of new impervious area is proposed. We anticipate that the proposed project will not create greater than one acre of new impervious and therefore expect that stormwater management requirements would not apply.

10 SECTION 4(F) DOCUMENTATION AND EVALUATION

A Section 4(f) Evaluation is anticipated with the improvements to the Tower Green. 4(f) documentation will be verified with IDOT and provided as necessary. The Village shall provide documentation of ownership of the area to support the necessary 4(f) Evaluation process.

11 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. See Psomas scope of work for details.

12 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. See Psomas scope of work for details.

13 GEOMETRIC STUDIES

Psomas will be developing the geometric studies and preliminary plan. We are anticipating the design criteria to be IDOT, 3R, but that will be confirmed early with IDOT. We will provide design oversight of the concept development.

14 LIGHTING DESIGN

See Psomas scope of work for details.

15 PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PROGRAM

Psomas will be leading this task. V3 will provide oversight and coordination as necessary. V3 staff will attend various public engagement events and meetings as requested by the Village and Psomas. We anticipate V3 staff (1-2 ppl) at seven different events. See Psomas scope of work for details.

16 TRAFFIC MANAGEMENT PLAN

See Psomas scope of work for details.

17 CONSTRUCTION COST ESTIMATE

We will support and provide review of the cost estimate prepared by Psomas. See Psomas scope of work for details.

18 PROJECT DEVELOPMENT REPORT

A Project Development Report (PDR) for a Group I Categorical Exclusion is anticipated and will be prepared following IDOT's report format BLR 22211. The report will include a description of existing conditions, proposed improvements, capacity analysis, crash analysis, right-of-way/easement required, identified environmental concerns and impacts, maintenance of traffic during construction, and agency coordination/public involvement activities. Exhibits that will be prepared and incorporated into the project report will include:

- Location and functional classification maps
- Existing and proposed typical sections
- Proposed plan and profile sheets
- ADA details
- Crash Analysis
- Environmental clearances and correspondence
- Public involvement meeting documents
- FHWA/IDOT coordination and meeting minutes
- Design variances
- Traffic management plan
- Coordination documentation
- Estimate of probable construction cost
- Permit Identification to be completed in Phase II

Two submittals of the PDR will be made to the Village and IDOT (pre-final and final). Before the prefinal PDR submittal, conceptual typical proposed sections and plan and profile sheets will be submitted to the Village for review and comment. After receiving comments from the Village, the final PDR will be submitted to IDOT for review and comment. A disposition of comments will be included with each submittal until design approval. Survey and design files will converted into AutoCad as needed.

Support by Psomas as needed.

19 MEETING AND COORDINATION

V3 anticipates the following meetings throughout the duration of the Phase I Study. These meetings are in addition to meetings noted for the public involvement requirements.

- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information. One (1) meeting per month for eighteen (18) months.
- One (1) Project kick-off meeting with the Village.
- One (1) Phase I Project kick-off meeting with IDOT, the Village, and Central Council.
- One (1) FHWA meeting.
- One (1) meeting with MWRD, if necessary.
- One (1) Village Board meeting.
- Up to three (3) meetings to discuss design issues, project status, schedule, or meet with other review agencies, as needed.

Online meetings are included as part of the overall scope of our services. We will meet online with the Village as needed throughout the project.

Meeting minutes will be prepared by V3/PSOMAS as necessary.

20 ADMINISTRATION AND MANGEMENT

Project administration and management will be performed by the project manager and administrative staff over eighteen (18) months.

- Prepare invoices and progress reports every month and submit them to the Village for review and processing.
- Provide project and staff management.
- Prepare sub consultant agreements and manage the performance of their work efforts.

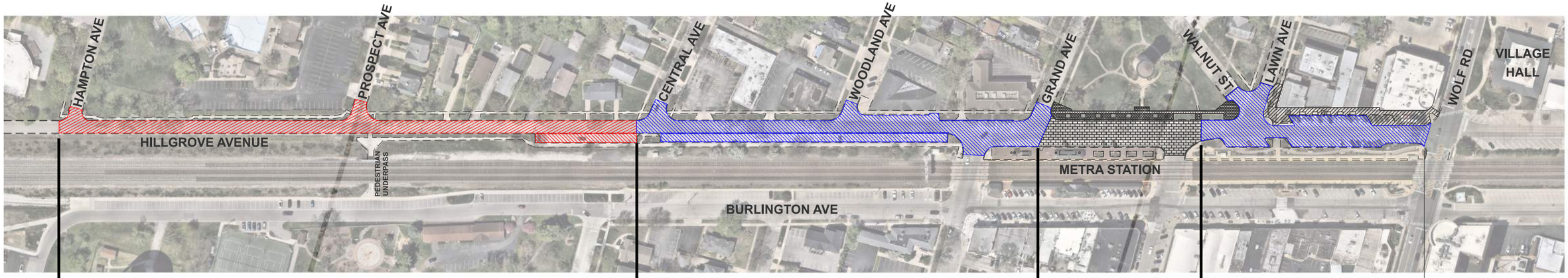
21 QUALITY ASSURANCE / QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimates, and PDR are prepared to meet the standards and guidelines for the plans or documents required. These quality control reviews will occur before the submittal of any deliverable to the Village and IDOT. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.

Before each submittal, V3's project manager will designate a quality assurance reviewer that has not been directly involved in the project to perform independent quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and reviews of report documents.

22 FUNDING APPLICATIONS

The Village recently applied for and is anticipating to receive $3.0M in STP-L funding through the Central Council of Mayors. We anticipate that ITEP funding and Invest in Cook funding will be available during the Phase I process. We will assist the Village with applying for up to three (3) funding opportunities.



1150' | 800' | 325' | 445'

1.0

MILL AND OVERLAY

2.0

ROADWAY RECONSTRUCTION
INFRASTRUCTURE REPAIRS AND REPLACEMENT
PEDESTRIAN ENHANCEMENTS

3.0

STREETSCAPE, PEDESTRIAN, PLAZA, AND INFRASTRUCTURE ENHANCEMENTS

4.0

STREETSCAPE, PEDESTRIAN, AND INFRASTRUCTURE ENHANCEMENTS

N

100 0 100 200
1"=100'
SCALE FEET

MODEL: Default
FILE NAME: Y:\Proposals & SOO's_Grants\Grant Applications\STP-LUFFY 2027-2031\Western Springs_Submittal Materials\Exhibits\Hillgrove-design.dgn

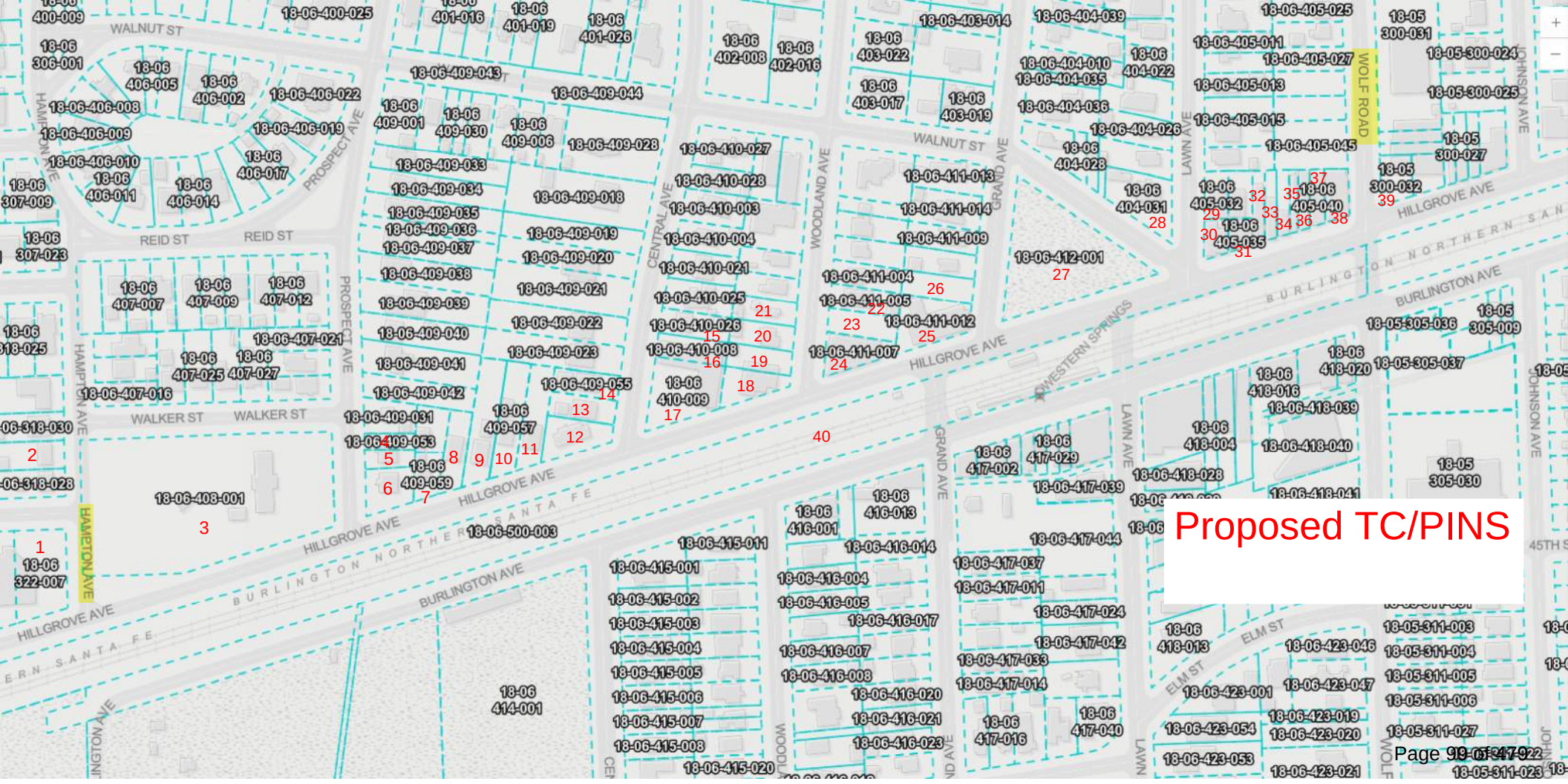
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

USER NAME = lyanisch	DESIGNED -	REVISED -	REVISED -
	DRAWN -	REVISED -	REVISED -
PLOT SCALE = $SCALE$	CHECKED -	REVISED -	REVISED -
PLOT DATE = 11/17/2025	DATE -	REVISED -	REVISED -

HILLGROVE AVENUE ROADWAY AND STREETSCAPE IMPROVEMENTS
VILLAGE OF WESTERN SPRINGS ILLINOIS

PROJECT LOCATION MAP

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	1	1


Proposed TC/PINS
WALNUT ST
REID ST
WALKER ST
HILLGROVE AVE
BURLINGTON AVE
BURLINGTON NORTHERN SANTA FE
WESTERN SPRINGS
PROSPECT AVE
HAMPTON AVE
CENTRAL AVE
WOODLAND AVE
GRAND AVE
LAWN AVE
WOLF ROAD
JOHNSON AVE
ELM ST
45TH S
18-06-400-009
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Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV
Prime Consultant (Firm) Name	**Prepared By**	**Date**
V3 Companies	Kurt Corrigan, PE	3/5/2026
Consultant / Subconsultant Name	**Job Number**	
V3 Companies		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase I Engineering Services along Hillgrove Avenue frm Hampton Avenue to Wolf Road, approximatley 2800 feet.

PAYROLL ESCALATION TABLE

CONTRACT TERM	**18**	**MONTHS**	**OVERHEAD RATE**	**165.00%**
START DATE	**6/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV

Consultant / Subconsultant Name	Job Number
V3 Companies	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**1.83%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$90.00	$90.00
Senior Project Manager - TD	$90.00	$90.00
Senior Project Manager - CE	$85.75	$87.32
Senior Survey Project Manager	$64.97	$66.16
Project Manager II	$61.68	$62.81
Project Manager I	$56.77	$57.81
Project Manager I	$56.77	$57.81
Project Engineer I	$49.33	$50.23
Engineer III	$54.32	$55.32
Project Scientist II	$48.41	$49.30
Design Technician III	$44.29	$45.10
Survey Crew	$38.52	$39.23
Technician II	$37.90	$38.60
Administration III	$44.40	$45.22
Project Designer I	$53.52	$54.50
Planner I	$37.14	$37.82
Technician II	$37.90	$38.60
Senior Project Manager - ST	$86.76	$88.35
Senior Design Technician	$50.25	$51.17
Project Surveyor II	$40.31	$41.05
Senior Project Engineer	$67.75	$69.00
Civil Designer II	$42.41	$43.19

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV

Consultant / Subconsultant Name	Job Number
V3 Companies	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
PSOMAS	126,250.00	12,625.00

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1	$500.00	$500.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	$500.00	$500.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	$750.00	$1,500.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Title Commitments	Actual Cost	40	$625.00	$25,000.00
Structural Geotechnical Engineering	Actual Cost	1	$12,400.00	$12,400.00
Sewer Televising	Actual Cost	1	$25,000.00	$25,000.00
			TOTAL DIRECT COSTS:	**$64,900.00**

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 165.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
TOPOGRAPHIC SURVEY	26,500	384	17,647	29,118	5,824		79,089	10.51%
DATA COLLECTION AND REVIEW	25,000	24	1,266	2,089	418	8,543	37,316	4.96%
CONCEPT REFINEMENT		28	1,666	2,749	550	46,438	51,403	6.83%
ENVIRONMENTAL SURVEY REQUEST/COORDINATION		84	4,401	7,262	1,452		13,115	1.74%
WETLAND DETERMINATION AND TREE SURVEY		64	3,522	5,812	1,162		10,496	1.40%
GEOTECHNICAL INVESTIGATION AND COORDINATION	12,400	4	201	332	66		12,999	1.73%
UTILITY EVALUATION		32	1,698	2,802	560	5,726	10,786	1.43%
PESA		80	4,029	6,648	1,330		12,007	1.60%
LOCATION DRAINAGE TECHNICAL MEMO		410	26,192	43,217	8,643		78,052	10.38%
SECTION 4(F) DOCUMENTATION AND EVALUATION		24	1,405	2,319	464		4,188	0.56%
CRASH ANALYSIS			-	-	-	4,094	4,094	0.54%
TRAFFIC ANALYSIS			-	-	-	60,052	60,052	7.98%
GEOMETRIC STUDIES		48	2,729	4,503	901	123,063	131,196	17.44%
LIGHTING DESIGN			-	-	-	10,464	10,464	1.39%
PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN		60	3,961	6,535	1,307	113,289	125,092	16.63%
TRAFFIC MANAGEMENT PLAN		4	360	594	119	15,127	16,200	2.15%
CONSTRUCTION COST ESTIMATE		20	1,164	1,920	384	9,544	13,012	1.73%
PROJECT DEVELOPMENT REPORT	1,000	234	11,973	19,755	3,951		36,679	4.88%
MEETINGS AND COORDINATION		40	2,347	3,873	775	12,731	19,726	2.62%
ADMINISTRATION AND MANAGEMENT		28	1,876	3,096	619		5,591	0.74%
QUALITY ASSURANCE/QUALITY CONTROL		28	1,876	3,096	619		5,591	0.74%
FUNIDNG APPLICATIONS		56	2,991	4,935	987		8,913	1.18%
			-	-	-		-	
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			-	-	-		-	
Subconsultant DL					6,162.88		6,163	0.82%
TOTALS	64,900	1652	91,304	150,655	36,294	409,071	752,224	100.00%

Fixed fee is limited to the lower of the calculated amount or 15%

The subconsultant fee has been adjusted due to 15% fixed fee

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			TOPOGRAPHIC SURVEY			DATA COLLECTION AND REVIEW			CONCEPT REFINEMENT			ENVIRONMENTAL SURVEY REQUEST/COORDINATION			WETLAND DETERMINATION AND TREE SURVEY		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	78.0	4.72%	4.25	4	1.04%	0.94				4	14.29%	12.86				4	6.25%	5.63
Senior Project Manager - TD	90.00	8.0	0.48%	0.44															
Senior Project Manager - CE	87.32	0.0																	
Senior Survey Project Manager	66.16	40.0	2.42%	1.60	40	10.42%	6.89												
Project Manager II	62.81	8.0	0.48%	0.30							8	28.57%	17.95						
Project Manager I	57.81	242.0	14.65%	8.47				8	33.33%	19.27				24	28.57%	16.52	24	37.50%	21.68
Project Manager I	57.81	0.0																	
Project Engineer I	50.23	376.0	22.76%	11.43				16	66.67%	33.49	16	57.14%	28.70	60	71.43%	35.88			
Engineer III	55.32	0.0																	
Project Scientist II	49.30	106.0	6.42%	3.16													36	56.25%	27.73
Design Technician III	45.10	40.0	2.42%	1.09															
Survey Crew	39.23	180.0	10.90%	4.27	180	46.88%	18.39												
Technician II	38.60	0.0																	
Administration III	45.22	44.0	2.66%	1.20															
Project Designer I	54.50	0.0																	
Planner I	37.82	0.0																	
Technician II	38.60	0.0																	
Senior Project Manager - ST	88.35	0.0																	
Senior Design Technician	51.17	152.0	9.20%	4.71	100	26.04%	13.33												
Project Surveyor II	41.05	60.0	3.63%	1.49	60	15.63%	6.41												
Senior Project Engineer	69.00	290.0	17.55%	12.11															
Civil Designer II	43.19	28.0	1.69%	0.73															
		0.0																	
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TOTALS		1652.0	100%	$55.27	384.0	100.00%	$45.96	24.0	100%	$52.76	28.0	100%	$59.51	84.0	100%	$52.40	64.0	100%	$55.04

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	GEOTECHNICAL INVESTIGATION AND COORDINATION			UTILITY EVALUATION			PESA			LOCATION DRAINAGE TECHNICAL MEMO			SECTION 4(F) DOCUMENTATION AND EVALUATION			CRASH ANALYSIS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00													4	16.67%	15.00			
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81				12	37.50%	21.68	10	12.50%	7.23	40	9.76%	5.64	8	33.33%	19.27			
Project Manager I	57.81																		
Project Engineer I	50.23	4	100.00%	50.23	20	62.50%	31.39							8	33.33%	16.74			
Engineer III	55.32																		
Project Scientist II	49.30							70	87.50%	43.14									
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													4	16.67%	7.54			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17										52	12.68%	6.49						
Project Surveyor II	41.05																		
Senior Project Engineer	69.00										290	70.73%	48.80						
Civil Designer II	43.19										28	6.83%	2.95						
TOTALS		4.0	100%	$50.23	32.0	100%	$53.07	80.0	100%	$50.37	410.0	100%	$63.88	24.0	100%	$58.55	0.0	0%	$0.00

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TRAFFIC ANALYSIS			GEOMETRIC STUDIES			LIGHTING DESIGN			PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN			TRAFFIC MANAGEMENT PLAN			CONSTRUCTION COST ESTIMATE		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00				8	16.67%	15.00				20	33.33%	30.00	4	100.00%	90.00	4	20.00%	18.00
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81										20	33.33%	19.27						
Project Manager I	57.81																		
Project Engineer I	50.23				40	83.33%	41.86				20	33.33%	16.74				16	80.00%	40.18
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22																		
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		0.0	0%	$0.00	48.0	100%	$56.86	0.0	0%	$0.00	60.0	100%	$66.01	4.0	100%	$90.00	20.0	100%	$58.18

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 4 **OF** 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	PROJECT DEVELOPMENT REPORT			MEETINGS AND COORDINATION			ADMINISTRATION AND MANAGEMENT			QUALITY ASSURANCE/QUALITY CONTROL			FUNIDNG APPLICATIONS					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	2	0.85%	0.77	8	20.00%	18.00	8	28.57%	25.71	8	28.57%	25.71						
Senior Project Manager - TD	90.00													8	14.29%	12.86			
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81	40	17.09%	9.88	8	20.00%	11.56	20	71.43%	41.30	20	71.43%	41.30	8	14.29%	8.26			
Project Manager I	57.81																		
Project Engineer I	50.23	160	68.38%	34.35	16	40.00%	20.09												
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10	32	13.68%	6.17	8	20.00%	9.02												
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													40	71.43%	32.30			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		234.0	100%	$51.16	40.0	100%	$58.67	28.0	100%	$67.01	28.0	100%	$67.01	56.0	100%	$53.41	0.0	0%	$0.00

Project Description

The Hillgrove Ave Phase I engineering project includes approximately 2750' of roadway rehabilitation, reconstruction, and streetscape and pedestrian improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The work is anticipated to occur within the existing right-of-way.

The proposed improvement will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include creating a paver street area utilizing concrete pavement, pavers and permeable pavers, traffic calming features, streetscape elements including pedestrian amenities and landscaping enhancements, lighting improvements, gateway features, limited drainage improvements, water, sewer, power infrastructure upgrades, and implementation of green infrastructure elements.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per applicable Village of Western Springs and IDOT standards. Plans will be prepared using AutoCad Civil3D. Survey and design files will converted between MicroStation OpenRoads Designer utilizing a workspace from the Illinois Department of Transportation (IDOT) and AutoCad Civil3D as needed.

This scope of services is limited to supporting V3 in preparation of the Project Development Report (PDR) and supporting the Village through community outreach campaign.

1 DATA COLLECTION AND REVIEW

Data collection will be coordinated with V3 Companies.

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases, if not previously provided
- Past studies or reports, transportation studies, traffic studies from permit applications, and utility infrastructure

- Plans from Metra Platform reconstruction.
- Plans from pedestrian underpass construction
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1986) as required for the submittal of the environmental survey request to IDOT.

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

2 CONCEPT REFINEMENT

The Consultant shall prepare up to three (3) roadway layouts on the survey. One (1) based upon the previous planning work performed along Hillgrove from Wolf Road to Grand Avenue, and two (2) additional conceptual alternatives aligning with the Downtown Master Plan. Concepts may, but are not limited to, depict ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of metra platform improvements, integration of building frontage improvements, and channelization and signage. This layout will be refined to a preferred alternative and typical section through the public involvement process.

The Consultant shall prepare up to one (1) roadway layout on the survey for improvement to Hillgrove Ave from Grand Ave to Hampton Ave depicting ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of Metra platform improvements, integration of building frontage improvements, and channelization and signage.

The initial concept refinements and alternatives will be utilized within the public outreach process (under a separate task).

The concept refinement will integrate and update the Village's previous concept plans, and will include, but is not limited to the following elements:

- Evaluating Tower Green expansion and utilization, which includes evaluating the placement of a stage area.
- Landscaped and paved plaza configuration utilizing permeable pavers.
- Evaluate feasibility of potential woonerf, curbless street, concept. This will include traffic calming measures such as a raised intersection and pedestrian areas to create more definable pedestrian areas and crossings.
- Evaluate entry features at Hillgrove Ave & Grand Ave and Hillgrove Ave & Lawn.

- Lighting concept including a potential expanded light canopy and uplighting (analysis performed under separate task)
- Incorporate intersection operational recommendations
- Evaluate a variety of street furnishings to be added to the corridor as part of the concept refinement.

Deliverables/Products:

- Scroll Plot Design Alternative Layouts (11"x Project Length hard copy and electronic PDF). There will be two iterations of refined layout scroll plot submittals to the Client for review and discussion.
- Scroll Plot Preliminary Illustrative Plan (matches 10% Engineering Plan) including street furniture, art and cultural elements, pavement types, parklets/curb bulb space for people or for future LID/GSI (11"x Project Length hard copy and electronic PDF). This Plan is limited to Wolf Road to Grand Avenue.
- Typical Cross Sections (Illustrative) (11"x17" electronic PDF)
- Illustrative Perspectives (2 Photo simulations) (11"x17" electronic PDF)
- Preliminary Urban Design Package (Project Narrative & Photo Examples - 11"x17" electronic PDF)

The final preferred concept will be detailed in a report with estimated costs based on the goals of the project and coordination with the Village (under separate tasks).

3 UTILITY EVALUATION

The Consultant will review provided inspection reports, as built information, and cctv footage within to the project limit to detect damage, flow conditions, potential improvement limits, and connection locations. Utility replacement plans will be prepared under separate task. Under this task an assessment of the downtown power utility routing/maps/connections will be performed and opportunities to replace, reuse, or create new more efficient conduit runs for future improvements will be noted. Power/Electrical Plan will be developed under separate task.

Deliverables/Products:

- Recommendation of improvement/repair limit to prime consultant.

4 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. A crash and roadside safety analysis will be performed to identify high crash locations and determine safety countermeasures (such as improving sight lines, sight distance, curb and intersection geometrics, etc.). Exhibits will be prepared to summarize the crash data to be included in the Phase I PDR documentation.

5 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. The following work will include:

- Our subconsultant, Quality Counts, will conduct 14-hour counts including a vehicular, pedestrian, bicyclist, and truck traffic at each of the following locations:
  - Hampton Ave/Hillgrove Ave
  - Prospect Ave/Hillgrove Ave
  - Central Ave/Hillgrove Ave
  - Woodland Ave/Hillgrove Ave
  - N Grand Ave/Hillgrove Ave
  - S Grand Ave/Hillgrove Ave
  - N Lawn Ave & Walnut St/Hillgrove Ave
  - S Lawn Ave/Hillgrove Ave
  - Wolf Road/Hillgrove Ave
  - Wolf Road / Burlington Ave
  - Lawn Ave / Burlington Ave
  - Grand Ave / Burlington Ave
- Counts will be taken on a Wednesday and Saturday.
- Development of design hour volumes for the AM and PM peak periods.
- Capacity analysis of existing traffic and projected traffic (2050).

Downtown circulation, safety, and operational analysis will be performed at the following locations:

- N Lawn Ave/Walnut St & Hillgrove Ave
- S Lawn Ave & Hillgrove Ave
- Wolf Rd & Hillgrove Ave
- One-way operations for Hillgrove and Burlington
- One-way operation for Walnut St
- Closure of Lawn Ave grade crossing to vehicle traffic

The Village shall furnish previous parking data/study to Consultant. The Consultant shall review previous parking data / study and perform supplement parking analysis of downtown streets considering future streetscape enhancements, potential traffic operational changes, and new/future downtown business.

Deliverables/Products:

- Recommendation of potential intersection, safety, and circulation improvements to consider as part of project elements
- Parking study supplemental memorandum
- Existing and future traffic exhibits will be prepared to summarize the review of the traffic data.
- Four-way stop warrants will be performed at all existing four-way stop intersections. Warrant reports will be included in the PDR under a separate task.
- Raw traffic count data

6 PUBLIC INVOLVEMENT

Public involvement in the form of public notifications, public informational meetings, and attendance of additional Village meetings will be conducted to satisfy the requirements of the Federal process and inform the community. The Public Informational Meeting held in an open house format is anticipated to present the project improvements, the results of agency coordination, and the project schedule to solicit feedback from stakeholders. The scope of work includes the following:

- Compile a list of property & business owner addresses with assistance from the Village and send one (1) notification via US Certified Mail.
- Support Village in development of project website and coordinate with the Village to provide project updates on their website
- Psomas staff will attend and facilitate one (1) public involvement meeting as required and provide the following:
    - Up to three language translations for handout brochures and display exhibits for use during the meeting.
    - Anticipated display exhibits include 2-D plan renderings and representational imagery. Perspective imagery, digital or hand drawn will be prepared, to inform public perception and solicit comment.
    - Up to one drone or perspective fly though video depicting the existing conditions and the proposed project will be produced for display at public meetings and village board/committee meetings.
    - Graphics prepared under Concept Refinement Task shall be utilized in this scope.
    - Documentation of the concerns and comments expressed by those at the meeting.
    - Responses to public comments.
    - Summary of the public involvement process to incorporate into the Project Development Report (PDR).
- With support from the Village, Psomas will establish a Hillgrove Ave Steering Committee. This steering committee is anticipated to meet once per month from contract commencement (July 2026) though IDOT Phase 1 approval (November 2027). Location and specific businesses, neighborhood leaders, and residents, will be coordinated with the Village and downtown businesses upon contract commencement. Anticipated businesses and community groups include, but is not limited to:
    - Western Springs Historical Society
    - Western Springs Park District
    - Western Springs Theater
    - Western Spring Public Works
    - Western Spring PD
    - Western Springs Fire Dept
    - Hillgrove Tap
    - Guac N Tacos
    - Spring Othrodontics
    - Davnti Enotecs
    - Top Driver School
    - Young Life Metro Southwest
    - Jolie, a dress boutique
    - Clarity Physical Therapy and Wellness Center
    - Metra Staff
    - BNSF
    - Community Bank of Western Springs
    - Colonial Barber Shop
    - Evolve health and wellness
    - Initially ewe
    - Jenna Crowther State Farm
    - SET Fitness
    - Streamline Physical Therapy & Rehab
    - Shear Envy

- Psomas will participate in up to five Village of Western Springs events. Specific events will be coordinated with Village. Anticipated events include, but not limited to,
    - July 22nd Jammin in July
    - Gather on the Green
    - August French Market
    - Village Touch a Truck Event
    - December 5 or 6 Santa Pictures/Winter Wonderland.

Additional events attendance beyond what is identified above shall be compensated at $5,000 / event.

Any official public meeting will adhere to the FHWA public meeting requirements that will be included in the PDR. Steering Committee meeting notes and other meeting notes with community members / events will be included in the PDR.

7 LIGHTING DESIGN

As part of the roadway, streetscape, and safety improvements, Psomas will perform conceptual lighting design throughout the project limits. The lighting design work will include:

- Integration of conceptual lighting plan from concept refinement
- Review of the existing lighting conditions within the project limits to determine the existing lighting conditions and maintenance responsibilities and make recommendations for the proposed condition.
- Determination of the appropriate requirements for lighting design based on IDOT standards.
- Evaluation of decorative lighting options. This includes incorporating uplighting as part of the holiday and overhead festival lighting.

Deliverables/Products:

- Plan view of proposed lighting and electrical system. Scroll Plot of entire corridor.

8 GEOMETRIC STUDIES AND PRELIMINARY PLAN

Upon evaluation of the existing conditions, results of the concept refinement, traffic analysis, and public outreach Psomas will perform a geometric study that focus on the following design elements:

- Upon completion of the concept refinements we will document the roadway typical section, considering pedestrian and bicyclist accommodations, parking modifications, and lane configurations.
- Intersection geometric evaluation, including design vehicle turning movements and sight triangle evaluation.
- Cross Section Studies (Grading): Prepare cross-sections and/or grading plans for evaluation of the improvements and potential impacts to right-of-way. A (up to one) representative cross section or grading plan per block will be provided in the PDR.
- ADA grading details at each intersection and pedestrian crossing within the project limits to satisfy IDOT requirements.

- Preparation of water and sewer replacement plans are in included in this task. Profile design and conflict coordination and resolution is not included at this time.

Deliverables:

- Intersection geometrics including design vehicle turning movements.
- Intersection sight triangle exhibits to identify clear obstruction areas to accommodate the proposed improvements and hardscape features.
- Psomas will prepare a design criteria table for review by IDOT. The anticipated design criteria will be based of IDOT "3R" criteria. Final determination of the design criteria will be determined at the FHWA coordination meeting.
- Psomas will prepare plan exhibits on an aerial background that shows the alternative and include the identification of all proposed right-of-way and temporary/permanent construction easements.
- The preferred alternative will be detailed in the plan and profile exhibits, 20-scale or 40 scale roll plots, with the topographic survey as the background, that will be included in the Project Development Report. Anticipated Plan sheets include:
  - Roadway Plan and Profile, Roll Plot (22'' x length, 40 scale)
  - Utility Plan and Profile, water and sewer, Roll plot (22'' x length, 40 scale)
  - Electrical Plan, Roll plot (22'' x length, 40 scale)
  - Urban Design and Landscape Plan, Roll plot (22'' x length, 40 scale)
  - One Urban Design and Landscape Plan for Hillgrove Ave from Grand Ave to Wolf Road (Roll Plot 22''x length, 20 scale)
  - Intersection Plans (9) (22''x34'', 20 Scale)
  - Stormwater Plans from V3 companies will be integrated into the above plan sheets.

9 TRAFFIC MANAGEMENT PLAN

A Transportation Management Plan (TMP) will be prepared to evaluate various maintenance of traffic alternatives to be included in the Phase I study. This scope of work includes the following as required:

- Completion of IDOT form D1OP0042.
- Prepare a brief description of the project.
- Identify various traffic management strategies considered which include the cost.
- Impact analysis to evaluate delays and queues, and determine the recommended strategies and mitigation measures to reduce the impacts on the project.
- Traffic Control Plan (TCP). This includes identifying efficient, maintenance free and quick options to close Hillgrove Ave.

Associated exhibits will be prepared as part of the TMP for IDOT's review and/or concurrence. Two (2) submittals (pre-final and final) to IDOT will be prepared.

10 CONSTRUCTION COST ESTIMATE

Psomas, with support from V3, will prepare a preliminary engineer's opinion of probable construction costs (EOPCC) of the proposed improvements utilizing IDOT pay items, standards, and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. Cost estimates will be produced during the concept refinement task as well as the PDR task.

11 PROJECT DEVELOPMENT REPORT

V3 will coordinate and provide the PDR. As requested, Psomas will provide specific necessary documentation from scope tasks herein to support the Project Development Report submittal to IDOT.

12 MEETINGS AND COORDINATION

Psomas will participate as requested in meetings led by V3. These meetings are in addition to meetings noted for the public involvement requirements. See V3 scope of work for details.

13 FUNDING APPLCIATIONS

Support for this task is included with the various scope items herein.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Western Springs	Cook	

Prime Consultant (Firm) Name	Prepared By	Date
V3 Companies	Bryce Corrigan, PE	3/5/2026

Consultant / Subconsultant Name	Job Number
Psomas	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**18**	**MONTHS**	**OVERHEAD RATE**	**176.66%**
START DATE	**6/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Western Springs	Cook	

Consultant / Subconsultant Name	Job Number
Psomas	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**1.83%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer II	$79.33	$80.78
Senior Engineer I	$72.00	$73.32
Project Engineer II	$68.33	$69.58
Transportation Planner II	$48.33	$49.22
Senior Transportation Planner	$76.00	$77.39
Design Engineer II	$51.00	$51.94
Design Engineer I	$48.33	$49.22
Technician	$40.00	$40.73
Landscape Designer I	$38.33	$39.03
Landscape Designer II	$42.00	$42.77
Senior Landscape Architect I	$66.67	$67.89
Office Admin	$40.33	$41.07

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	6	$500.00	$3,000.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Counts	Actutal Cost	1	$15,120.00	$15,120.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$18,120.00**

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 176.66%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection and Review		40	2,759	4,874	910		8,543	2.09%
Concept Refinement		260	14,996	26,493	4,949		46,438	11.35%
Utility Evaluation		24	1,849	3,267	610		5,726	1.40%
Crash Analysis		20	1,322	2,336	436		4,094	1.00%
Traffic Analysis	15,120	224	14,510	25,634	4,788		60,052	14.68%
Public Involvement	3,000	556	35,616	62,920	11,753		113,289	27.69%
Lighting Design		52	3,379	5,970	1,115		10,464	2.56%
Geometric Studies		620	39,741	70,207	13,115		123,063	30.08%
Traffic Management Plan		80	4,885	8,630	1,612		15,127	3.70%
Construction Cost Estimate		40	3,082	5,445	1,017		9,544	2.33%
Meetings and Coordination		52	4,111	7,263	1,357		12,731	3.11%
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Subconsultant DL					0.00			
TOTALS	18,120	1968	126,250	223,039	41,662	-	409,071	100.00%

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Concept Refinement			Utility Evaluation			Crash Analysis			Traffic Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer II	80.78	384.0	19.51%	15.76	8	20.00%	16.16	40	15.38%	12.43	12	50.00%	40.39				12	5.36%	4.33
Senior Engineer I	73.32	308.0	15.65%	11.47							12	50.00%	36.66				12	5.36%	3.93
Project Engineer II	69.58	252.0	12.80%	8.91	8	20.00%	13.92	40	15.38%	10.71									
Transportation Planner II	49.22	124.0	6.30%	3.10	8	20.00%	9.84							8	40.00%	19.69	100	44.64%	21.97
Senior Transportation Planner	77.39	144.0	7.32%	5.66	8	20.00%	15.48							12	60.00%	46.44	100	44.64%	34.55
Design Engineer II	51.94	112.0	5.69%	2.96															
Design Engineer I	49.22	72.0	3.66%	1.80															
Technician	40.73	40.0	2.03%	0.83															
Landscape Designer I	39.03	160.0	8.13%	3.17				60	23.08%	9.01									
Landscape Designer II	42.77	120.0	6.10%	2.61				60	23.08%	9.87									
Senior Landscape Architect I	67.89	192.0	9.76%	6.62	8	20.00%	13.58	60	23.08%	15.67									
Office Admin	41.07	60.0	3.05%	1.25															
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TOTALS		1968.0	100%	$64.15	40.0	100.00%	$68.97	260.0	100%	$57.68	24.0	100%	$77.05	20.0	100%	$66.12	224.0	100%	$64.78

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Involvement			Lighting Design			Geometric Studies			Traffic Management Plan			Construction Cost Estimate			Meetings and Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer II	80.78	160	28.78%	23.25	20	38.46%	31.07	60	9.68%	7.82	12	15.00%	12.12	20	50.00%	40.39	40	76.92%	62.14
Senior Engineer I	73.32	80	14.39%	10.55				160	25.81%	18.92	12	15.00%	11.00	20	50.00%	36.66	12	23.08%	16.92
Project Engineer II	69.58	40	7.19%	5.01	4	7.69%	5.35	160	25.81%	17.96									
Transportation Planner II	49.22										8	10.00%	4.92						
Senior Transportation Planner	77.39	16	2.88%	2.23							8	10.00%	7.74						
Design Engineer II	51.94				12	23.08%	11.99	80	12.90%	6.70	20	25.00%	12.98						
Design Engineer I	49.22				12	23.08%	11.36	40	6.45%	3.18	20	25.00%	12.30						
Technician	40.73							40	6.45%	2.63									
Landscape Designer I	39.03	60	10.79%	4.21				40	6.45%	2.52									
Landscape Designer II	42.77	60	10.79%	4.62															
Senior Landscape Architect I	67.89	80	14.39%	9.77	4	7.69%	5.22	40	6.45%	4.38									
Office Admin	41.07	60	10.79%	4.43															
TOTALS		556.0	100%	$64.06	52.0	100%	$64.99	620.0	100%	$64.10	80.0	100%	$61.06	40.0	100%	$77.05	52.0	100%	$79.06

NASHnal Soil Testing, LLC.
23856 W. Andrew Road, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

Mr. Kurt Corrigan
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Phone: 630-724-9200
E-mail: kcorrigan@v3co.com

3/2/2026
Proposal No. 2026-3513-028P

RE: Proposal for the Pavement Coring and Geotechnical Exploration Services for the Hillgrove Avenue Roadway and Streetscape Improvements at Hillgrove Avenue (between Wolf Rd. & Hampton Ave.) in Western Springs, IL-60558

Dear Mr. Corrigan;

We are pleased to submit a proposal for this project. We have reviewed scope of work you prepared and discussed the project with you as a basis for this proposal. Enclosed please find a description of our understanding of the project, and an estimate of our fee and our fee schedule.

NST is a full-service company, which provides geotechnical investigation, construction inspection, material testing and environmental services (Phase-I & Phase II) to clients in both the private and public sectors. Our principals have over 23 years of combined experience in the related fields. I personally am a registered professional engineer in over 7 states and have been providing subsurface soil investigations, construction inspection and material testing services to developers and contractors in multiple locations.

Project Description

We understand that you are design engineering services for Hillgrove Avenue Roadway and Streetscape Improvements project located on Hillgrove Avenue (between Wolf Road and Hampton Avenue) in Western Springs, IL. As you have requested, to understand the subsurface soils profile and pavement sections within the roadway/street, we will drill 7 soil borings to a depth of 10 feet each at the locations marked by you for soil borings and core at all 7 locations to determine the bituminous pavement thickness along with the aggregate base thickness in order to obtain preliminary geotechnical data to help plan your design. Additionally, as requested, we will perform two (2) percolation tests at the surface at the two locations marked by you.

It is important for you to understand that during the drilling and access to the proposed area, any the existing surface, landscaping and grass in the vicinity and the access area will be damaged by our equipment. NST should not be held responsible for the repair of the damaged grounds/grass and landscaping. Additionally, if due to any unforeseen conditions, additional trips are required to drill the job, an additional mobilization fee will be charged.

Scope of Services

As you requested, we will drill seven (7) soil borings to a depth of 10 feet each below existing grade and perform two (2) percolation/infiltration tests at the locations specified by you. Surface elevations at each boring location will be determined by our field crew and referenced to a convenient on-site or nearby benchmark or established using GPS coordinates.

Before we drill, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L. I. E., does not charge for this service, but will also not locate private underground utility lines within property. If there are private underground utility lines where we are to drill, we recommend that your organization contact a private locating company, which will charge for its services. At this time, we have not made an allowance for a private locating firm in our estimate of fees for this project. If we must contact a private locating firm or if private locating firm is hired, we would pass along their fees at cost plus 15%.

We will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM: D 1586). Our crew will maintain logs noting the drilling and sampling methods and groundwater levels.

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

Laboratory Testing

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer).

If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we would contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of pavement construction. We will discuss site preparation and excavation, including the placement of fill or backfill.

Our report will conclude with a discussion of construction considerations related to pavement construction and earthwork on this site with IDOT Geotechnical Exploration requirements.

Fees

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with cuttings and plug the surface with bituminous cold patch, if required

Based on the scope of work described above, we will charge the following fees.

Mobilization/demobilization of men & equipment	$ 1,500.00
7 borings, 70 total lineal feet of drilling, routine sampling	$ 3,060.00
Laboratory testing of 28 samples (w% & Qp)	$ 280.00
Laboratory testing of 14 samples (Unit Weight)	$ 210.00
Geotechnical Exploration Report & logs	$900.00
Sub Total Geotechnical Exploration	**$ 7,000.00**
7 Pavement Cores	**$1,400.00**
2 Percolation/Infiltration Tests	**$4,000.00**
Total	**$12,400.00**

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase in our fees will be in accordance with the unit prices shown on the enclosed fee schedule. If additional trips are required to drill the job, an additional mobilization fee will be charged.

Work Schedule

The utility locating will require three days following your authorization. We estimate that drilling will take one working day to complete. Laboratory testing will require an additional three days following drilling. We may submit copies of the boring logs at the completion of laboratory work and also provide verbal recommendations to the Structural Engineer to allow them to start on their design prior to receiving our formal report. Following completion of the testing, we would then prepare the soil report. We anticipate starting drilling sometime in the week of 3/29/2026, if that is not possible, we will inform you in writing.

Environmental Concerns

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, nor environmental testing of the soil or groundwater. Environmental services can be provided if you desire.

Mr. Kurt Corrigan 3/2/2026
Hillgrove Avenue Roadway and Streetscape Improvements Proposal No. 2025-3513-027P
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

Authorization

We are submitting this proposal in two copies for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as our authorization to proceed.

We have enclosed with this proposal a copy of our General Conditions. The terms contained in the General Conditions are incorporated herein and are an integral part of this contract for professional engineering services. ACCEPTANCE OF THIS PROPOSAL BY AUTHORIZED SIGNATURE, VERBAL AUTHORIZATION, OR ISSUANCE OF A PURCHASE ORDER, INDICATES THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL, INCLUDING THE GENERAL CONDITIONS.

Mobilization/demobilization for 7 soil borings 70 lineal feet of drilling and sampling, routine laboratory testing, and the geotechnical exploration report with logs	**$ 7,000.00**
7 Pavement Cores	**$1,400.00**
2 Percolation/Infiltration Tests	**$4,000.00**
Total	**$12,400.00**

If you have any questions regarding this proposal, please contact us.

Sincerely,
Engineering Testing Laboratories

Umar T. Ahmad, P.E.
Senior Project Engineer

Enclosures:
Important Information regarding your Geotechnical Engineering Proposal
General Conditions for Geotechnical Engineering

ACCEPTED
DATE:_____

FIRM: V3 Companies

AUTHORIZED NAME: _____

WHEN ACCEPTED PLEASE SIGN *THIS* COPY AND *RETURN* IT TO OUR *OFFICE.* THANK YOU.
(Please print)

AUTHORIZED SIGNATURE:_____

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. Following are some suggestions and observations to help you manage your risks.

Have Realistic Expectations
If you have not dealt with geotechnical issues before, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by consulting geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, how they will react to construction activity, and appropriate design of foundations, slopes, impoundments, and other construction elements. Even under optimal circumstances, actual subsurface conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

Develop The Subsurface Exploration Plan With Care
The nature of a subsurface exploration program - the types, quantities, and locations of procedures used plays a large role in determining the effectiveness of a geotechnical engineering report and the design based upon it. The more comprehensive a subsurface exploration plan, the more information it provides to the geotechnical engineer, helping the engineer reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered. Geotechnical design begins with development of the subsurface exploration plan, a task that should be accomplished jointly by you and/or your professional representatives and the geotechnical engineer. Mutual development helps assure that all parties involved recognize one another's concerns and the available technical options. Clients who develop a subsurface exploration plan without the involvement of their geotechnical engineers may be required to assume responsibility - and liability - for the plan's adequacy.

Read General Conditions Carefully
Most consulting geotechnical engineers include their standard general contract conditions in their proposals, and it is common for one of these conditions to limit the engineer's liability. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise.
Various other elements of the general conditions explain the geotechnical engineer's responsibilities, in order to help prevent confusion and misunderstandings, and assist all parties in recognizing who is responsible for different tasks.
In all cases, read the geotechnical engineer's general conditions carefully. Speak with the geotechnical engineer about any questions you may have.

Have The Geotechnical Engineer Work with Other Design Professionals
Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid misinterpretations, retain your geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. Ask the geotechnical engineer to explain report implications to those design professionals affected by them, and to review other design professionals' plans and specifications to consider the manner in which they have incorporated geotechnical issues. Although other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

Realize That Environmental Issues Have Not Been Addressed
If you have requested a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice always to have a site reviewed from an environmental viewpoint. A geotechnical engineer cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING

I. Scope of Work,

NASHnal Soil Testing, LLC (hereinafter called NST) shall perform the services defined in this contract and shall invoice the client for those services at the rates shown on the attached FEE SCHEDULE. Any estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract. NST will provide additional services under this contract, as required to complete the engineering assignment, and/or as authorized by the Client and requested by the Client with charges for those additional services at the stated rates.

II. Soil Boring Locations and Elevations

It is desirable for NST to use its expertise in determining the number, depth, and locations of borings. However, it is understood that the Client may specify the number, location, or depth of borings. NST agrees to follow the Client's specifications to the extent practical. If the Client specifies the number, depth or locations of borings, Client agrees to accept the risk associated therewith, and agrees to indemnify and hold harmless NST from the claims of others arising there from. To the extent that the Client does not specify the number, locations, or depth of borings, such will be selected by NST personnel. NST will determine the ground surface elevations at the boring locations. If a benchmark is not available on the site, the elevations may be estimated from the topographic map (if one is provided). In using survey data provided by the Owner (for horizontal and vertical control), NST assumes no liability or responsibility to verify the accuracy of the survey data; we assume the survey data and/or benchmark elevations are correct as given. When NST uses a benchmark provided by the local municipality, county, or the state, we likewise assume no liability or responsibility in verifying the correctness of the elevation.

Since NST does not practice in the profession of land surveying, boring locations will be located in the field within the accuracy feasible. When the property lines are not surveyed and staked it may be necessary to approximately locate the borings by reference to available landmarks and landforms. In some cases, NST will request the Owner to either survey the boring locations before drilling starts, or after the completion of drilling. Such surveying will be carried out at no cost to NST. The boring locations shown on the Soil Boring Location Diagram are to be considered as approximate locations only.

III. Access to Site

Unless otherwise agreed, the Client will furnish NST with right-of-access to the site in order to conduct the planned exploration or field service. NST will take reasonable precautions to minimize damage due to its operations. NST has not included in the estimated charges the cost of restoration of any damage resulting from the operations, and will not be liable for such damage, If the Client directs, NST will restore the site and add the cost of restoration to the charges in accordance with personnel and equipment rates indicated on the FEE SCHEDULE.

IV. Utilities

In the prosecution of the work, we will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures, which are not called to our attention and correctly shown or described on the documents furnished.

V. Discovery of Unconfirmed Pollution, Notification to the State

If we observe a substance at the ground surface, in a boring or an excavation, or if we observe a substance in contact with or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Illinois Emergency Management Agency, in accordance with the provisions of Title 29, Chapter I, Subchapter D, Part 430, (29-IAC-430) "Emergency Response." It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. The requirements of this statute supersede the usual practice of client confidentiality, and Client agrees to hold NST harmless from any consequences arising from such notification.

VI. Invoices

a. Invoices will be submitted once a month or services performed during the prior month, Payment is due upon presentation and is past due alter thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. The Client shall provide NST with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to provide NST with a clear written statement within fifteen (15) days shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent *(1'12%)* per month eighteen percent (18%) annually on past due accounts but not to exceed the maximum rate by law. The billing rates as described in the Agreement will be increased on the anniversary of the effective date of this agreement.

b. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which NST is not involved, or upon the Client's successful completion of the project. It is agreed that all expenses incurred by NST in liens or collecting a delinquent amount, including but not limited to reasonable attorneys' fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, shall be paid to NST by the Client in addition to the delinquent amount.

VII. Ownership of Documents

NST will furnish two (2) copies of each report to the Client. The Client will be billed for additional copies at the cost of $25.00 per copy.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by NST, as instruments of service, shall remain the property of NST.

Client agrees that all reports and other work furnished to the Client or his agents who are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever.

NST will not retain any records relating to the services performed following submission of the report.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 10.A.

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner
RE: [Previously discussed] 2026 Official Zoning Map (Omnibus Item)

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended the approval of the 2026 Official Zoning Map. The Village Board reviewed the draft ordinance and map at their meeting on April 13, 2026, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

The Village of Western Springs' Community Development Department has prepared the 2026 Official Zoning Map for review and recommendation by the Planning and Zoning Committee and for adoption by the Corporate Authorities. The Illinois Municipal Code 65 ILCS 5/11-13-19 requires that a municipality adopt and publish a new zoning map annually by March 31. The published zoning map should include and acknowledge existing zoning, boundary changes (i.e. annexations), zoning map amendments, and subdivisions that have been approved the preceding year.

Sec. 11-13-19. Except as otherwise provided in this section, the corporate authorities shall cause to be published no later than March 31 of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year. The first map published in 1960 shall reflect all zoning uses, divisions, restrictions, regulations and classifications in effect on and prior to December 31, 1959. If in any calendar year after the first map is published, there are no changes in zoning uses, divisions, restrictions, regulations and classifications in such municipality, no map shall be published for such calendar year. The map published by the corporate authorities shall be the official zoning map. The corporate authorities may establish a fee charged any person desiring a copy of such map. Such fee shall be paid to the appropriate zoning officer and shall be applied to defray the cost of publication of the official map.

For clarification purposes, any changes being incorporated into the official zoning map have already received Plan Commission and/or Board of Zoning Appeals recommendations and have also been authorized, approved and adopted by the Corporate Authorities. There is no express

legal requirement that the Plan Commission review the zoning map, but staff believes that it is prudent that the Planning and Zoning Committee be included in this process because of their advisory role.

In 2025, there were five approvals that impacted the Zoning Map. Note that this requirement is only for the static zoning map (via PDF); the Village's interactive zoning map is updated in real time as zoning changes are approved by the Village Board.

The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended approval of the 2026 Official Zoning Map. The Village Board reviewed the draft ordinance and map at their meeting on April 13, 2026, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Attachments

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1. Ordinance - An Ordinance approving an updated version of the Village of Western Springs Official Zoning Map pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 And 11-13-19) and Section 10-5-3 (Zoning Map) of the Western Springs Municipal Code

Financial Impact

None.

Recommended Motion

I move to approve the 2026 Official Zoning Map.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Ordinance

ORDINANCE NO. 26-_____
VOTE:
AYES:
NAYS:
ABSTAIN:
DATE: April 27, 2026.
OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING AN UPDATED VERSION OF THE VILLAGE OF WESTERN SPRINGS OFFICIAL ZONING MAP PURSUANT TO SECTIONS 11-12-6, 11-12-7 AND 11-13-19 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-12-6, 11-12-7 AND 11-13-19) AND SECTION 10-5-3 (ZONING MAP) OF THE WESTERN SPRINGS MUNICIPAL CODE.

WHEREAS, pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and Section 10-5-3 (Zoning Map) of the Development Control Ordinance of the Western Springs Municipal Code ("DCO"), the President and Board of Trustees of the Village of Western Springs (the "Village Board") desire to approve and adopt an updated version of the Official Zoning Map consisting of the entire land area located within the corporate boundaries of the Village of Western Springs, as described in the Comprehensive Land Use Plan approved by the Corporate Authorities under Ordinance No. 03-2226 on February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the "2011 Western Springs Downtown Redevelopment Plan") and by Ordinance No. 22-3074 dated April 25, 2022, as part of the adoption of the "2022 Land Use Plan Amendments", and which contains all of the map amendments, conditional use permits and planned unit developments that have been approved since the last time the Official Zoning Map was updated. A copy of the updated Official Zoning Map dated March 11, 2026 is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, in accordance with 65 ILCS 5/11-12-6, the attached Official Zoning Map contains or incorporates by reference the standard requirements of the municipality relating to size of streets, alleys, public ways, parks, playgrounds, school sites, other public grounds, and ways for public service facilities; the kind and quantity of materials which shall be used in the construction of streets and alleys; and the kind and quality of materials for public service facilities as may be consistent with Illinois Commerce Commission or industry standards, and the standards required for drainage and sanitary sewers, and collection and treatment of sewage. The Official Zoning Map is drawn to scale, is reasonably accurate, and shows the north point, section lines and numbers, and streams, all of which are incorporated into this Ordinance; and

WHEREAS, at a public meeting held on April 7, 2026, the Planning and Zoning Committee (the "Committee") reviewed and discussed the attached version of the Official Zoning Map and received input from the Village staff and provided an opportunity for public input, and then recommended that the Official Zoning Map be approved by the Village Board so that it can be placed with the Village Clerk's Office and made available to the public for inspection and photocopying; and

WHEREAS, at public meetings held on April 13, 2026 and April 27, 2026, the Village Board reviewed and discussed the attached version of the Official Zoning Map as well as considering the input of Village staff and the recommendation of the Committee with regard to the approval of the Official Zoning Map, and provided an opportunity for public input on the updated Official Zoning Map; and

WHEREAS, pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and Section 10-5-3 (Zoning Map) of the DCO, the President and Board of Trustees of the Village of Western Springs desire to approve the attached version of the Official Zoning Map for the Village of Western Springs.

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

SECTION 1. Incorporation. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Authority. Pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19), the **Official Zoning Map dated March 11, 2026**, attached hereto as **Exhibit "A"** and made a part hereof, is approved and established as the "Official Zoning Map" for the Village of Western Springs, and shall serve as the "Official Zoning Map" referenced in Section 10-5-3 (Zoning Map) of the Western Springs Municipal Code and throughout other sections of the Code.

SECTION 3. Repealer. All previously adopted Ordinances, approving prior versions of the Official Zoning Map, are repealed, with the "Official Zoning Map" attached hereto as **Exhibit "A"** superseding and taking the place of any Official Zoning Maps attached to said repealed ordinances.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois at a Regular Meeting thereof, held on the 27th day of April, 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

This Ordinance was published by me in pamphlet form on the 27th day of April, 2026.

_____
Edward Tymick, Village Clerk

Exhibit "A"

Official Zoning Map
dated March 11, 2026

(attached)

Attachment 1

VILLAGE OF Western Springs

2026 Official Zoning Map

0 250 500 1,000 1,500 2,000 2,500 Feet

ADOPTED BY THE VILLAGE OF WESTERN SPRINGS

Date 03/11/2026 Village President

ATTEST:

Acting Village Clerk (SEAL)

DISCLAIMER: This drawing is neither a legally recorded map nor a survey, and is not intended to be used as such. This drawing is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Western Springs shall not be responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Western Springs Community Development Department.

Legend

C1	*village center - commercial district*
C2	*community shopping district*
MXD	*mixed use commercial - residential district*
ORI	*office research and limited industrial district*
O	*limited office district*
A	*single family residence*
R1	*single family residence*
R2	*single family residence*
R2PUD	*residential planned unit development*
R3	*two-family residence*
R4	*multi-family residence*
R4PUD	*residential planned unit development*
SFA	*single family attached residence*
MGL	*municipal and governmental land district*
CU	*existing conditional use (refer to Community Development Dept. for more information)*
	parks
	corporate limits

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 Ordinance now on file in my office, entitled:

ORDINANCE NUMBER 26-_____

AN ORDINANCE APPROVING AN UPDATED VERSION OF THE VILLAGE OF WESTERN SPRINGS OFFICIAL ZONING MAP PURSUANT TO SECTIONS 11-12-6, 11-12-7 AND 11-13-19 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-12-6, 11-12-7 AND 11-13-19) AND SECTION 10-5-3 (ZONING MAP) OF THE WESTERN SPRINGS MUNICIPAL CODE

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 2026.

I further certify that the vote on the question of the passage of the said Ordinance 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 Ordinance, 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 27th day of April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 10.B.

To: Board of Trustees
From: Heather Valone, AICP, Director of Community Development
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Jeff Koza, Director of Engineering Services, Kelsey Fawell, Senior Planner, Anne Skrodzki, Village Attorney
RE: [Previously discussed] Acceptance of Public Improvements, 4300 Franklin Western Springs, LLC. (Omnibus Item)

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended approval and acceptance of the public improvements within the 43rd Street right-of-way between Franklin and Howard Avenues. The Village Board reviewed the request at their meeting on April 13, 2026, and directed staff and the Village Attorney to finalize the resolution for consideration.

Summary

On February 10, 2025, the Village Board approved Resolution No. 25-2867 titled "A Resolution Authorizing the Approval and Execution of an Assignment, Assumption and Consent Agreement for the Removal of a Public Sidewalk and Certain Public Parking Spaces, Installation of a New Public Sidewalk and Restoration of 43rd Street Right-of-Way at the 4300 Howard Avenue Property in the Village of Western Springs (Lots 1, 8 and 9 in Field Park Subdivision) and a Related Redevelopment Agreement to Be Entered Into by and Between the Village of Western Springs, Illinois and 4300 Franklin Western Springs LLC to Allow for the Completion of Such Work" ("Resolution No. 25-2867").

Resolution No. 25-2867 entered the Village of Western Springs into a redevelopment agreement for the redevelopment of the property addressed as 4300 Howard Avenue ("Subject Property") and for the completion of certain public improvements within the 43rd Street right-of-way bounded between Franklin and Howard Avenues with Molly and Bill Dvorak, 4300 Franklin Western Springs, LLC ("Developer"). The redevelopment agreement included provisions for the removal of on-street head-in parking, abandonment of a catch basin within the head-in parking area, and removal of public sidewalk—partially located on private property—to allow for reconstruction of a traditional residential parkway. This included curb, gutter, public sidewalk fully on public property, and parkway trees. Please note that the redevelopment agreement allows for the parkway trees to be installed at the time the single-family house is constructed. The Developer has submitted permits to construct two

single-family houses that are currently in the permit review process. Installation of the trees will be required as part of the single-family house permit prior to issuance of a certificate of occupancy.

The Developer has completed the public improvements, which have been reviewed and inspected by Village staff. The Developer is requesting that the improvements be accepted by the Village. Per Section 9B of the redevelopment agreement, the Developer is required to submit a letter of credit for 10% of the cost of the public improvements for a two-year warranty period. Village staff has reviewed and inspected the public improvements and is recommending acceptance of the improvements. The Planning and Zoning Committee reviewed this item at their meeting on April 7, 2026, and recommended approval. The Village Board reviewed the request at their meeting on April 13, 2026, and directed staff and the Village Attorney to finalize the resolution for consideration.

Attachment

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1. Resolution - A Resolution Authorizing And Approving A Bill Of Sale For The Acceptance Of The Completed Public Improvements As Part Of The Redevelopment Agreement By And Between The Village Of Western Springs, Illinois And 4300 Franklin Western Springs LLC For The Demolition Of Church, Abrogation Of Easement And Restoration Of 43rd Street Right-Of-Way.

Financial Impact

None

Recommended Motion

I move to approve and accept the public improvements within the 43rd Street right-of-way between Franklin and Howard Avenues.

Strategic Plan Alignment

Community Planning and Economic Development.

File Attachments

1. Resolution

RESOLUTION NO. 26-_____

VOTE: _____
AYES: _____
NAYS: _____
ABSTAIN:
ABSENT: _____
DATE: April 27, 2026.

A RESOLUTION AUTHORIZING AND APPROVING A BILL OF SALE FOR THE ACCEPTANCE OF THE COMPLETED PUBLIC IMPROVEMENTS AS PART OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND 4300 FRANKLIN WESTERN SPRINGS LLC FOR THE DEMOLITION OF CHURCH, ABROGATION OF EASEMENT AND RESTORATION OF 43RD STREET RIGHT-OF-WAY.

WHEREAS, with the passage of Resolution No. 25-2867 (A Resolution Authorizing The Approval And Execution Of An Assignment, Assumption And Consent Agreement For The Removal Of A Public Sidewalk And Certain Public Parking Spaces, Installation Of A New Public Sidewalk And Restoration Of 43rd Street Right-Of-Way At The 4300 Howard Avenue Property In The Village Of Western Springs (Lots 1, 8 And 9 In Field Park Subdivision) And A Related Redevelopment Agreement To Be Entered Into By And Between The Village Of Western Springs, Illinois And 4300 Franklin Western Springs LLC To Allow For The Completion Of Such Work) on February 10, 2025, the President and Board of Trustees of the Village of Western Springs (the "Village Board") approved a Redevelopment Agreement for the redevelopment of the real property located at 4300 Howard Avenue and completion of certain public improvements within the 43rd Street right-of-way bound between Franklin and Howard Avenues with Molly and Bill Dvorak, 4300 Franklin Western Springs, LLC (collectively, the "Developer"); and

WHEREAS, the public improvements consist of: (a) the removal and disposal of the existing public sidewalk and construction of a new replacement public sidewalk and new curb and gutter improvements and installation of new parkway, parkway trees, and sidewalk parkway trees along and within the Village's 43rd Street right-of-way by the Developer, at its cost, in a typical parkway placement location, as approved by the Village Engineer (the "Sidewalk Removal and Replacement/Relocation Work"); (b) the removal and disposal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost (the "Parking Space Removal Work"); and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost (the "Parkway Restoration Work"), which are defined in more detail in the Redevelopment Agreement and Resolution No. 25-2867 (collectively, the "Public Improvements"); and

WHEREAS, the Developer has completed the Public Improvements and the Village has completed the inspections of the Public Improvements and now the Developer has requested that the Village accept title and ownership of the Public Improvements in accordance with the document title "BILL OF SALE FOR THE PUBLIC IMPROVEMENTS In the Redevelopment Agreement by and Between The Village of Western Springs, Illinois and 4300 Franklin Western Springs LLC for the Demolition of Church, Abrogation of Easement and Restoration of 43rd Street Right-of-Way ("43RD STREET RIGHT-OF-WAY RECONFIGURATION")", which was attached the Redevelopment Agreement as **Exhibit "F"** and a copy of which is attached to this Resolution as **Exhibit "A"** ("Bill of Sale"); and

WHEREAS, at an open public meeting held on April 7, 2026, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the Development and the related Bill of Sale, and

received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April 7, 2026 meeting, the Committee recommended that the Village Board approve the Bill of Sale; and

WHEREAS, at open public meetings held on April 13, 2026 and April 27, 2026, the Village Board reviewed and discussed the Committee's recommendation regarding the Development and the related Bill of Sale, and received input from the Village staff on the matter and provided an opportunity for public input on the matter. At its April 27, 2026 meeting, the Village Board accepted the Committee's recommendation regarding approval of the Bill of Sale; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and in accordance with Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) and other applicable provisions of the Village's Development Control Ordinance ("DCO") of the Western Springs Municipal Code and the statutory and constitutional authority 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 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, the President and Board of Trustees of the Village of Western Springs find that it is protective of the health, welfare and safety of and in the best interests of the Village of Western Springs ("Village") and its residents, business owners and property owners to accept the Public Improvements and approve the Bill of Sale.

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 Bill of Sale and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Bill of Sale for the Public Improvements (the "Bill of Sale"), substantially in the form attached hereto as **Exhibit "A"** and made a part hereof. In addition, the Village Board authorizes and directs the President and Village Clerk, or their designees, to execute the final version of the Bill of Sale, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3. Posting of Performance Letter of Credit by Developer. Per Section 9(B) of the Redevelopment Agreement, the Developer is required to submit to the Village a performance letter of credit (the "LOC") to the Village for a two (2) year warranty period from the approval date of this Resolution. The Developer is responsible for requesting a close out inspection at least thirty (30) calendar days prior to the expiration date of the LOC. The completion of a satisfactory inspection will authorize the Village Manager to release the LOC.

SECTION 4. Pursuant to Subsections 9(E and F) of the Redevelopment Agreement, the Village shall retain ten percent (10%) of the value of the initial Performance Letter of Credit ("LOC") posted by the Developer for the Development for a two (2) year warranty period after the Village's issuance of the Certificate of Completion of the Public Improvements (the "Developer Security" or "Site Management Bond"). The Developer Security shall be released by the Village to the Developer after the 2-year warranty expires, provided that the Developer Security is not used to perform any warranty-related repair or

restoration work. The warranty-related repair or restoration work shall include

work necessary to remedy of any defect or damage to the Public Improvements in accordance with the conditions of the Village-issued building permit for either platted lot within the Development having frontage on 43rd Street. The 2-year warranty period covers the public hardscape improvements and the soil / backfill compaction within the parkway area and does not cover the condition of the grass within the sodded parkway area upon acceptance of the Public Improvements. After acceptance, the condition of the grass and its maintenance within the sodded parkway area is the responsibility of the new homeowners, and any damage to the grass or the parkway area caused by the Development will be brought back to original condition by the Developer once the construction process is done and part of the temporary or final certificate of occupancy per the Village building requirements.

SECTION 5. Repealer; Severability. All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed, and each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 27th day of April, 2026, and approved by me as Village President on the same day.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Edward Tymick, Village Clerk

Exhibit "A"

BILL OF SALE FOR THE PUBLIC IMPROVEMENTS
In the Redevelopment Agreement by and Between
The Village of Western Springs, Illinois and
4300 Franklin Western Springs LLC for the Demolition of Church,
Abrogation of Easement and Restoration of 43rd Street Right-of-Way
("43RD STREET RIGHT-OF-WAY RECONFIGURATION")

(attached)

BILL OF SALE

**FOR THE PUBLIC IMPROVEMENTS IN
THE REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND
4300 FRANKLIN WESTERN SPRINGS LLC FOR THE DEMOLITION OF CHURCH,
ABROGATION OF EASEMENT AND RESTORATION OF 43RD STREET RIGHT-OF-WAY
("43RD STREET RIGHT-OF-WAY RECONFIGURATION")**

The Developer, 4300 FRANKLIN WESTERN SPRINGS LLC, an Illinois limited liability company (the "Developer"), improved the below-described real property within the Village of Western Springs ("Village") based on a Village-approved amended site plan for the reconfiguration of the right-of-way adjacent to the property known as 4300 Howard Avenue. The Development is located on real property commonly known as the southern portion of the 43rd Street right-of-way between Franklin Avenue and Howard Avenue, and generally described as follows:

> 43RD STREET RIGHT OF WAY BETWEEN FRANKLIN AVENUE AND HOWARD AVENUE IN WESTERN SPRINGS, COOK COUNTY, ILLINOIS. (hereinafter referred to as the "Subject Property").

In 2025, the Village issued a certificate of completion for the Subject Property per the Redevelopment Agreement approved in Western Springs Resolution No. 25-2867.

In accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code and the provisions of Western Springs Resolution No. 25-2867, the Developer has constructed and installed certain infrastructure and other public improvements, consisting of (a) the removal and disposal of the existing public sidewalk and construction of a new replacement public sidewalk and new curb and gutter improvements and installation of new parkway, parkway trees, and sidewalk parkway trees along and within the Village's 43rd Street right-of-way by the Developer, at its cost, in a typical parkway placement location, as approved by the Village Engineer (the "Sidewalk Removal and Replacement/Relocation Work"); (b) the removal and disposal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost (the "Parking Space Removal Work"); and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost (the "Parkway Restoration Work"), as further described in Western Springs Resolution No. 25-2867 (collectively the "Accepted Public Improvements"), as part of the Development, and now agrees to transfer title, ownership, maintenance and rights use to the Accepted Public Improvements to the Village, subject to: the Village shall retain ten percent (10%) of the value of the initial Performance Letter of Credit ("LOC") posted by the Developer for the Development with the Village for a two (2) year warranty period after the Village's issuance of the Certificate of Completion of the Public Improvements (the "Developer Security" or "Site Management Bond"). The Developer Security shall be released by the Village to the Developer after the 2-year warranty expires, provided that the Developer Security is not used to perform any warranty-related repair or restoration work. The warranty-related repair or restoration work shall include work necessary to remedy of any defect or damage to the Public Improvements in accordance with the conditions of the Village-issued building permit issued for either platted lot within the Development having frontage on 43rd Street. The

2-year warranty period covers the public hardscape improvements and the soil / backfill compaction within the parkway area and does not cover the condition of the grass within the sodded parkway area upon acceptance of the Public Improvements. After acceptance, the condition of the grass and its maintenance within the sodded parkway area is the responsibility of the new homeowners, and any damage to the grass or the parkway area caused by the Development will be brought back to original condition by the Developer once the construction process is done and part of the temporary or final certificate of occupancy per the Village building requirements.

The Developer, in consideration of Ten and No/100 Dollars ($10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership, maintenance and rights use to the Village of Western Springs, an Illinois municipal corporation, of the Accepted Public Improvements located within the Development in accordance with the provisions of Western Springs Resolution No. 25-2867. The Accepted Public Improvements shall be owned, used and maintained by the Village as Village-owned public improvements in accordance with the provisions of Western Springs Resolution No. 25-2867.

The Developer covenants to the Village that: (1) the Developer is the lawful owner of the Accepted Public Improvements; (2) the Accepted Public Improvements are free from all liens and encumbrances; (3) the Developer has the right to convey title to the Accepted Public Improvements; (4) the Developer will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the Accepted Public Improvements; and (5) the execution of this Bill of Sale by the Developer has been properly authorized by the required corporate actions.

IN WITNESS WHEREOF, the Developer, pursuant to its corporate authority and direction given to it, has signed and sealed this Bill of Sale this ___ day of _____, 20_____.

DEVELOPER:

By:_____ Date: ___ day of _____, 20__.

Melinda Dvorak, Manager
authorized representatives of 4300 Franklin Western Springs, LLC

Signed and Sworn to Before Me this _____ day of _____, 20____.

By:_____

Notary Public

Village of Western Springs Acceptance

The Village of Western Springs, by action of its Corporate Authorities, accepts the conveyance of title to and ownership of and maintenance responsibility for the Accepted Public Improvements identified above, and consents to the terms, provisions and obligations set forth in this Bill of Sale.

ATTEST:

By:_____
Heidi Rudolph, Village President
Village of Western Springs

Dated this ___ day of _____, 20__.

By:_____
Edward Tymick, Village Clerk
Village of Western Springs

Dated this ___ day of _____, 20___.

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 AUTHORIZING AND APPROVING A BILL OF SALE FOR THE ACCEPTANCE OF THE COMPLETED PUBLIC IMPROVEMENTS AS PART OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND 4300 FRANKLIN WESTERN SPRINGS LLC FOR THE DEMOLITION OF CHURCH, ABROGATION OF EASEMENT AND RESTORATION OF 43RD STREET RIGHT-OF-WAY

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 2026.

I further certify that the 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:_____

ABSTAIN: _____

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 27th day of April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.A.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager
RE: National Drinking Water Week 2026 Proclamation (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 7, 2026 and recommended to proclaim May 3-9, 2026 as National Drinking Water Week and urge all citizens to help protect our source waters from pollution and practice water conservation. The item was also reviewed by the Village Board of Trustees at a meeting held on April 13, 2026.

Summary

In 1908, Jersey City, New Jersey became the first city to routinely disinfect community drinking water. In 1988, the American Water Works Association (AWWA) brought forth a congressional resolution honoring the first week of May as National Drinking Water Week, which was sponsored and signed by President Ronald Reagan.

For more than 40 years, the American Water Works Association and its members have used this week as a unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives.

Financial Impact

No Financial Impact.

Recommended Motion

I move to proclaim May 3-9, 2026 as National Drinking Water Week and urge all citizens to help protect our source waters from pollution and practice water conservation.

Strategic Plan Alignment

File Attachments

1. National Drinking Water Week 2026 Proclamation

PROCLAMATION
DRINKING WATER WEEK- MAY 3 - 9, 2026

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy in Western Springs; and

WHEREAS, the hard work performed by the Municipal Services Water Division and Public Works teams, the entire water sector, engineers designing capital projects, operators ensuring the safety and quality of drinking water, or a crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of the Village of Western Springs are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.

NOW, THEREFORE, we, the members of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, acting by and through the Village President, do hereby proclaim May 3-9 2026, as Drinking Water Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this _____ day of _____, 2026.

_____
Village President

ATTEST:

_____
Village Clerk

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.B.

To: Board of Trustees
From: Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, Heather Valone, AICP, Director of Community Development
RE: [Previously discussed] Hillgrove Avenue Improvements, Hampton Avenue to Wolf Road, Preliminary Engineering Phase 1 proposal from V3 Companies (Omnibus Item)

Recommendation

The Public Works and Water Committee and Infrastructure Commission reviewed this item at their joint meeting on April 7, 2026 and recommended the approval of an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services. This item was also reviewed by the Village Board of Trustees at a meeting held on April 13, 2026.

Summary

As discussed during the Board Strategic Plan Session, Hillgrove Avenue is in need of both infrastructure and aesthetic enhancements. The Board specifically prioritized this area at that time. The first step is to begin Phase 1 engineering services for this Hillgrove Avenue Improvements project and a proposal will be presented to the Village Board later this month for consideration and approval.

The project encompasses a comprehensive transformation of the Hillgrove Avenue corridor between Hampton Avenue and Wolf Road, with a significant focus on the area surrounding the Tower Green. This effort will evaluate opportunities to enhance the pedestrian environment, improve safety and circulation, create new public space and streetscape features, and reinforce the sense of place in this central civic area. The project will also address all infrastructure within the reconstruction limits, including sanitary sewers, water main and water services, electrical systems, and storm sewers. This full corridor, multidisciplinary approach aligns directly with the recently completed Village of Western Springs Capital Improvement Plan and is consistent with the goals set by the Village Board in the Strategic Plan, which emphasizes reinvestment in public infrastructure, enhancement of the downtown district, and long-term community vitality. The preliminary project cost estimate is approximately $11,678,000.

As part of the Phase 1 process, Village staff and the consultant team will also review and refine the concepts established in the Village's 2016 Downtown Revitalization study. Those concepts envisioned improving connectivity and circulation through the downtown, strengthening the relationship between Hillgrove Avenue, Burlington Avenue, and the Tower Green, and

enhancing the pedestrian experience with upgraded materials, lighting, streetscape furnishings, landscaping, and way-finding elements. These ideas will serve as a foundation during Phase 1 as the project team evaluates urban design options, considers traffic and circulation adjustments, and updates the aesthetic and functional vision for the corridor.

Phase 1 engineering will follow the Illinois Department of Transportation's Bureau of Local Roads procedures and will include surveys, environmental documentation, traffic and safety evaluations, drainage analysis, community engagement, and development of the Project Development Report. The cost of the Phase 1 engineering proposal submitted by V3 is $752,224.

The Village requested federal Surface Transportation Program funding through the West Central Municipal Conference during the 2025 call for projects. Western Springs was selected for funding and is included in the draft program to receive $3,000,000 for construction in Fiscal Year 2029. The program is expected to be finalized at the end of April. Phase 1 engineering will be funded through the Village's Tax Increment Financing district. Village staff will continue to actively pursue additional funding opportunities with IDOT and other state and regional agencies to support future phases of the project and to maximize outside grant participation.

If approved by the Village Board, Phase 1 engineering will begin this Spring, positioning the Village to advance the long-term vision for Hillgrove Avenue and the Tower Green area and to meet upcoming federal funding schedules.

Financial Impact

The total cost of the Phase 1 engineering proposal submitted by V3 Companies is $752,224. The Village budgeted $150,000 in Tax Increment Financing funds in the current fiscal year within account 5201395-50100 (Professional Services) to begin this work. Based on the planned schedule and the scope of early Phase 1 tasks, both Village staff and V3 expect to remain within this fiscal year budget allocation. Remaining Phase 1 engineering costs will be programmed in future fiscal year budgets as the work progresses.

Recommended Motion

I move to approve an agreement with V3 Companies for the Hillgrove Avenue Improvements - Phase 1 Engineering Services in an amount not to exceed $752,224.00.

Strategic Plan Alignment

Community Planning and Economic Development and Infrastructure Improvements

File Attachments

1. Ordinance No. 26-____ re PSA Agreement for Phase I Engineering Services with V3(2116966.1)
2. Exhibit A - Hillgrove Phase_I Complete Package 03092026

Draft 4.22.2026 **ORDINANCE NO. 26-_____**

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH V3 COMPANIES FOR PHASE I ENGINEERING SERVICES AND ITS EXHIBIT "1" – RIDER TO ENGINEERING SERVICES AGREEMENT FOR THE HILLGROVE AVENUE IMPROVEMENTS PROJECT, AND AUTHORIZING CERTAIN EXPENDITURES FROM THE DOWNTOWN NORTHTAX INCREMENT FINANCING DISTRICT TO PAY FOR SUCH SERVICES

WHEREAS, in an effort to revitalize the local economy and provide for the comprehensive and coordinated development of an underutilized and quasi-blighted area within the Village of Western Springs, on December 16, 2019, the Corporate Authorities of the Village of the Western Springs ("Corporate Authorities" or "Village") established the "Downtown North Tax Increment Financing District" by adopting Ordinance No. 19-2989 (Designating The Downtown North Redevelopment TIF Project Area) (the "Redevelopment Project Area"), Ordinance No. 19-2990 (Approving a Tax Increment Financing District, a Redevelopment Project Area and a Redevelopment Plan and Project For The Downtown North Redevelopment Project Area) (the "TIF District" and the "TIF Plan"), and Ordinance No. 19-2991 (Adopting Tax Increment Allocation Financing For The Downtown North Redevelopment Project Area). The TIF District was formed as a "conservation" TIF District under the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 (the "TIF Act"); and

WHEREAS, the common boundary description of the TIF District consists of: The real property comprised of the Chicago, Burlington & Quincy Railroad right-of-way (a/k/a Burlington Northern Santa Fe (BNSF) Railroad) and the area North of the Chicago, Burlington & Quincy Railroad right-of-way located within the corporate boundaries of the Village of Western Springs lying East of the Illinois State Toll Highway Interstate 294 right-of-way, West of the West line of Howard Avenue (as extended South to the South line of the Chicago, Burlington & Quincy Railroad right-of-way), and generally South of portions of 43rd Street, Walnut Street, Walker Street and Willow Street, Western Springs, Illinois; and

WHEREAS, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blight and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Redevelopment Project Area must be redeveloped; and

WHEREAS, the Corporate Authorities of the Village are authorized, under the applicable provisions of the Illinois Municipal Code ("Code"), including but not limited to the TIF Act and 65 ILCS 5/8-1-2.5 (Expenses for Economic Development), to appropriate and expend funds for economic development purposes, including, without limitation, the reimbursement of eligible "redevelopment project costs", as defined under the TIF Act, and the making of grants to any other governmental entity or commercial enterprises that are deemed necessary or desirable to promote economic development, to enhance the health, safety and welfare of the Village and its inhabitants, to prevent blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity and enhanced employment opportunities, and to enter into contractual agreements with third parties to achieve the aforesaid purposes, and to otherwise take action in the best interests of the Village; and

WHEREAS, in order to provide enhancements to the Redevelopment Project Area, it is necessary to consider and approve the use and payment of TIF District Funds during calendar year 2026 and calendar year 2027 to complete certain work and/or perform certain professional services, which are included

under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act (65 ILCS 5/11-74.4-3(q)) and are eligible to be paid for using TIF District Funds, consisting of the following:

1. Approval of an Engineering Services Agreement with V3 Companies (the "Engineer") (the "Agreement") to perform certain Phase I Engineering Services (the "Professional Services") for the Village relative to the construction of a public works project (i.e., the comprehensive transformation of the Hillgrove Avenue corridor between Hampton Avenue and Wolf Road, including enhancement of the pedestrian environment, new public space and streetscape features, and replacement of all infrastructure within the reconstruction limits, including sanitary sewers, water main and water services, electrical systems, and storm sewers) (the "Project");

2. Approval of Exhibit "1" - Rider To Engineering Services Agreement Between the Village of Western Springs and V3 Companies for the Performance of Phase I Engineering Services For The Hillgrove Avenue Improvements Project (the "Rider");

3. Payment of periodic invoices of the Engineer submitted to the Village pursuant to the Agreement as part of its performance of the Professional Services relative to the Project in an amount not to exceed $752,224.00. Copies of the Agreement and the Rider are attached hereto as **Group Exhibit "A"**. Future invoices of the Engineer that are within the scope of the Agreement for the Project will be presented to and approved by the Corporate Authorities of the Village as part of its approval of the Monthly Financial Report (collectively the "Expenditures"); and

WHEREAS, at an open public meeting held on April 7, 2026, the Public Works and Water Committee (the "Committee") reviewed the terms of the attached Agreement and Rider, 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 the Agreement and the Rider; and

WHEREAS, at an open public meetings held on April 13, 2026, and April 27, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Agreement, the Rider and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its April 27, 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 the Rider; and

WHEREAS, the Corporate Authorities of the Village find that it is desirable and protective of the health, safety and welfare of and in the best interests of the Village and its residents, property owners, businesses and the public to construct the Project and to approve the Agreement and the Rider, and to approve the payment of the Expenditures for the Project.

BE IT ORDAINED 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 Ordinance.

SECTION 2: Authority. The Village is a duly constituted and organized non-home rule municipality, as described in Section 7 (Counties And Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any

function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. The adoption of this Ordinance implements the TIF Plan in accordance with the TIF Act.

SECTION 3: Estimate of Expenditures. The Village intends to incur Expenditures in connection with the Project, consistent with the TIF Plan, including, but not limited to, the following:

1. Costs for professional services related to the Project, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

2. Payment of periodic invoices of the Engineer submitted pursuant to the Agreement as part of its performance of the Professional Services relative to the Project in an amount not to exceed to $752,224.00 (**Group Exhibit "A"**).

SECTION 4: Approval of Agreement and Rider; Authorization of Expenditures. The Corporate Authorities of the Village approve of the Agreement and the Rider (**Group Exhibit "A"**), and further authorize the payment of funds from the TIF District Fund up to the dollar amount set forth in Section 3 above, or such additional dollar amounts necessary to pay the Expenditures to complete the Professional Services related to the Project, as subsequently approved or authorized by the Corporate Authorities.

SECTION 5: Execution and Delivery of Agreement, Rider and Other Related Documents. The Corporate Authorities of the Village authorize the approval and execution of the Agreement and the Rider (**Group Exhibit "A"**), for the purposes set forth in this Ordinance. The Corporate Authorities further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the executed, final version of the Agreement and the Rider, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement and the Rider.

SECTION 6: Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 8: Delivery of Signed Documents. After Village Board approval of this Ordinance and the Agreement and the Rider and their execution by the Village President and Village Clerk, or their designees, the Village Clerk, or their designee, shall arrange for the delivery of certified copies of this Ordinance and the signed Agreement to the Engineer and any other governmental agencies with jurisdiction over the Project.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this 27th of April, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Abstain: _____

APPROVED by me as Village President, and attested to by the Village Clerk, on the 27th day of April, 2026.

_____
Heidi Rudolph, Village President

ATTEST:

_____
Edward Tymick, Village Clerk

Published by me in pamphlet form this ___ day of April, 2026.

_____
Edward Tymick, Village Clerk

Group Exhibit "A"

Engineering Services Agreement Between
the Village of Western Springs and V3 Companies
for Phase I Engineering Services for
the Hillgrove Avenue Improvements Project

with its

Exhibit "1"
Rider To Engineering Services Agreement
Between the Village of Western Springs and V3 Companies
For Phase I Engineering Services for
the Hillgrove Avenue Improvements Project

(attached)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 Ordinance now on file in my office, entitled:

ORDINANCE NO. 26-_____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH V3 COMPANIES FOR PHASE I ENGINEERING SERVICES AND ITS EXHIBIT "1" – RIDER TO ENGINEERING SERVICES AGREEMENT FOR THE HILLGROVE AVENUE IMPROVEMENTS PROJECT, AND AUTHORIZING CERTAIN EXPENDITURES FROM THE DOWNTOWN NORTH TAX INCREMENT FINANCING DISTRICT TO PAY FOR SUCH SERVICES

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting of the Board of Trustees held on the 27th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of April, 2026.

I further certify that the vote on the question of the passage of the said Ordinance 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 the vote was as follows, to wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Ordinance, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

March 9, 2026

Jeff Koza, PE, CFM
Director of Engineering Services/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Hillgrove Avenue Improvements – Phase I Engineering Scope of Work – Section No. 26-00107-00-PV

Dear Mr. Koza,

Thank you and the Village for continuing to push forward with the Hillgrove Avenue improvement project. We are excited to team with the Village on this community enhancement. As requested, we have provided scope and fee for Phase I Engineering services, which will provide design approval through IDOT Local Roads.

It is our understanding the project received $3M in STP_L funds through the Central Council of Mayors. These funds are allocated for construction and construction engineering and will be available in the Federal FY 30-31.

During the Phase I services the Village received $3M in ITEP funds through IDOT, which need to be obligated in 2028. To meet this funding timeline, it is imperative that Phase I engineering begin soon. Projects of this nature typically take 18 months to be processed through IDOT. We will provide a Phase II scope and fee near the end of Phase I in order to begin Phase II, detailed design and construction documents at the time of Phase I approval.

Our proposal includes the necessary scope and fee to complete the Phase I engineering. It also includes what the team feels is needed for public engagement, as it pertains to the streetscape and hardscape elements proposed along the Hillgrove Avenue corridor (Hampton Avenue to Wolf Road). In addition to the full Phase I scope and fee, we have provided an alternate fee for to begin the Phase I engineering, with the intent to have the Village award the remaining scope and fee in 2027.

We look forward to delivering the Hillgrove Avenue improvements and continuing our working relationship with the Village. If you have any questions or require additional information, please contact me at 847-417-0072 or via email at kcorrigan@v3co.com.
Sincerely,

V3 Companies, Ltd.

Kurt Corrigan, P.E.
Vice President of Municipal Services

EXHIBIT A: SCOPE OF SERICES

PROJECT DESCRIPTION

The Hillgrove Avenue Phase I engineering project includes approximately 2,720' of roadway, infrastructure, pedestrian, streetscape, traffic and parking improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The Phase I study will include the METRA platform areas, parking and the intersection of Wolf Road. The Village recently applied for $3.0M dollars of STP_L funds through the Central Council of Mayors for the Fiscal Year of 2030-2031. The program is currently being reviewed and is expected to be adopted mid-2026.

The proposed improvements will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include pavement resurfacing from Hampton Avenue to Central Avenue, reconstruction of Hillgrove Avenue from Central Avenue to Wolf Road. Within this section improvements include evaluating the existing infrastructure, pedestrian access, crossings and overall experience, developing a pedestrian space from Grand Avenue to Walnut Street. In addition, the team will evaluate traffic calming throughout the corridor as well as analyzing potential improvements at the intersection of Hillgrove Avenue and Wolf Road.

We will build upon a variety of previously completed complete streets and streetscape studies and concepts. The project will include a comprehensive community engagement and consensus plan. We understand that Hillgrove Avenue is utilized by a variety of motorized and non-motorized users; public works equipment, commuters, businesses, community events, to name a few. This variety provides a unique opportunity to provide a corridor that meets the various needs but also focuses on a sense of place. A place the community can gather and be proud.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per Village of Western Springs and IDOT standards.

EXHIBIT A: SCOPE OF SERVICES

1 TOPOGRAPHIC SURVEY

Perform a full topographic survey of the project area including a detailed right-of-way survey. The survey limits along Hillgrove Avenue shall extend from 300 feet west of Hampton Avenue to 300 feet east of Wolf Road. The survey will include the METRA platform(s) and parking along the southside of Hillgrove Ave. Sideroads will be surveyed 300 feet north and south of Hillgrove Avenue including Wolf Road. The total linear feet of roadway to be surveyed is approximately 6,620'. The existing park and park feature between Grand Avenue and Walnut Street will be included in the survey as well.

The topographic survey data will be collected using a combination of conventional methods and aerial data collection with the use of a drone. The Topographic Survey services will include the following as outlined in IDOT's survey manual.

- Record a minimum of two (2) permanent benchmarks over the project site. Elevations shall be referenced to the North American Datum of 1988 (NAVD 88). Site benchmarks shall be established at less than 1000-foot intervals. A description of the source benchmark to which the new benchmarks are tied shall be indicated in the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey that properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutters, pavement edges, and centerlines.
- Finished floor or top of foundation elevation(s) of existing buildings and doorways within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken at 50-foot intervals. Full cross-sections shall be taken at all cross streets, alleys, culverts, and entrances. Grid intervals/profiles of 50 feet shall be taken in all fields for offsite hydraulic work (drainage ditches, streams, etc.). Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- General outlines of landscaping shrubs and bushes shall be shown.
- Top of curb, flow line, and edge of the pavement, ADA, sidewalk, bike path, etc. elevations of all roadways and streets within the survey area obtained by non-GPS methods.
- Roadway striping of all roadways and streets within the survey area.
- Right-of-way and property lines shall be calculated from existing monumentation in coordination with record maps, plats, and deeds. In addition to the topographic survey, V3 will build right-of-way limits based on the survey documents provided by the Village. We have included 40 title commitments as part of establishing the existing ROW.

The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which is obtained from city departments or utility companies responding to written or verbal requests

for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyor's use at the time of the survey. The Village of Western Springs will assist V3 with calling a field locate of utility information for our survey team to pick up visible utilities within the limits and verify to utility atlases.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. Additionally, V3 will send each utility owner a set of preliminary plans to verify the locations of their facilities. The intent of the design of the project is to avoid impacts to existing utilities to the extent feasible.

We have included 2 days of RR Flagger costs in order to survey along the METRA platform areas.

We have identified 40 properties along the corridor that we are recommending acquiring Title Commitments. This will assist with determining right of way impacts, existing easements or other property encumbrances as we move into Phase II and construction.

2 DATA COLLECTION AND REVIEW

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases
- Past studies or reports
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

We have included a proposal for televising the existing storm sewer and sanitary sewer. We will evaluate the televising tapes and provide recommendations for repairs and/or replacement.

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1983) as required for the submittal of the environmental survey request to IDOT.

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

Data collection will be coordinated with Psomas.

3 CONCEPT REFINEMENT

Our sub-consultant, Psomas, will be leading this effort. We will assist with roadway, ADA and streetscape geometric review and input. This will be an iterative process throughout Phase I.

4 ENVIRONMENTAL SURVEY REQUEST AND COORDINATION

Prepare and submit the Environmental Survey Request (ESR) form to IDOT following the ESR Guidelines provided by IDOT, which will include the following exhibits as applicable:

- Location Map
- Aerials exhibits or CADD drawings with anticipated proposed right-of-way
- Photos of all buildings constructed before 1986 (40 years old).
- National Wetland Inventory Maps
- Aerial Map and CADD drawings with anticipated construction limits

Due to the characteristics of the project area and anticipated improvements, it is anticipated that ecological and water resources assessment and noise analysis will not be required. Tree removals for the proposed improvements will be estimated and included in the ESR.

V3 will coordinate with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the involved environmental and cultural agencies and provide the appropriate results to obtain an inventory of the affected environment and identify any potential issues that the project may need to address as part of required environmental studies.

5 WETLAND DETERMINATION DOCUMENTATION & TREE SURVEY & ASSESSMENT

To fulfill the required ESR documentation, V3's wetland specialist, who is also a V3 International Society of Arboriculture (ISA) certified arborist, will screen the project area to document a negative finding for wetlands while conducting the tree survey and assessment. Data for the wetland determination will be collected during the tree survey and assessment field work. Available regulatory maps, wetland sampling data, and photographs will be included in the Wetland Determination report deliverable.

V3's International Society of Arboriculture (ISA) certified arborist will tag, identify, assess, and locate all 3 inch DBH trees and greater within the project corridor as required by the IDOT ESR process. All trees exhibiting bat habitat will be logged and surveyed. The tag number, diameter, and tree species will be recorded for each tree identified. A rating will be assigned to each tree which will consider the size, species, condition, location, and aesthetics of

each. The trees will also be evaluated for Northern Long Eared Bat and/or Tricolor Bat habitat. A summary table will be prepared listing the scientific name, common name, DBH, and rating of each tree identified. Survey grade equipment will be utilized so that tree locations can be put on to the engineering plans.

6 GEOTECHNICAL INVESTIGATION & COORDATION

V3's sub consultant, NASHnal Soil Testing, LLC., will perform soil borings and pavement cores and prepare a geotechnical report to determine the suitability of the soils for the roadway and park improvements. V3 will coordinate this work with NAHnal and utilize it as needed for the design and study of the proposed improvements.

Soil Borings

Seven (7) pavement cores/soil borings extended 10' below the existing grade will be drilled as part of our Geotechnical Exploration.

Percolation Testing

Percolation test will be performed at two locations adjacent to the park are within Hillgrove Ave. This information will assist with determining the structure of a permeable pavement or bioswale system.

Geotechnical Report

A geotechnical engineering report will be prepared upon completion of field and laboratory testing, including typed boring logs and a location plan. If field infiltration testing is performed for the site the engineering report will also summarize the results of the field percolation test data.

See the attached scope from NASHnal for further details of the Geotechnical Investigation & Coordination. Coordination with the Village to close parking stalls to perform the work will be necessary. The Village to provide the necessary traffic control devices to close parking stalls.

7 UTILITY EVALUATION

This task will coordinated with Psomas.

The Village to coordinate with the business owners entry into the buildings, as necessary, to asses existing utilities as needed.

The Village shall determine if all water services are to be replaced throughout the corridor.

In addition, we have included scope and fee for all storm sewer and sanitary sewer to be televised. Upon receipt of the cctv footage the V3/Psomas team will evaluate and provide recommendations for repair and/or replacement.

8 PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

V3 will conduct a PESA within the project limits. The PESA will be conducted in accordance with the IDOT's Special Waste Screening Process. Based on this screening, further assessment of the project for special wastes or other regulated substance or contamination may be required. T*he IDOT Bureau of Local Roads and Streets Manual, A Manual for Conducting Preliminary Environmental Site Assessments for IDOT Highway Projects, and ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (Standard E 1527 -13)* will be used as guidance documents for preparing the PESA. The PESA will identify evidence of RECs and potentially impacted properties (PIPs) to determine sections of Project ROW requiring further investigation or sampling for offsite soil disposal. The scope of work for the PESA will include the following:

Environmental Record Review: Review reasonably ascertainable environmental and applicable regulatory information published by local, State, Federal and Tribal agencies and regulatory databases pertaining to sites with known chemical usage, treatment, disposal, and/or operations that pose an environmental risk of impact to the project site.

Historical Record Review: Investigate past land uses through review of available Sanborn fire insurance maps, city directories, historical aerial photographs and topographic maps.

Site Visit: Conduct a site reconnaissance visit to confirm and document the current land use, and record site conditions potentially impacting the project soils. Photos of the project area taken during the site visit will be incorporated into a photo log attached to the PESA Report.

Project Report: V3 will compile all observations and conclusion in a PESA report. The PESA will include photos, figures, and appendices with governmental and regulatory record file review documents.

9 LOCATION DRAINAGE TECHICAL MEMORANDUM

Hillgrove Avenue is drained via curb and gutter with combined sewer through the project corridor from Hampton Avenue to Wolf Road. A Location Drainage Technical Memorandum (LDTM) will be prepared in accordance with IDOT's Local Roads Manual. The study will include a description of the existing and proposed drainage systems and identification of outlet locations and their adequacy based on IDOT criteria. Correspondence and meeting notes will be prepared to document coordination with IDOT, MWRD, or other regulatory agencies.

The Study will include required mapping, exhibits, design of the drainage system, a discussion of Best Management Practices (BMPs) (if applicable), and identification of permitting requirements. Although the existing and proposed drainage exhibits typically only include the proposed limits of the project, it may be necessary to study areas outside of the project limits. Additional survey and/or field investigations outside of the ROW may be required to confirm offsite drainage routes and capacity.

We understand that drainage design will follow the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) requirements. Permitting needs will be identified during Phase 1, but the permit submittal will be made during Phase 2. WMO stormwater management requirements (runoff, volume control, and

detention) are only required when greater than or equal to one acre of new impervious area is proposed. We anticipate that the proposed project will not create greater than one acre of new impervious and therefore expect that stormwater management requirements would not apply.

10 SECTION 4(F) DOCUMENTATION AND EVALUATION

A Section 4(f) Evaluation is anticipated with the improvements to the Tower Green. 4(f) documentation will be verified with IDOT and provided as necessary. The Village shall provide documentation of ownership of the area to support the necessary 4(f) Evaluation process.

11 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. See Psomas scope of work for details.

12 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. See Psomas scope of work for details.

13 GEOMETRIC STUDIES

Psomas will be developing the geometric studies and preliminary plan. We are anticipating the design criteria to be IDOT, 3R, but that will be confirmed early with IDOT. We will provide design oversight of the concept development.

14 LIGHTING DESIGN

See Psomas scope of work for details.

15 PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PROGRAM

Psomas will be leading this task. V3 will provide oversight and coordination as necessary. V3 staff will attend various public engagement events and meetings as requested by the Village and Psomas. We anticipate V3 staff (1-2 ppl) at seven different events. See Psomas scope of work for details.

16 TRAFFIC MANAGEMENT PLAN

See Psomas scope of work for details.

17 CONSTRUCTION COST ESTIMATE

We will support and provide review of the cost estimate prepared by Psomas. See Psomas scope of work for details.

18 PROJECT DEVELOPMENT REPORT

A Project Development Report (PDR) for a Group I Categorical Exclusion is anticipated and will be prepared following IDOT's report format BLR 22211. The report will include a description of existing conditions, proposed improvements, capacity analysis, crash analysis, right-of-way/easement required, identified environmental concerns and impacts, maintenance of traffic during construction, and agency coordination/public involvement activities. Exhibits that will be prepared and incorporated into the project report will include:

- Location and functional classification maps
- Existing and proposed typical sections
- Proposed plan and profile sheets
- ADA details
- Crash Analysis
- Environmental clearances and correspondence
- Public involvement meeting documents
- FHWA/IDOT coordination and meeting minutes
- Design variances
- Traffic management plan
- Coordination documentation
- Estimate of probable construction cost
- Permit Identification to be completed in Phase II

Two submittals of the PDR will be made to the Village and IDOT (pre-final and final). Before the prefinal PDR submittal, conceptual typical proposed sections and plan and profile sheets will be submitted to the Village for review and comment. After receiving comments from the Village, the final PDR will be submitted to IDOT for review and comment. A disposition of comments will be included with each submittal until design approval. Survey and design files will converted into AutoCad as needed.

Support by Psomas as needed.

19 MEETING AND COORDINATION

V3 anticipates the following meetings throughout the duration of the Phase I Study. These meetings are in addition to meetings noted for the public involvement requirements.

- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information. One (1) meeting per month for eighteen (18) months.
- One (1) Project kick-off meeting with the Village.
- One (1) Phase I Project kick-off meeting with IDOT, the Village, and Central Council.
- One (1) FHWA meeting.
- One (1) meeting with MWRD, if necessary.
- One (1) Village Board meeting.
- Up to three (3) meetings to discuss design issues, project status, schedule, or meet with other review agencies, as needed.

Online meetings are included as part of the overall scope of our services. We will meet online with the Village as needed throughout the project.

Meeting minutes will be prepared by V3/PSOMAS as necessary.

20 ADMINISTRATION AND MANGEMENT

Project administration and management will be performed by the project manager and administrative staff over eighteen (18) months.

- Prepare invoices and progress reports every month and submit them to the Village for review and processing.
- Provide project and staff management.
- Prepare sub consultant agreements and manage the performance of their work efforts.

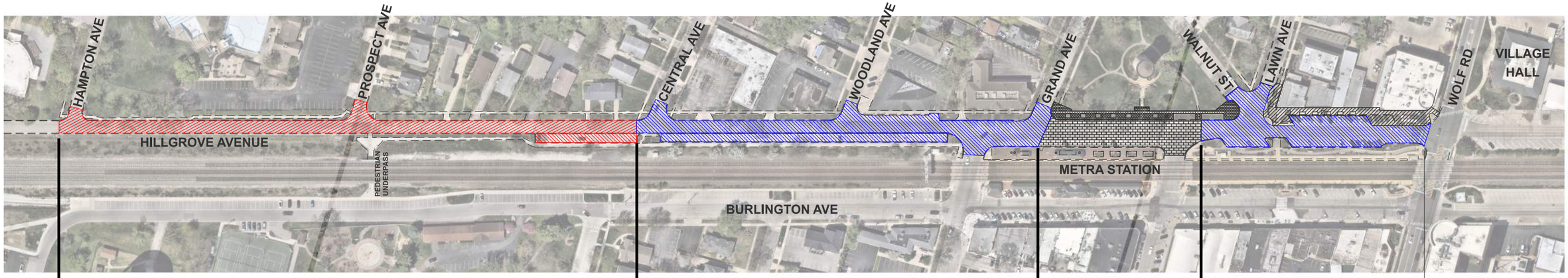
21 QUALITY ASSURANCE / QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimates, and PDR are prepared to meet the standards and guidelines for the plans or documents required. These quality control reviews will occur before the submittal of any deliverable to the Village and IDOT. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.

Before each submittal, V3's project manager will designate a quality assurance reviewer that has not been directly involved in the project to perform independent quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and reviews of report documents.

22 FUNDING APPLICATIONS

The Village recently applied for and is anticipating to receive $3.0M in STP-L funding through the Central Council of Mayors. We anticipate that ITEP funding and Invest in Cook funding will be available during the Phase I process. We will assist the Village with applying for up to three (3) funding opportunities.



1150' | 800' | 325' | 445'

1.0

MILL AND OVERLAY

2.0

ROADWAY RECONSTRUCTION
INFRASTRUCTURE REPAIRS AND REPLACEMENT
PEDESTRIAN ENHANCEMENTS

3.0

STREETSCAPE, PEDESTRIAN, PLAZA, AND INFRASTRUCTURE ENHANCEMENTS

4.0

STREETSCAPE, PEDESTRIAN, AND INFRASTRUCTURE ENHANCEMENTS

N

100 0 100 200
1"=100'
SCALE FEET

MODEL: Default
FILE NAME: Y:\Proposals & SOO's_Grants\Grant Applications\STP-LUFFY 2027-2031\Western Springs_Submittal Materials\Exhibits\Hillgrove-design.dgn

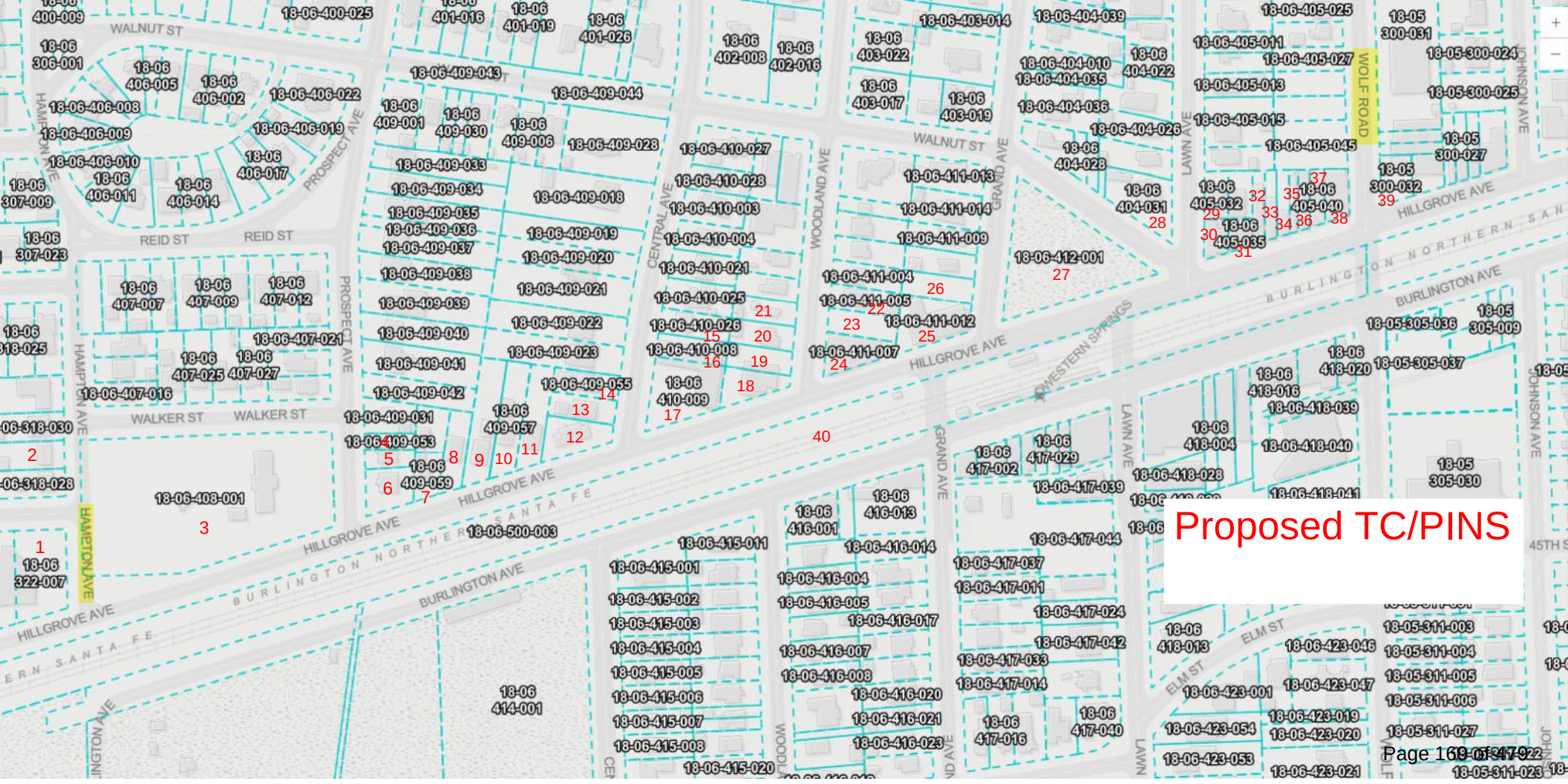
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630 724 9200 phone
www.v3co.com

USER NAME = lyanisch	DESIGNED -	REVISED -	REVISED -
	DRAWN -	REVISED -	REVISED -
PLOT SCALE = $SCALE$	CHECKED -	REVISED -	REVISED -
PLOT DATE = 11/17/2025	DATE -	REVISED -	REVISED -

HILLGROVE AVENUE ROADWAY AND STREETSCAPE IMPROVEMENTS
VILLAGE OF WESTERN SPRINGS ILLINOIS

PROJECT LOCATION MAP

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	1	1


Proposed TC/PINS
WALNUT ST
REID ST
WALKER ST
HILLGROVE AVE
BURLINGTON AVE
BURLINGTON NORTHERN SANTA FE
PROSPECT AVE
HAMPTON AVE
WOODLAND AVE
CENTRAL AVE
GRAND AVE
LAWN AVE
WOLF ROAD
JOHNSON AVE
ELM ST
18-06-400-009
18-06-400-025
18-06-401-016
18-06-401-019
18-06-401-026
18-06-306-001
18-06-406-005
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Illinois Department of Transportation

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV
Prime Consultant (Firm) Name	**Prepared By**	**Date**
V3 Companies	Kurt Corrigan, PE	3/5/2026
Consultant / Subconsultant Name	**Job Number**	
V3 Companies		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase I Engineering Services along Hillgrove Avenue frm Hampton Avenue to Wolf Road, approximatley 2800 feet.

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	165.00%
START DATE	6/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2027		% OF RAISE	3.00%
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV

Consultant / Subconsultant Name	Job Number
V3 Companies	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**1.83%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$90.00	$90.00
Senior Project Manager - TD	$90.00	$90.00
Senior Project Manager - CE	$85.75	$87.32
Senior Survey Project Manager	$64.97	$66.16
Project Manager II	$61.68	$62.81
Project Manager I	$56.77	$57.81
Project Manager I	$56.77	$57.81
Project Engineer I	$49.33	$50.23
Engineer III	$54.32	$55.32
Project Scientist II	$48.41	$49.30
Design Technician III	$44.29	$45.10
Survey Crew	$38.52	$39.23
Technician II	$37.90	$38.60
Administration III	$44.40	$45.22
Project Designer I	$53.52	$54.50
Planner I	$37.14	$37.82
Technician II	$37.90	$38.60
Senior Project Manager - ST	$86.76	$88.35
Senior Design Technician	$50.25	$51.17
Project Surveyor II	$40.31	$41.05
Senior Project Engineer	$67.75	$69.00
Civil Designer II	$42.41	$43.19

Local Public Agency	County	Section Number
Village Of Western Springs	Cook	26-00107-00-PV

Consultant / Subconsultant Name	Job Number
V3 Companies	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
PSOMAS	126,250.00	12,625.00

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1	$500.00	$500.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	1	$500.00	$500.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	$750.00	$1,500.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Title Commitments	Actual Cost	40	$625.00	$25,000.00
Structural Geotechnical Engineering	Actual Cost	1	$12,400.00	$12,400.00
Sewer Televising	Actual Cost	1	$25,000.00	$25,000.00
			TOTAL DIRECT COSTS:	**$64,900.00**

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 165.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
TOPOGRAPHIC SURVEY	26,500	384	17,647	29,118	5,824		79,089	10.51%
DATA COLLECTION AND REVIEW	25,000	24	1,266	2,089	418	8,543	37,316	4.96%
CONCEPT REFINEMENT		28	1,666	2,749	550	46,438	51,403	6.83%
ENVIRONMENTAL SURVEY REQUEST/COORDINATION		84	4,401	7,262	1,452		13,115	1.74%
WETLAND DETERMINATION AND TREE SURVEY		64	3,522	5,812	1,162		10,496	1.40%
GEOTECHNICAL INVESTIGATION AND COORDINATION	12,400	4	201	332	66		12,999	1.73%
UTILITY EVALUATION		32	1,698	2,802	560	5,726	10,786	1.43%
PESA		80	4,029	6,648	1,330		12,007	1.60%
LOCATION DRAINAGE TECHNICAL MEMO		410	26,192	43,217	8,643		78,052	10.38%
SECTION 4(F) DOCUMENTATION AND EVALUATION		24	1,405	2,319	464		4,188	0.56%
CRASH ANALYSIS			-	-	-	4,094	4,094	0.54%
TRAFFIC ANALYSIS			-	-	-	60,052	60,052	7.98%
GEOMETRIC STUDIES		48	2,729	4,503	901	123,063	131,196	17.44%
LIGHTING DESIGN			-	-	-	10,464	10,464	1.39%
PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN		60	3,961	6,535	1,307	113,289	125,092	16.63%
TRAFFIC MANAGEMENT PLAN		4	360	594	119	15,127	16,200	2.15%
CONSTRUCTION COST ESTIMATE		20	1,164	1,920	384	9,544	13,012	1.73%
PROJECT DEVELOPMENT REPORT	1,000	234	11,973	19,755	3,951		36,679	4.88%
MEETINGS AND COORDINATION		40	2,347	3,873	775	12,731	19,726	2.62%
ADMINISTRATION AND MANAGEMENT		28	1,876	3,096	619		5,591	0.74%
QUALITY ASSURANCE/QUALITY CONTROL		28	1,876	3,096	619		5,591	0.74%
FUNIDNG APPLICATIONS		56	2,991	4,935	987		8,913	1.18%
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					6,162.88		6,163	0.82%
TOTALS	64,900	1652	91,304	150,655	36,294	409,071	752,224	100.00%

Fixed fee is limited to the lower of the calculated amount or 15%

The subconsultant fee has been adjusted due to 15% fixed fee

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			TOPOGRAPHIC SURVEY			DATA COLLECTION AND REVIEW			CONCEPT REFINEMENT			ENVIRONMENTAL SURVEY REQUEST/COORDINATION			WETLAND DETERMINATION AND TREE SURVEY		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	78.0	4.72%	4.25	4	1.04%	0.94				4	14.29%	12.86				4	6.25%	5.63
Senior Project Manager - TD	90.00	8.0	0.48%	0.44															
Senior Project Manager - CE	87.32	0.0																	
Senior Survey Project Manager	66.16	40.0	2.42%	1.60	40	10.42%	6.89												
Project Manager II	62.81	8.0	0.48%	0.30							8	28.57%	17.95						
Project Manager I	57.81	242.0	14.65%	8.47				8	33.33%	19.27				24	28.57%	16.52	24	37.50%	21.68
Project Manager I	57.81	0.0																	
Project Engineer I	50.23	376.0	22.76%	11.43				16	66.67%	33.49	16	57.14%	28.70	60	71.43%	35.88			
Engineer III	55.32	0.0																	
Project Scientist II	49.30	106.0	6.42%	3.16													36	56.25%	27.73
Design Technician III	45.10	40.0	2.42%	1.09															
Survey Crew	39.23	180.0	10.90%	4.27	180	46.88%	18.39												
Technician II	38.60	0.0																	
Administration III	45.22	44.0	2.66%	1.20															
Project Designer I	54.50	0.0																	
Planner I	37.82	0.0																	
Technician II	38.60	0.0																	
Senior Project Manager - ST	88.35	0.0																	
Senior Design Technician	51.17	152.0	9.20%	4.71	100	26.04%	13.33												
Project Surveyor II	41.05	60.0	3.63%	1.49	60	15.63%	6.41												
Senior Project Engineer	69.00	290.0	17.55%	12.11															
Civil Designer II	43.19	28.0	1.69%	0.73															
		0.0																	
		0.0																	
		0.0																	
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TOTALS		1652.0	100%	$55.27	384.0	100.00%	$45.96	24.0	100%	$52.76	28.0	100%	$59.51	84.0	100%	$52.40	64.0	100%	$55.04

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 4

PAYROLL CLASSIFICATION	AVG HOURLY RATES	GEOTECHNICAL INVESTIGATION AND COORDINATION			UTILITY EVALUATION			PESA			LOCATION DRAINAGE TECHNICAL MEMO			SECTION 4(F) DOCUMENTATION AND EVALUATION			CRASH ANALYSIS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00													4	16.67%	15.00			
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81				12	37.50%	21.68	10	12.50%	7.23	40	9.76%	5.64	8	33.33%	19.27			
Project Manager I	57.81																		
Project Engineer I	50.23	4	100.00%	50.23	20	62.50%	31.39							8	33.33%	16.74			
Engineer III	55.32																		
Project Scientist II	49.30							70	87.50%	43.14									
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													4	16.67%	7.54			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17										52	12.68%	6.49						
Project Surveyor II	41.05																		
Senior Project Engineer	69.00										290	70.73%	48.80						
Civil Designer II	43.19										28	6.83%	2.95						
TOTALS		4.0	100%	$50.23	32.0	100%	$53.07	80.0	100%	$50.37	410.0	100%	$63.88	24.0	100%	$58.55	0.0	0%	$0.00

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TRAFFIC ANALYSIS			GEOMETRIC STUDIES			LIGHTING DESIGN			PUBLIC INVOLVEMENT/COMMUNITY ENGAGEMENT PLAN			TRAFFIC MANAGEMENT PLAN			CONSTRUCTION COST ESTIMATE		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00				8	16.67%	15.00				20	33.33%	30.00	4	100.00%	90.00	4	20.00%	18.00
Senior Project Manager - TD	90.00																		
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81										20	33.33%	19.27						
Project Manager I	57.81																		
Project Engineer I	50.23				40	83.33%	41.86				20	33.33%	16.74				16	80.00%	40.18
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10																		
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22																		
Project Designer I	54.50																		
Planner I	37.82																		
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Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		0.0	0%	$0.00	48.0	100%	$56.86	0.0	0%	$0.00	60.0	100%	$66.01	4.0	100%	$90.00	20.0	100%	$58.18

Local Public Agency
Village Of Western Springs

County
Cook

Section Number
26-00107-00-PV

Consultant / Subconsultant Name
V3 Companies

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	PROJECT DEVELOPMENT REPORT			MEETINGS AND COORDINATION			ADMINISTRATION AND MANAGEMENT			QUALITY ASSURANCE/QUALITY CONTROL			FUNIDNG APPLICATIONS					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	2	0.85%	0.77	8	20.00%	18.00	8	28.57%	25.71	8	28.57%	25.71						
Senior Project Manager - TD	90.00													8	14.29%	12.86			
Senior Project Manager - CE	87.32																		
Senior Survey Project Manager	66.16																		
Project Manager II	62.81																		
Project Manager I	57.81	40	17.09%	9.88	8	20.00%	11.56	20	71.43%	41.30	20	71.43%	41.30	8	14.29%	8.26			
Project Manager I	57.81																		
Project Engineer I	50.23	160	68.38%	34.35	16	40.00%	20.09												
Engineer III	55.32																		
Project Scientist II	49.30																		
Design Technician III	45.10	32	13.68%	6.17	8	20.00%	9.02												
Survey Crew	39.23																		
Technician II	38.60																		
Administration III	45.22													40	71.43%	32.30			
Project Designer I	54.50																		
Planner I	37.82																		
Technician II	38.60																		
Senior Project Manager - ST	88.35																		
Senior Design Technician	51.17																		
Project Surveyor II	41.05																		
Senior Project Engineer	69.00																		
Civil Designer II	43.19																		
TOTALS		234.0	100%	$51.16	40.0	100%	$58.67	28.0	100%	$67.01	28.0	100%	$67.01	56.0	100%	$53.41	0.0	0%	$0.00

Project Description

The Hillgrove Ave Phase I engineering project includes approximately 2750' of roadway rehabilitation, reconstruction, and streetscape and pedestrian improvements along Hillgrove Avenue from Hampton Avenue to Wolf Road. The work is anticipated to occur within the existing right-of-way.

The proposed improvement will improve the safety, operations, and access throughout the corridor. Improvements are anticipated to generally include creating a paver street area utilizing concrete pavement, pavers and permeable pavers, traffic calming features, streetscape elements including pedestrian amenities and landscaping enhancements, lighting improvements, gateway features, limited drainage improvements, water, sewer, power infrastructure upgrades, and implementation of green infrastructure elements.

Phase I elements will be per the Illinois Department of Transportation's (IDOT) Bureau of Local Roads & Streets Policies & Procedures. Designs and studies will be prepared per applicable Village of Western Springs and IDOT standards. Plans will be prepared using AutoCad Civil3D. Survey and design files will converted between MicroStation OpenRoads Designer utilizing a workspace from the Illinois Department of Transportation (IDOT) and AutoCad Civil3D as needed.

This scope of services is limited to supporting V3 in preparation of the Project Development Report (PDR) and supporting the Village through community outreach campaign.

1 DATA COLLECTION AND REVIEW

Data collection will be coordinated with V3 Companies.

DATA COLLECTION

Review and analyze pertinent information for the project obtained from the Village and IDOT. This information will include, but are not limited to the following:

- Geological information if available
- As-built plans of utilities, roadway improvements, buildings or park improvements within the project area
- Accident records for the last five years (coordinate with Village's Police Department)
- Traffic projections (coordinate with CMAP to obtain 2050 projections)
- Existing right-of-way plats, boundaries, and limits
- Utility atlases, if not previously provided
- Past studies or reports, transportation studies, traffic studies from permit applications, and utility infrastructure

- Plans from Metra Platform reconstruction.
- Plans from pedestrian underpass construction
- Plans for new developments, if applicable
- Village will provide any available existing plans and/or inspections
- Addresses of properties within the project limits

FIELD VISITS

Perform (2) field visits to the site by design team members.

- Verification of existing conditions and utilities, existing vegetation, existing site furnishings/fixtures, existing pedestrian, bicycle, and transit circulation and infrastructure.
- Pictures of Historical Buildings (buildings constructed before 1986) as required for the submittal of the environmental survey request to IDOT.

EXHIBITS

Provide Aerial photographs for the project area from the Nearmap database.

2 CONCEPT REFINEMENT

The Consultant shall prepare up to three (3) roadway layouts on the survey. One (1) based upon the previous planning work performed along Hillgrove from Wolf Road to Grand Avenue, and two (2) additional conceptual alternatives aligning with the Downtown Master Plan. Concepts may, but are not limited to, depict ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of metra platform improvements, integration of building frontage improvements, and channelization and signage. This layout will be refined to a preferred alternative and typical section through the public involvement process.

The Consultant shall prepare up to one (1) roadway layout on the survey for improvement to Hillgrove Ave from Grand Ave to Hampton Ave depicting ADA facility locations, cross street control, curb bulbs/art parklets, street trees, schematic street furniture locations, parking reconfiguration, integration of Metra platform improvements, integration of building frontage improvements, and channelization and signage.

The initial concept refinements and alternatives will be utilized within the public outreach process (under a separate task).

The concept refinement will integrate and update the Village's previous concept plans, and will include, but is not limited to the following elements:

- Evaluating Tower Green expansion and utilization, which includes evaluating the placement of a stage area.
- Landscaped and paved plaza configuration utilizing permeable pavers.
- Evaluate feasibility of potential woonerf, curbless street, concept. This will include traffic calming measures such as a raised intersection and pedestrian areas to create more definable pedestrian areas and crossings.
- Evaluate entry features at Hillgrove Ave & Grand Ave and Hillgrove Ave & Lawn.

- Lighting concept including a potential expanded light canopy and uplighting (analysis performed under separate task)
- Incorporate intersection operational recommendations
- Evaluate a variety of street furnishings to be added to the corridor as part of the concept refinement.

Deliverables/Products:

- Scroll Plot Design Alternative Layouts (11"x Project Length hard copy and electronic PDF). There will be two iterations of refined layout scroll plot submittals to the Client for review and discussion.
- Scroll Plot Preliminary Illustrative Plan (matches 10% Engineering Plan) including street furniture, art and cultural elements, pavement types, parklets/curb bulb space for people or for future LID/GSI (11"x Project Length hard copy and electronic PDF). This Plan is limited to Wolf Road to Grand Avenue.
- Typical Cross Sections (Illustrative) (11"x17" electronic PDF)
- Illustrative Perspectives (2 Photo simulations) (11"x17" electronic PDF)
- Preliminary Urban Design Package (Project Narrative & Photo Examples - 11"x17" electronic PDF)

The final preferred concept will be detailed in a report with estimated costs based on the goals of the project and coordination with the Village (under separate tasks).

3 UTILITY EVALUATION

The Consultant will review provided inspection reports, as built information, and cctv footage within to the project limit to detect damage, flow conditions, potential improvement limits, and connection locations. Utility replacement plans will be prepared under separate task. Under this task an assessment of the downtown power utility routing/maps/connections will be performed and opportunities to replace, reuse, or create new more efficient conduit runs for future improvements will be noted. Power/Electrical Plan will be developed under separate task.

Deliverables/Products:

- Recommendation of improvement/repair limit to prime consultant.

4 CRASH ANALYSIS

Crash reports will be reviewed and tabulated (five most recent years) within the project limits. A crash and roadside safety analysis will be performed to identify high crash locations and determine safety countermeasures (such as improving sight lines, sight distance, curb and intersection geometrics, etc.). Exhibits will be prepared to summarize the crash data to be included in the Phase I PDR documentation.

5 TRAFFIC ANALYSIS

As part of the Phase I documentation, Psomas will analyze and evaluate multi-modal traffic along the project corridor. The following work will include:

- Our subconsultant, Quality Counts, will conduct 14-hour counts including a vehicular, pedestrian, bicyclist, and truck traffic at each of the following locations:
  - Hampton Ave/Hillgrove Ave
  - Prospect Ave/Hillgrove Ave
  - Central Ave/Hillgrove Ave
  - Woodland Ave/Hillgrove Ave
  - N Grand Ave/Hillgrove Ave
  - S Grand Ave/Hillgrove Ave
  - N Lawn Ave & Walnut St/Hillgrove Ave
  - S Lawn Ave/Hillgrove Ave
  - Wolf Road/Hillgrove Ave
  - Wolf Road / Burlington Ave
  - Lawn Ave / Burlington Ave
  - Grand Ave / Burlington Ave
- Counts will be taken on a Wednesday and Saturday.
- Development of design hour volumes for the AM and PM peak periods.
- Capacity analysis of existing traffic and projected traffic (2050).

Downtown circulation, safety, and operational analysis will be performed at the following locations:

- N Lawn Ave/Walnut St & Hillgrove Ave
- S Lawn Ave & Hillgrove Ave
- Wolf Rd & Hillgrove Ave
- One-way operations for Hillgrove and Burlington
- One-way operation for Walnut St
- Closure of Lawn Ave grade crossing to vehicle traffic

The Village shall furnish previous parking data/study to Consultant. The Consultant shall review previous parking data / study and perform supplement parking analysis of downtown streets considering future streetscape enhancements, potential traffic operational changes, and new/future downtown business.

Deliverables/Products:

- Recommendation of potential intersection, safety, and circulation improvements to consider as part of project elements
- Parking study supplemental memorandum
- Existing and future traffic exhibits will be prepared to summarize the review of the traffic data.
- Four-way stop warrants will be performed at all existing four-way stop intersections. Warrant reports will be included in the PDR under a separate task.
- Raw traffic count data

6 PUBLIC INVOLVEMENT

Public involvement in the form of public notifications, public informational meetings, and attendance of additional Village meetings will be conducted to satisfy the requirements of the Federal process and inform the community. The Public Informational Meeting held in an open house format is anticipated to present the project improvements, the results of agency coordination, and the project schedule to solicit feedback from stakeholders. The scope of work includes the following:

- Compile a list of property & business owner addresses with assistance from the Village and send one (1) notification via US Certified Mail.
- Support Village in development of project website and coordinate with the Village to provide project updates on their website
- Psomas staff will attend and facilitate one (1) public involvement meeting as required and provide the following:
    - Up to three language translations for handout brochures and display exhibits for use during the meeting.
    - Anticipated display exhibits include 2-D plan renderings and representational imagery. Perspective imagery, digital or hand drawn will be prepared, to inform public perception and solicit comment.
    - Up to one drone or perspective fly though video depicting the existing conditions and the proposed project will be produced for display at public meetings and village board/committee meetings.
    - Graphics prepared under Concept Refinement Task shall be utilized in this scope.
    - Documentation of the concerns and comments expressed by those at the meeting.
    - Responses to public comments.
    - Summary of the public involvement process to incorporate into the Project Development Report (PDR).
- With support from the Village, Psomas will establish a Hillgrove Ave Steering Committee. This steering committee is anticipated to meet once per month from contract commencement (July 2026) though IDOT Phase 1 approval (November 2027). Location and specific businesses, neighborhood leaders, and residents, will be coordinated with the Village and downtown businesses upon contract commencement. Anticipated businesses and community groups include, but is not limited to:
    - Western Springs Historical Society
    - Western Springs Park District
    - Western Springs Theater
    - Western Spring Public Works
    - Western Spring PD
    - Western Springs Fire Dept
    - Hillgrove Tap
    - Guac N Tacos
    - Spring Othrodontics
    - Davnti Enotecs
    - Top Driver School
    - Young Life Metro Southwest
    - Jolie, a dress boutique
    - Clarity Physical Therapy and Wellness Center
    - Metra Staff
    - BNSF
    - Community Bank of Western Springs
    - Colonial Barber Shop
    - Evolve health and wellness
    - Initially ewe
    - Jenna Crowther State Farm
    - SET Fitness
    - Streamline Physical Therapy & Rehab
    - Shear Envy

- Psomas will participate in up to five Village of Western Springs events. Specific events will be coordinated with Village. Anticipated events include, but not limited to,
    - July 22nd Jammin in July
    - Gather on the Green
    - August French Market
    - Village Touch a Truck Event
    - December 5 or 6 Santa Pictures/Winter Wonderland.

Additional events attendance beyond what is identified above shall be compensated at $5,000 / event.

Any official public meeting will adhere to the FHWA public meeting requirements that will be included in the PDR. Steering Committee meeting notes and other meeting notes with community members / events will be included in the PDR.

7 LIGHTING DESIGN

As part of the roadway, streetscape, and safety improvements, Psomas will perform conceptual lighting design throughout the project limits. The lighting design work will include:

- Integration of conceptual lighting plan from concept refinement
- Review of the existing lighting conditions within the project limits to determine the existing lighting conditions and maintenance responsibilities and make recommendations for the proposed condition.
- Determination of the appropriate requirements for lighting design based on IDOT standards.
- Evaluation of decorative lighting options. This includes incorporating uplighting as part of the holiday and overhead festival lighting.

Deliverables/Products:

- Plan view of proposed lighting and electrical system. Scroll Plot of entire corridor.

8 GEOMETRIC STUDIES AND PRELIMINARY PLAN

Upon evaluation of the existing conditions, results of the concept refinement, traffic analysis, and public outreach Psomas will perform a geometric study that focus on the following design elements:

- Upon completion of the concept refinements we will document the roadway typical section, considering pedestrian and bicyclist accommodations, parking modifications, and lane configurations.
- Intersection geometric evaluation, including design vehicle turning movements and sight triangle evaluation.
- Cross Section Studies (Grading): Prepare cross-sections and/or grading plans for evaluation of the improvements and potential impacts to right-of-way. A (up to one) representative cross section or grading plan per block will be provided in the PDR.
- ADA grading details at each intersection and pedestrian crossing within the project limits to satisfy IDOT requirements.

- Preparation of water and sewer replacement plans are in included in this task. Profile design and conflict coordination and resolution is not included at this time.

Deliverables:

- Intersection geometrics including design vehicle turning movements.
- Intersection sight triangle exhibits to identify clear obstruction areas to accommodate the proposed improvements and hardscape features.
- Psomas will prepare a design criteria table for review by IDOT. The anticipated design criteria will be based of IDOT "3R" criteria. Final determination of the design criteria will be determined at the FHWA coordination meeting.
- Psomas will prepare plan exhibits on an aerial background that shows the alternative and include the identification of all proposed right-of-way and temporary/permanent construction easements.
- The preferred alternative will be detailed in the plan and profile exhibits, 20-scale or 40 scale roll plots, with the topographic survey as the background, that will be included in the Project Development Report. Anticipated Plan sheets include:
  - Roadway Plan and Profile, Roll Plot (22'' x length, 40 scale)
  - Utility Plan and Profile, water and sewer, Roll plot (22'' x length, 40 scale)
  - Electrical Plan, Roll plot (22'' x length, 40 scale)
  - Urban Design and Landscape Plan, Roll plot (22'' x length, 40 scale)
  - One Urban Design and Landscape Plan for Hillgrove Ave from Grand Ave to Wolf Road (Roll Plot 22''x length, 20 scale)
  - Intersection Plans (9) (22''x34'', 20 Scale)
  - Stormwater Plans from V3 companies will be integrated into the above plan sheets.

9 TRAFFIC MANAGEMENT PLAN

A Transportation Management Plan (TMP) will be prepared to evaluate various maintenance of traffic alternatives to be included in the Phase I study. This scope of work includes the following as required:

- Completion of IDOT form D1OP0042.
- Prepare a brief description of the project.
- Identify various traffic management strategies considered which include the cost.
- Impact analysis to evaluate delays and queues, and determine the recommended strategies and mitigation measures to reduce the impacts on the project.
- Traffic Control Plan (TCP). This includes identifying efficient, maintenance free and quick options to close Hillgrove Ave.

Associated exhibits will be prepared as part of the TMP for IDOT's review and/or concurrence. Two (2) submittals (pre-final and final) to IDOT will be prepared.

10 CONSTRUCTION COST ESTIMATE

Psomas, with support from V3, will prepare a preliminary engineer's opinion of probable construction costs (EOPCC) of the proposed improvements utilizing IDOT pay items, standards, and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. Cost estimates will be produced during the concept refinement task as well as the PDR task.

11 PROJECT DEVELOPMENT REPORT

V3 will coordinate and provide the PDR. As requested, Psomas will provide specific necessary documentation from scope tasks herein to support the Project Development Report submittal to IDOT.

12 MEETINGS AND COORDINATION

Psomas will participate as requested in meetings led by V3. These meetings are in addition to meetings noted for the public involvement requirements. See V3 scope of work for details.

13 FUNDING APPLCIATIONS

Support for this task is included with the various scope items herein.

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Western Springs	Cook	

Prime Consultant (Firm) Name	Prepared By	Date
V3 Companies	Bryce Corrigan, PE	3/5/2026

Consultant / Subconsultant Name	Job Number
Psomas	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**18**	**MONTHS**	**OVERHEAD RATE**	**176.66%**
START DATE	**6/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	11/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2026	1/1/2027	7	38.89%
1	1/2/2027	12/1/2027	11	62.94%

The total escalation = 1.83%

Local Public Agency	County	Section Number
Western Springs	Cook	

Consultant / Subconsultant Name	Job Number
Psomas	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**1.83%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer II	$79.33	$80.78
Senior Engineer I	$72.00	$73.32
Project Engineer II	$68.33	$69.58
Transportation Planner II	$48.33	$49.22
Senior Transportation Planner	$76.00	$77.39
Design Engineer II	$51.00	$51.94
Design Engineer I	$48.33	$49.22
Technician	$40.00	$40.73
Landscape Designer I	$38.33	$39.03
Landscape Designer II	$42.00	$42.77
Senior Landscape Architect I	$66.67	$67.89
Office Admin	$40.33	$41.07

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	6	$500.00	$3,000.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Counts	Actutal Cost	1	$15,120.00	$15,120.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$18,120.00**

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 176.66%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection and Review		40	2,759	4,874	910		8,543	2.09%
Concept Refinement		260	14,996	26,493	4,949		46,438	11.35%
Utility Evaluation		24	1,849	3,267	610		5,726	1.40%
Crash Analysis		20	1,322	2,336	436		4,094	1.00%
Traffic Analysis	15,120	224	14,510	25,634	4,788		60,052	14.68%
Public Involvement	3,000	556	35,616	62,920	11,753		113,289	27.69%
Lighting Design		52	3,379	5,970	1,115		10,464	2.56%
Geometric Studies		620	39,741	70,207	13,115		123,063	30.08%
Traffic Management Plan		80	4,885	8,630	1,612		15,127	3.70%
Construction Cost Estimate		40	3,082	5,445	1,017		9,544	2.33%
Meetings and Coordination		52	4,111	7,263	1,357		12,731	3.11%
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Subconsultant DL					0.00			
TOTALS	18,120	1968	126,250	223,039	41,662	-	409,071	100.00%

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Concept Refinement			Utility Evaluation			Crash Analysis			Traffic Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer II	80.78	384.0	19.51%	15.76	8	20.00%	16.16	40	15.38%	12.43	12	50.00%	40.39				12	5.36%	4.33
Senior Engineer I	73.32	308.0	15.65%	11.47							12	50.00%	36.66				12	5.36%	3.93
Project Engineer II	69.58	252.0	12.80%	8.91	8	20.00%	13.92	40	15.38%	10.71									
Transportation Planner II	49.22	124.0	6.30%	3.10	8	20.00%	9.84							8	40.00%	19.69	100	44.64%	21.97
Senior Transportation Planner	77.39	144.0	7.32%	5.66	8	20.00%	15.48							12	60.00%	46.44	100	44.64%	34.55
Design Engineer II	51.94	112.0	5.69%	2.96															
Design Engineer I	49.22	72.0	3.66%	1.80															
Technician	40.73	40.0	2.03%	0.83															
Landscape Designer I	39.03	160.0	8.13%	3.17				60	23.08%	9.01									
Landscape Designer II	42.77	120.0	6.10%	2.61				60	23.08%	9.87									
Senior Landscape Architect I	67.89	192.0	9.76%	6.62	8	20.00%	13.58	60	23.08%	15.67									
Office Admin	41.07	60.0	3.05%	1.25															
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TOTALS		1968.0	100%	$64.15	40.0	100.00%	$68.97	260.0	100%	$57.68	24.0	100%	$77.05	20.0	100%	$66.12	224.0	100%	$64.78

Local Public Agency
Western Springs

County
Cook

Section Number

Consultant / Subconsultant Name
Psomas

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Involvement			Lighting Design			Geometric Studies			Traffic Management Plan			Construction Cost Estimate			Meetings and Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer II	80.78	160	28.78%	23.25	20	38.46%	31.07	60	9.68%	7.82	12	15.00%	12.12	20	50.00%	40.39	40	76.92%	62.14
Senior Engineer I	73.32	80	14.39%	10.55				160	25.81%	18.92	12	15.00%	11.00	20	50.00%	36.66	12	23.08%	16.92
Project Engineer II	69.58	40	7.19%	5.01	4	7.69%	5.35	160	25.81%	17.96									
Transportation Planner II	49.22										8	10.00%	4.92						
Senior Transportation Planner	77.39	16	2.88%	2.23							8	10.00%	7.74						
Design Engineer II	51.94				12	23.08%	11.99	80	12.90%	6.70	20	25.00%	12.98						
Design Engineer I	49.22				12	23.08%	11.36	40	6.45%	3.18	20	25.00%	12.30						
Technician	40.73							40	6.45%	2.63									
Landscape Designer I	39.03	60	10.79%	4.21				40	6.45%	2.52									
Landscape Designer II	42.77	60	10.79%	4.62															
Senior Landscape Architect I	67.89	80	14.39%	9.77	4	7.69%	5.22	40	6.45%	4.38									
Office Admin	41.07	60	10.79%	4.43															
TOTALS		556.0	100%	$64.06	52.0	100%	$64.99	620.0	100%	$64.10	80.0	100%	$61.06	40.0	100%	$77.05	52.0	100%	$79.06

NASHnal Soil Testing, LLC.
23856 W. Andrew Road, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

Mr. Kurt Corrigan
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Phone: 630-724-9200
E-mail: kcorrigan@v3co.com

3/2/2026
Proposal No. 2026-3513-028P

RE: Proposal for the Pavement Coring and Geotechnical Exploration Services for the Hillgrove Avenue Roadway and Streetscape Improvements at Hillgrove Avenue (between Wolf Rd. & Hampton Ave.) in Western Springs, IL-60558

Dear Mr. Corrigan;

We are pleased to submit a proposal for this project. We have reviewed scope of work you prepared and discussed the project with you as a basis for this proposal. Enclosed please find a description of our understanding of the project, and an estimate of our fee and our fee schedule.

NST is a full-service company, which provides geotechnical investigation, construction inspection, material testing and environmental services (Phase-I & Phase II) to clients in both the private and public sectors. Our principals have over 23 years of combined experience in the related fields. I personally am a registered professional engineer in over 7 states and have been providing subsurface soil investigations, construction inspection and material testing services to developers and contractors in multiple locations.

Project Description

We understand that you are design engineering services for Hillgrove Avenue Roadway and Streetscape Improvements project located on Hillgrove Avenue (between Wolf Road and Hampton Avenue) in Western Springs, IL. As you have requested, to understand the subsurface soils profile and pavement sections within the roadway/street, we will drill 7 soil borings to a depth of 10 feet each at the locations marked by you for soil borings and core at all 7 locations to determine the bituminous pavement thickness along with the aggregate base thickness in order to obtain preliminary geotechnical data to help plan your design. Additionally, as requested, we will perform two (2) percolation tests at the surface at the two locations marked by you.

It is important for you to understand that during the drilling and access to the proposed area, any the existing surface, landscaping and grass in the vicinity and the access area will be damaged by our equipment. NST should not be held responsible for the repair of the damaged grounds/grass and landscaping. Additionally, if due to any unforeseen conditions, additional trips are required to drill the job, an additional mobilization fee will be charged.

Scope of Services

As you requested, we will drill seven (7) soil borings to a depth of 10 feet each below existing grade and perform two (2) percolation/infiltration tests at the locations specified by you. Surface elevations at each boring location will be determined by our field crew and referenced to a convenient on-site or nearby benchmark or established using GPS coordinates.

Before we drill, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L. I. E., does not charge for this service, but will also not locate private underground utility lines within property. If there are private underground utility lines where we are to drill, we recommend that your organization contact a private locating company, which will charge for its services. At this time, we have not made an allowance for a private locating firm in our estimate of fees for this project. If we must contact a private locating firm or if private locating firm is hired, we would pass along their fees at cost plus 15%.

We will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM: D 1586). Our crew will maintain logs noting the drilling and sampling methods and groundwater levels.

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

Laboratory Testing

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer).

If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we would contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

Mr. Kurt Corrigan
Hillgrove Avenue Roadway and Streetscape Improvements
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

3/2/2026
Proposal No. 2025-3513-027P

Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of pavement construction. We will discuss site preparation and excavation, including the placement of fill or backfill.

Our report will conclude with a discussion of construction considerations related to pavement construction and earthwork on this site with IDOT Geotechnical Exploration requirements.

Fees

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with cuttings and plug the surface with bituminous cold patch, if required

Based on the scope of work described above, we will charge the following fees.

Mobilization/demobilization of men & equipment	$ 1,500.00
7 borings, 70 total lineal feet of drilling, routine sampling	$ 3,060.00
Laboratory testing of 28 samples (w% & Qp)	$ 280.00
Laboratory testing of 14 samples (Unit Weight)	$ 210.00
Geotechnical Exploration Report & logs	$900.00
Sub Total Geotechnical Exploration	**$ 7,000.00**
7 Pavement Cores	**$1,400.00**
2 Percolation/Infiltration Tests	**$4,000.00**
Total	**$12,400.00**

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase in our fees will be in accordance with the unit prices shown on the enclosed fee schedule. If additional trips are required to drill the job, an additional mobilization fee will be charged.

Work Schedule

The utility locating will require three days following your authorization. We estimate that drilling will take one working day to complete. Laboratory testing will require an additional three days following drilling. We may submit copies of the boring logs at the completion of laboratory work and also provide verbal recommendations to the Structural Engineer to allow them to start on their design prior to receiving our formal report. Following completion of the testing, we would then prepare the soil report. We anticipate starting drilling sometime in the week of 3/29/2026, if that is not possible, we will inform you in writing.

Environmental Concerns

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, nor environmental testing of the soil or groundwater. Environmental services can be provided if you desire.

Mr. Kurt Corrigan 3/2/2026
Hillgrove Avenue Roadway and Streetscape Improvements Proposal No. 2025-3513-027P
Hillgrove Avenue (between Wolf Rd. & Hampton Ave.)
Western Springs, IL-60558

Authorization

We are submitting this proposal in two copies for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as our authorization to proceed.

We have enclosed with this proposal a copy of our General Conditions. The terms contained in the General Conditions are incorporated herein and are an integral part of this contract for professional engineering services. ACCEPTANCE OF THIS PROPOSAL BY AUTHORIZED SIGNATURE, VERBAL AUTHORIZATION, OR ISSUANCE OF A PURCHASE ORDER, INDICATES THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL, INCLUDING THE GENERAL CONDITIONS.

Mobilization/demobilization for 7 soil borings 70 lineal feet of drilling and sampling, routine laboratory testing, and the geotechnical exploration report with logs	**$ 7,000.00**
7 Pavement Cores	**$1,400.00**
2 Percolation/Infiltration Tests	**$4,000.00**
Total	**$12,400.00**

If you have any questions regarding this proposal, please contact us.

Sincerely,
Engineering Testing Laboratories

Umar T. Ahmad, P.E.
Senior Project Engineer

Enclosures:
Important Information regarding your Geotechnical Engineering Proposal
General Conditions for Geotechnical Engineering

ACCEPTED
DATE:_____

FIRM: V3 Companies

AUTHORIZED NAME: _____

WHEN ACCEPTED PLEASE SIGN *THIS* COPY AND *RETURN* IT TO OUR *OFFICE.* THANK YOU.
(Please print)

AUTHORIZED SIGNATURE:_____

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. Following are some suggestions and observations to help you manage your risks.

Have Realistic Expectations
If you have not dealt with geotechnical issues before, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by consulting geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, how they will react to construction activity, and appropriate design of foundations, slopes, impoundments, and other construction elements. Even under optimal circumstances, actual subsurface conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

Develop The Subsurface Exploration Plan With Care
The nature of a subsurface exploration program - the types, quantities, and locations of procedures used plays a large role in determining the effectiveness of a geotechnical engineering report and the design based upon it. The more comprehensive a subsurface exploration plan, the more information it provides to the geotechnical engineer, helping the engineer reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered. Geotechnical design begins with development of the subsurface exploration plan, a task that should be accomplished jointly by you and/or your professional representatives and the geotechnical engineer. Mutual development helps assure that all parties involved recognize one another's concerns and the available technical options. Clients who develop a subsurface exploration plan without the involvement of their geotechnical engineers may be required to assume responsibility - and liability - for the plan's adequacy.

Read General Conditions Carefully
Most consulting geotechnical engineers include their standard general contract conditions in their proposals, and it is common for one of these conditions to limit the engineer's liability. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise.
Various other elements of the general conditions explain the geotechnical engineer's responsibilities, in order to help prevent confusion and misunderstandings, and assist all parties in recognizing who is responsible for different tasks.
In all cases, read the geotechnical engineer's general conditions carefully. Speak with the geotechnical engineer about any questions you may have.

Have The Geotechnical Engineer Work with Other Design Professionals
Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid misinterpretations, retain your geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. Ask the geotechnical engineer to explain report implications to those design professionals affected by them, and to review other design professionals' plans and specifications to consider the manner in which they have incorporated geotechnical issues. Although other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

Realize That Environmental Issues Have Not Been Addressed
If you have requested a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice always to have a site reviewed from an environmental viewpoint. A geotechnical engineer cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING

I. Scope of Work,

NASHnal Soil Testing, LLC (hereinafter called NST) shall perform the services defined in this contract and shall invoice the client for those services at the rates shown on the attached FEE SCHEDULE. Any estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract. NST will provide additional services under this contract, as required to complete the engineering assignment, and/or as authorized by the Client and requested by the Client with charges for those additional services at the stated rates.

II. Soil Boring Locations and Elevations

It is desirable for NST to use its expertise in determining the number, depth, and locations of borings. However, it is understood that the Client may specify the number, location, or depth of borings. NST agrees to follow the Client's specifications to the extent practical. If the Client specifies the number, depth or locations of borings, Client agrees to accept the risk associated therewith, and agrees to indemnify and hold harmless NST from the claims of others arising there from. To the extent that the Client does not specify the number, locations, or depth of borings, such will be selected by NST personnel. NST will determine the ground surface elevations at the boring locations. If a benchmark is not available on the site, the elevations may be estimated from the topographic map (if one is provided). In using survey data provided by the Owner (for horizontal and vertical control), NST assumes no liability or responsibility to verify the accuracy of the survey data; we assume the survey data and/or benchmark elevations are correct as given. When NST uses a benchmark provided by the local municipality, county, or the state, we likewise assume no liability or responsibility in verifying the correctness of the elevation.

Since NST does not practice in the profession of land surveying, boring locations will be located in the field within the accuracy feasible. When the property lines are not surveyed and staked it may be necessary to approximately locate the borings by reference to available landmarks and landforms. In some cases, NST will request the Owner to either survey the boring locations before drilling starts, or after the completion of drilling. Such surveying will be carried out at no cost to NST. The boring locations shown on the Soil Boring Location Diagram are to be considered as approximate locations only.

III. Access to Site

Unless otherwise agreed, the Client will furnish NST with right-of-access to the site in order to conduct the planned exploration or field service. NST will take reasonable precautions to minimize damage due to its operations. NST has not included in the estimated charges the cost of restoration of any damage resulting from the operations, and will not be liable for such damage, If the Client directs, NST will restore the site and add the cost of restoration to the charges in accordance with personnel and equipment rates indicated on the FEE SCHEDULE.

IV. Utilities

In the prosecution of the work, we will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures, which are not called to our attention and correctly shown or described on the documents furnished.

V. Discovery of Unconfirmed Pollution, Notification to the State

If we observe a substance at the ground surface, in a boring or an excavation, or if we observe a substance in contact with or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Illinois Emergency Management Agency, in accordance with the provisions of Title 29, Chapter I, Subchapter D, Part 430, (29-IAC-430) "Emergency Response." It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. The requirements of this statute supersede the usual practice of client confidentiality, and Client agrees to hold NST harmless from any consequences arising from such notification.

VI. Invoices

a. Invoices will be submitted once a month or services performed during the prior month, Payment is due upon presentation and is past due alter thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. The Client shall provide NST with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to provide NST with a clear written statement within fifteen (15) days shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent *(1'12%)* per month eighteen percent (18%) annually on past due accounts but not to exceed the maximum rate by law. The billing rates as described in the Agreement will be increased on the anniversary of the effective date of this agreement.

b. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which NST is not involved, or upon the Client's successful completion of the project. It is agreed that all expenses incurred by NST in liens or collecting a delinquent amount, including but not limited to reasonable attorneys' fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, shall be paid to NST by the Client in addition to the delinquent amount.

VII. Ownership of Documents

NST will furnish two (2) copies of each report to the Client. The Client will be billed for additional copies at the cost of $25.00 per copy.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by NST, as instruments of service, shall remain the property of NST.

Client agrees that all reports and other work furnished to the Client or his agents who are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever.

NST will not retain any records relating to the services performed following submission of the report.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.C.

To: Board of Trustees
From: Casey Biernacki, Deputy Village Manager, Jeff Koza, Director of Engineering Services
CC: Ellen Baer, Village Manager
RE: [Previously discussed] Safe Routes to School Travel Plan Sidewalk Infill Project — Professional Design Engineering Services Agreement With Christopher B. Burke Engineering, Ltd. (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of a professional design engineering services agreement with Christopher B. Burke Engineering, Ltd. for the preparation of engineering plans and specifications for the Safe Routes to School Travel Plan Sidewalk Infill Project in an amount not to exceed $99,975.00. The item was also reviewed at the April 13, 2026 Village Board of Trustees meeting.

Summary

The Safe Routes to School Travel Plan Sidewalk Infill Project implements key recommendations from the Village's recently completed Safe Routes to School (SRTS) Travel Plan by addressing priority sidewalk gaps in three (3) general areas of the community. A location map showing these areas is included in the agenda packet.

Staff requested a design engineering proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) to prepare final plans and bid documents for sidewalk infill improvements. The project includes new sidewalk segments and Americans with Disabailities Act (ADA) compliant curb ramp upgrades at the following locations:

- 53rd Street
- Central Avenue
- Garden Avenue
- Maple Street
- Forest Avenue
- Prospect Avenue

A map is included showing the proposed locations and scope of improvements. These locations were identified as priority locations for sidewalk infill in the SRTS Travel Plan.

CBBEL's proposal includes field review, survey, geotechnical work, preparation of engineering plans and specifications, cost estimating, bidding assistance, public education, and project

coordination. These services will provide the Village with all necessary design documents to bid and construct the project.

Design engineering is expected to be completed this calendar year, with construction possible in 2027, subject to the project's inclusion in the Village's 2027 budget.

CBBEL proposes a not-to-exceed fee of $99,975, inclusive of direct costs.

Financial Impact

Account 4801365 50331
Fund Referendum Fund
2026 Budget $100,000
Project Cost Not to exceed $99,975.00

Recommended Motion

I move to approve a professional design engineering services agreement with Christopher B. Burke Engineering, Ltd. for the preparation of engineering plans and specifications for the Safe Routes to School Travel Plan Sidewalk Infill Project in an amount not to exceed $99,975.00.

Strategic Plan Alignment

- Public Safety and Community Engagement
- Infrastructure Improvements

File Attachments

1. Resolution No. 26-XXXX re PSA with CBBEL for Safe Routes to School Sidewal(2116656.1)
2. Exhibit A - Western Springs 2027 Sidewalk Infill Project
3. Exhibit 1 - Rider to PSA for Engineering Services with CBBEL for Design En(2116686.1)
4. 2027 Sidewalk Infill Project Location Map

RESOLUTION NO. 26-XXXX
VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 27, 2026
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ENGINEERING SERVICES RELATED TO THE SAFE ROUTES TO SCHOOL SIDEWALK INFILL PROJECT IN AN AMOUNT NOT TO EXCEED $99,975.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and Christopher B. Burke Engineering, Ltd. ("Engineer") desire to enter into a Professional Services Agreement for Engineering Services (the "Services") for the Safe Routes to School Sidewalk Infill Project and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and Christopher B. Burke Engineering, Ltd. in Regard to Engineering Services for the Safe Routes to School Sidewalk Infill Project", copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services will be performed relative to design and engineering services related to the Safe Routes to School sidewalk infill project, referred to as the "Project". The Village is preparing to implement several key recommendations from the recently completed Safe Routes to School Travel Study, including sidewalk gap infill in three key areas. The Services are set forth in more detail in the attached PSA; and

WHEREAS, the Engineer's fee to perform the Services is a "not-to-exceed" fee of $99,975.00. The Engineer's fee will be paid from the Village's General Fund and/or monies from other lawful sources; and

WHEREAS, at an open public meeting held on April 7, 2026, the Public Works and Water Committee (the "Committee") reviewed the terms of the attached PSA, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at open public meetings held on April 13, 2026, and April 27, 2026, the Village Board reviewed and discussed the Project the PSA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for input from the public. At its April 27, 2026, meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under 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) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, 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, businesses and the public to approve and enter into the attached PSA.

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 Agreement and Other Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Engineering Services (the "Services") for the Safe Routes to School Sidewalk Infill Project ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and Christopher B. Burke Engineering, Ltd. For Engineering Services for the Safe Routes to School Sidewalk Infill Project" (collectively the "PSA"), copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Execution of Agreement and Other Documents and Approval of Expenses. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the PSA.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of one (1) certified copy of this Resolution and an executed version of the attached PSA to the Engineer.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval and adoption 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 the 27th day of April, 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"

Professional Services Agreement
Between The Village Of Western Springs And Christopher B. Burke Engineering, Ltd.
In Regard To Engineering Services For The
Safe Routes To School Sidewalk Infill Project

and

Exhibit "1"
Rider to Professional Services Agreement
Between The Village Of Western Springs And Christopher B. Burke Engineering, Ltd.
In Regard To Engineering Services For The
Safe Routes To School Sidewalk Infill Project

(attached)

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

CLERK'S CERTIFICATE

I, Edward Tymick, the 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-XXXX

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ENGINEERING SERVICES RELATED TO THE SAFE ROUTES TO SCHOOL SIDEWALK INFILL PROJECT IN AN AMOUNT NOT TO EXCEED $99,975.00.

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

March 24, 2026

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

Attention: Casey Biernacki – Deputy Village Manager

Subject: Proposal for Professional Design Engineering Services
2027 Safe Routes to School Travel Plan Sidewalk Infill Project
Village of Western Springs, Illinois

Dear Mr. Biernacki,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the final design effort for the 2027 Safe Routes to School Travel Plan Sidewalk Infill project in the Village of Western Springs (Village). Included in this proposal are our Understanding of Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village desires for CBBEL to provide site investigation and engineering design services necessary to develop final engineering and prepare bid documents for the 2027 Safe Routes to School Travel Plan Sidewalk Infill project. The purpose of this project is to eliminate select gaps in the Village's sidewalk network so that a continuous sidewalk/access route ("access route") is provided on at least one side of the street throughout the project limits. The improvements are generally anticipated to include:

- Construction of new sidewalks and curb ramps along with associated grading, restoration, etc. in compliance with ADA and PROWAG requirements.
- Tree removals, tree pruning, and tree root pruning where necessary to accommodate the sidewalk improvements

Based on discussion with Village staff and our review of the 2021 Forest Hills Sidewalk Feasibility Study, below is a summary of the overall limits of work:

Street	From	To	Segment Length (ft)	Side of Street	New Sidewalk (ft)
53rd Street	Fair Elms Avenue	Wolf Road	2,150	South	1,500
Central Avenue	55th Street	47th Street	5,200	East	1,050*
Garden Avenue	North End	Maple Street	1,800	TBD	1,300
Maple Street	Hampton Avenue	Forest Avenue	250	South	250
Forest Avenue	Maple Street	Chestnut Street	800	West	250
Prospect Avenue	Chestnut Street	Hillgrove Avenue	1,500	East	425

*A mid-block crossing consisting of new curb ramps and pavement striping will be installed on Central Avenue approximately 650' north of 53rd Street.

In addition to designing infill sidewalk segments, CBBEL will review ADA compliance at existing curb ramps along the selected access route on each street (one side of the street only) within the project limits and incorporate any necessary improvements into the project. This project includes only sidewalk/curb ramp work, and designing other improvements such as roadway or parking area reconstruction/resurfacing and retaining walls over two feet high are excluded from this effort.

This proposal includes topographic survey, soils investigation for LPC-663, final engineering design, preparation of plans, specifications and cost estimate, public involvement, and bidding assistance.

SCHEDULE

This proposal assumes that notice to proceed will be issued to CBBEL in April 2026. We anticipate completing the tasks outlined in this proposal in late 2026 to allow bidding to occur in late 2026/early 2027 and construction to start in Spring 2027. Preliminary design/cost estimating will be completed by August 2026 to provide budgetary costs to the Village for planning purposes.

SCOPE OF SERVICES

Based on our extensive experience with similar projects, our anticipated Scope of Services is detailed below:

Task 1 – Data Collection and Field Reconnaissance: CBBEL will perform a thorough field reconnaissance of the existing conditions within the project limits, including verification of the topographic survey, confirmation of sidewalk and crossing improvement locations, and identification of ADA issues along the access route.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of the proposed sidewalk infill locations along with survey of up to four (4) existing sidewalk ramp corner locations along access routes within the project limits. The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation (NAD83 (2011) horizontal control datum).

2. Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, garage face with entry finished grade, etc. within the project limits.

4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.

5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure, we will identify size, type, rim, and invert elevations. Structure Detail Field Note Sheets will be included with final product.

8. Office contouring of field data and one-foot contour intervals.

9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

Task 3 – Geotechnical Investigation (LPC-663 Analysis): A Geotechnical Investigation will be performed by CBBEL's subconsultant, Seeco Consultants (Seeco). The investigation will include only LPC-663 certification of the existing soils to confirm they will be accepted at a local dump site. This assumes no flagmen are required to take the samples. A summary report will be prepared which describes the sampling procedures

and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Geologist. The LPC-663 Form will be included as an attachment to the report.

Task 4 – Pre-Final (90%) Plans, Specifications and Estimate: CBBEL will design and prepare Pre-Final (90%) contract documents consisting of plans, specifications, estimate of time, and an itemized estimate of construction cost. The plans will be prepared in accordance with applicable Village and IDOT design criteria, and are anticipated to include the following sheets:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	2	2
General Notes/Summary of Quantities	1	4	4
Alignment, Ties and Benchmark Sheets (1"=50')	2	4	8
Typical Sections	2	4	8
Removals, Erosion Control, and Tree Protection	7	6	42
Roadway Plan and Profile (1"=20')	10	16	160
Basic ADA Grading Details (non-IDOT)	4	6	24
Cross Sections	18	4	72
Specifications	--	--	16
Cost Estimate/Quantities	--	--	16
TOTAL	45		352

Utility atlas information will be obtained from JULIE for reference during the design, but a comprehensive utility coordination effort and drafting of existing utilities into the plans is not included due to the shallow nature of the anticipated sidewalk improvements.

All contract special provisions will be prepared in IDOT standard format. Structural design of retaining walls over two feet high area excluded from this task.

This task excludes permitting.

Task 5 – Bid Documents (100%): CBBEL will finalize the plans, specifications, and estimate for public bidding by the Village. The requested number of copies of plans and specifications will be submitted to the Village and any review agencies for their files. A final estimate of cost and estimate of required working days will also be prepared. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format.

CBBEL will facilitate advertisement of the project in the IDOT Local Roads bulletin. We assume any newspaper and other media advertisements will handled by the Village outside of this agreement.

Task 6 – Bidding Assistance: CBBEL will make the plans available to prospective bidders via QuestCDN, manage the QuestCDN online bidding, attend the pre-bid meeting, attend

the bid opening, tabulate the bids and make recommendations to the Village, prepare contracts for the successful bidder, and attend the preconstruction meeting.

Task 7 – Public Information Meeting: If necessary, CBBEL will assist the Village with conducting a Public Information Meeting to disseminate project information to project stakeholders and the general public. We recommend holding the public information meeting towards the end of the final design, when details such as construction schedule and property-specific impacts have been finalized. We have budgeted for preparation and attendance at one (1) public meeting by one (1) CBBEL staff member. CBBEL will prepare basic aerial overview exhibits for the Public Information Meeting, which is anticipated to be an Open House format.

Task 8 – Project Meetings, Coordination and Management: CBBEL will coordinate with the Village and project stakeholders throughout the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings with Village staff will be needed during final design development of the project. CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

CBBEL will manage the day-to-day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Task 1 – Data Collection and Field Reconnaissance	$ 5,550
Task 2 – Topographic Survey	$ 20,750
Task 3 – Geotechnical Investigation (LPC-663 Analysis)	$ 3,380
Task 4 – Pre-Final (90%) Plans, Specifications and Estimate	$ 46,135
Task 5 – Bid Documents (100%)	$ 11,250
Task 6 – Bidding Assistance	$ 3,280
Task 7 – Public Information Meeting	$ 4,980
Task 8 – Project Meetings, Coordination and Management	$ 4,500
Direct Costs	$ 150
TOTAL NOT-TO-EXCEED FEE:	**$ 99,975**

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us at any time.

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF WESTERN SPRINGS:

BY: _____

TITLE: _____

DATE: _____

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

Personnel	Hourly Rate
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2026, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

   The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs (''Losses''), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor’s failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Exhibit "1"

Rider to Professional Services Agreement
Between The Village Of Western Springs And Christopher B. Burke Engineering, Ltd.
In Regard To Engineering Services For The Safe Routes To School
Sidewalk Infill Project

(attached)

Rider to
Professional Services Agreement
Between The Village Of Western Springs And Christopher B. Burke Engineering, Ltd.
In Regard To Engineering Services For The Safe Routes To School
Sidewalk Infill Project

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
(2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
(3) Professional Liability/Malpractice Liability policy; and
(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

(1) 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.
(2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.
(3) Professional Liability: $1,000,000 single limit for errors and omissions, professional/malpractice liability.
(4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $100,000 per accident.

c. 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 as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

(a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
(b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
(d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

(3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and polices and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may

be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.

7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

    a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
c. If ENGINEER makes a general assignment for the benefit of creditors.
d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.

9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE’s express authorization would be harmful and damaging to the VILLAGE's interests:

    a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
    b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.

c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

    a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
    b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.).

21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.

23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

    a. If to the VILLAGE:
    Village of Western Springs
    740 West Hillgrove Avenue
    Western Springs, Illinois 60558
    Attn: Ellen Baer, Village Manager

    b. If to the ENGINEER:
    Current Business Address and Contact Information
    Directed to the President or Project Engineer of the Engineering Firm

    c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
    a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
    b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
    c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
    d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.).

e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
   (1) 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.
   (2) 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.
   (3) 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.
   (4) 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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.
   (5) 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.
   (6) 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.
   (7) 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.

f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
g. 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 ENGINEER 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.
h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
   (1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
(b) Specifying the actions that will be taken against employees for violations of such prohibition.
(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
(i) abide by the terms of the statement; and
(ii) 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.

(2) Establishing a drug-free awareness program to inform employees about:
(a) the dangers of drug abuse in the workplace;
(b) the ENGINEER's policy of maintaining a drug-free workplace;
(c) any available drug counseling, rehabilitation, and employee assistance program; and
(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) 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.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any

Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.

p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.

2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:

(1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency

in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq*. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*. Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

(2) Non-Discrimination. Each Party and its officers, corporate authorities, 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. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party 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 III. 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. Each Party 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)

(3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be

limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: April , 2026

0 700 1,400
Feet

2027 SIDEWALK INFILL PROJECT LOCATION MAP

CLIENT: Western Springs

TITLE: 2027 SIDEWALK INFILL PROJECT LOCATION MAP

PROJ. NO. P260145
DATE: 03/25/2026
SHEET 1 OF 1
DRAWING NO. EXH 1

Legend

- 2027 Sidewalk Infill
- ADA Corner Review Location

CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street, Suite 201 · Lockport, IL 60441 · (815) 770-2850

DSGN.			SCALE:	1:8,400
DWN.			AUTHOR:	DWALTERS
CHKD.			PLOT DATE:	3/25/2026
FILE:	2027 Sidewalk Infill Project Location Map			

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Path: N:\PROPOSALS\ADMIN\2026\Western Springs 2027 Sidewalk Infill Project P260145\GIS\Exhibits\2027 Sidewalk Infill Project Location Map.aprx

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.D.

To: Board of Trustees
From: Diana Puga, Municipal Services Coordinator
CC: Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Ronald Derengowski, Water Plant Superintendent
RE: [Previously discussed] Professional Services Agreement with HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their April 7, 2026 meeting and recommended the approval of a professional services agreement with HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program for an amount not to exceed $75,877. The item was also reviewed by the Village Board of Trustees at a meeting held on April 13, 2026.

Summary

Attached for review is a Professional Services Agreement (PSA) from HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 replacement of 50 lead service lines, 5 of which would serve as alternates. The scope of the design services includes:

- Project Management, including collection of data for the purposes of identifying potential replacement locations.
- Design Services, including field investigation service and obtaining written confirmation from each property owner to replace the lead service line.
- Property Survey collection including in-home inspections if necessary for the purposes of field measurements to determine the location of water meter/service penetration and the location of the sanitary service line.
- Preparation of the Summary Plan Sheet for proposed project areas.
- Preparation of specifications for the IEPA, and regulatory coordination.
- Bid phase services.

Financial Impact

Account 4303510 50331
Fund Water
2026 Budget $110,000

Project Cost As required

Recommended Motion

I move to approve a Professional Services Agreement with HR Green, Inc. for Phase II Design Engineering Services for the Phase 3 CY26-27 Lead Service Line Replacement Program for an amount not to exceed $75,877.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. PSA_HRG_LSLR_Phase_3_Design_Bidding_Services_031826
2. Exhibit 1 - Rider to PSA for Phase III Design Services with HR Green for the LSLR Program (1)
3. Resolution No. 26-XXXX re PSA with HR Green for Phase II Design Services for Ph(2117190.1)

PROFESSIONAL SERVICES AGREEMENT

For

Lead Services Line Replacement
Phase 3: Design Services for Lead Service Line Replacement

Mr. Ronald Derengowski
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois, 60558
(708) 246-1800 Ext. 214

Sylwia Kokoszka, Lead Engineer
HR Green, Inc.
1391 Corporation Drive, Suite 203
McHenry, Illinois, 60050
HR Green Project Number: 2202505.04

March 18, 2026

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8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between VILLAGE OF WESTERN SPRINGS (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT is required to complete Village-wide replacement of lead service lines to meet the Lead Service Line Replacement and Notification Act (Public Act 102-0613). Based on the CLIENT’s current lead service line inventory, the CLIENT is estimating that approximately 583 properties will require water service line replacement. The CLIENT will be required to replace a minimum of approximately 7% of the lead service lines per year, assuming the CLIENT has less than 1,200 total lead service lines within the Village. COMPANY had previously assisted the CLIENT with the development of a Project Plan for lead service line replacement, which included a preliminary phasing plan (Phase 0 through 14). COMPANY has prepared design engineering services for Phase 1 and Phase 2.

For this AGREEMENT, the CLIENT is requesting for COMPANY to provide Phase 3 design engineering services for 45 lead service lines. An additional 5 lead service lines are included as alternates, for a total of 50 lead service lines.

1.2 Design Criteria/Assumptions

- The lead service line replacement shall be designed to follow the most current version of AWWA C810-17: Replacement and Flushing of Lead Service Lines.
- Service line replacement shall conform to the requirements of the CLIENT’S Municipal Code, including but not limited to the following:
    - All new lines serving a building within the Village shall use type "K" pipe (copper pipe) and be one inch (1") or greater.
    - Service lines shall conform to the specifications of the CLIENT’s plumbing code (Title 9, Chapter 4).
    - The methodology established in Phase 2 design services will be replicated for Phase 3.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

<u>Meetings, QA/AC, Project Management and Coordination</u>

1. Conduct a virtual kick-off meeting with CLIENT, using Teams, to review the project scope, schedule, and to discuss key elements. CLIENT will provide COMPANY with a list of addresses for Phase 3 design services.
2. Collect maps, shapefiles, drawings, specifications, reports, and other pertinent information from CLIENT.
3. Provide project management throughout the project duration; project duration is estimated to be approximately 8 months.

4. Quality Control and Quality Assurance services will be provided by a senior engineer at the 60% and 100% contract plan and specification milestones.
5. Review and progress meetings with CLIENT. It is assumed that these meetings will be limited to one (1) review meeting for 60% documents and one (1) additional design progress/review meeting at the CLIENT's discretion. A total of two 1-hour Teams design review meetings are included in the proposal.

Design Services

1. Prior to COMPANY initiating field investigation services, CLIENT will obtain written confirmation from each property owner that they agree for CLIENT to replace the entire service line.
2. Parcel Survey
    a. Resident Coordination: CLIENT to contact each individual property owner to schedule a time for the inspection. CLIENT to schedule multiple inspections within the same block to minimize the number of trips required.
    b. Planimetric Survey: COMPANY will collect the following:
        i. Tree sizes and tree locations within the parkway/ROW in front of the parcels requiring water service replacement. Species and condition will not be collected.
        ii. Locate visible water valve vaults to verify which side of the street the watermain is located on.
        iii. Locate visible curb boxes, sanitary cleanouts, edge of driveways, and identify street material
        iv. Locate corners of the houses.
        v. Photographs of curb boxes, the house, extensive landscaping, etc.
    c. In-Home Inspection: CLIENT representative will accompany COMPANY representative for in-home inspections. COMPANY will collect the following:
        i. Photographs of water meter location.
        ii. Photographs of service penetration inside the house.
        iii. Photographs of sanitary service location.
        iv. Field measurements to identify the approximate location of water meter/service penetration and sanitary service line.
3. Prepare Summary Plan Sheet for Each Property which includes the following:
    a. Property address.
    b. Approximate location and size of existing water service line.
    c. Approximate location of existing sanitary service line (if found).
    d. Existing trees and tree protection zones recommended by Village Forester.
    e. Proposed location for the public water service line and curb box. Note: Contractor will be required to identify the best route for the private water service line.
    f. Photograph of curb box location.
    g. Photograph of water meter/service penetration inside the house.
4. Prepare bid specifications per Illinois Environmental Protection Agency (IEPA) Standards. Create a summary of quantities sheet. Create plan set with cover sheet, legends and abbreviations sheet, general notes sheet, overall site plan (2 sheets), summary plan sheets for each property (50 plan sheets), and proposed details for bidding (8 sheets). The plan set will have a total of 63 sheets. Prepare project specific special provisions per IEPA requirements. The plan set and specifications

will follow the format established for the Phase 1 and Phase 2 design engineering projects for Lead Service Line Replacement. COMPANY will prepare a 60% submittal and 100% submittal. COMPANY will provide the 60% plans and specifications to CLIENT for review.

5. Approximately one week after providing the 60% submittal, COMPANY will meet with CLIENT to review comments on 60% submittal. CLIENT comments will be addressed and final details added into a final 100% submittal consisting of "For Bidding" plans, specifications and an Engineers Opinion of Probable Construction Costs (EOPCC).
6. Develop a project schedule for advertisement, bidding and construction completion.
7. Submit an electronic file with the "For Bidding" contract documents.
8. Assist CLIENT with IEPA SRF loan application, documentation, and correspondence necessary for CLIENT to obtain the SRF loan.

Bid Phase Services

1. COMPANY will provide CLIENT with "Advertisement for Bids" template for CLIENT to publish in the local newspaper.
2. COMPANY will provide construction documents to prospective bidders upon request.
3. COMPANY will maintain a record of parties to whom bidding documents have been issued.
4. Correspond with prospective bidders, suppliers, and other interested parties with questions and comments during the bid period. Issue addenda as appropriate to interpret, clarify, or expand bidding documents.
5. Attend bid opening and assist CLIENT with opening of bids.
6. Prepare bid tabulation sheets and distribute to CLIENT and plan holders.
7. Assist CLIENT with evaluation of bids. Prepare a recommendation for award of contract.
8. Prepare construction contract documents and submit to contractor for completion.

Illinois EPA Public Water Supply Loan Program

1. The CLIENT is anticipating the Project to be funded through the Illinois EPA Public Water Supply Loan program (PWSLP).COMPANY will maintain books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois EPA or any of its authorized representatives shall have access to books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

   Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

   Information and reports resulting from access to records pursuant to this section shall be disclosed to the Illinois EPA. The COMPANY shall have an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of

the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- Information and reports resulting from access to records pursuant to subsection (1) above shall be disclosed to the Agency. The auditing agency shall afford the COMPANY an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records under this section shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to Section 664.650 of the procedures for issuing loans from the PWSLP, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception. Participation in IEPA audit processes shall be billed to CLIENT at a Time and Material rate based on requests received for audit support.

The COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2. The COMPANY agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the COMPANY acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

3. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The COMPANY shall carry out applicable requirements of 40 CRF Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the COMPANY to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will provide CLIENT with electronic copies of the 60% and 100% plans and specifications. An EOPCC will be provided with the 100% submittal. Photos, surveys and CAD files may be provided upon request from CLIENT. COMPANY will provide support to CLIENT related to the management of CLIENT's PWSLP funding source upon request.

1. Notice to Proceed – NTP……..…….May 2026
2. Kick-off meeting with CLIENT……...…May 2026
3. External Spot Survey……..…….. May-July 2026
4. In-House Inspections……..…May-July 2026
5. Submit 60% design documents to CLIENT……November 2026
6. Review meeting for 60% design……November 2026
7. Submit 100% final documents to CLIENT……December 2026
8. Submit to IEPA for Loan Approval……December 2026
9. Obtain Loan Commitment……..… January 2027
10. Advertise for Bids…….……January 2027
11. Bid Opening……..…March 2027
12. Submit Bids Received Information to IEPA for Approval…… March 2027
13. NTP to Contractor after IEPA Approval…….. July 2027

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Parcel boundary research, including subdivision maps, right-of-way widths, parcel lines, and parcel ownership information other than readily available parcel line information from the County.
- Boundary survey
- Replacement of water main, fittings, hydrants, or other water utility infrastructure.
- Sidewalk replacement design to meet PROWAG standards.
- Sanitary sewer line, sump pump/storm drainage lines, gas, electrical or any other service line replacement.
- Easements, easement appraisals, negotiation of easements with landowners, and payment of easements.
- Topographic Survey
- Hydraulic water modeling and capacity evaluation of the water distribution system
- Construction administration, staking, and/or observation services

- Any evaluation or modification to the sanitary, watermain, and storm sewer mains or systems.
- Any significant roadway replacement and/or modifications other than patching, curb/gutter, and sidewalk replacement associated with the service line replacement.
- Preparation or administration of maps, plats, deeds, or easement documents not specifically referenced in the scope of services.
- Environmental, archeological, historical, or cultural resources investigations, assessments, tests, studies, and reports.
- Meetings with local, State, or Federal agencies to discuss the project.
- Appearances at public meetings and public hearings.
- Plat of Easement
- Plat of Dedication/Highways
- Plat of Survey
- Permitting and associated fees are assumed not applicable to this project and not included.
- Bid advertisement costs are assumed to be the CLIENT responsibility and not included.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

- Resident Coordination: CLIENT to contact each individual property owner to schedule a time for the inspection. CLIENT to schedule multiple inspections within the same block to minimize the number of trips required. The CLIENT will provide an initial list of contact information for each address.
- CLIENT's Forester to provide recommendations on proposed curb box location and watermain connection points to protect existing trees
- Provide access to work sites for COMPANY to perform services.
- Pay all permit fees and other required fees associated with the project.
- Provide relevant materials, such as maps, drawings, specifications, shop drawings, utility data, shapefiles, O&M manuals, operating data and reports, maintenance data and reports, water quality and reports.
- Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions and to answer questions.
- Review all project deliverable documents submitted by COMPANY and provide all comments back to COMPANY within one week, or otherwise as required by the project scope of services and schedule.
- Provide GIS data needed for project.
- Request the homeowner to remove items from around the water service line penetration into the house for obtaining clean pictures for use in the Summary Sheet.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of $75,877.00.

Task	**Fee (T&M basis)**
Project Management, Meetings, Data Collection from CLIENT	$3,332.00
Field Investigation / Planimetric Survey	$31,656.00
Design Phase Services	$34,850.00
Bid Phase Services	$6,039.00
Total	**$75,877.00**

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed $50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

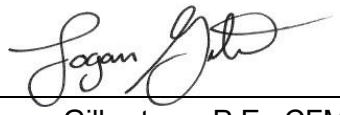
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Sylwia Kokoszka, PE

Approved by: 

Printed/Typed Name: Logan Gilbertsen, P.E., CFM

Title: Regional Manager - Associate Date: March 18, 2026

VILLAGE OF WESTERN SPRINGS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Exhibit "1"

Rider to Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
in Regard to Phase III (CY 2026-27) Design Services for
Lead Service Line Replacement Program

(attached)

Rider to
Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
in Regard to
Phase III (CY 2026-27) Lead Service Line Replacement Program

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
(2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
(3) Professional Liability/Malpractice Liability policy; and
(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

(1) 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.
(2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.
(3) Professional Liability: $1,000,000 single limit for errors and omissions, professional/malpractice liability.
(4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $100,000 per accident.

c. 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 as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

(a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

(b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.

(d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

(3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and polices and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.

7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

    a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
    b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
    c. If ENGINEER makes a general assignment for the benefit of creditors.
    d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
    e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.

9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all

costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the “Services”) shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and

reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

    a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
    b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
    c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
    d. Financial information and police records.

    This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*.).

21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.

23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

    a. If to the VILLAGE:
    Village of Western Springs
    740 West Hillgrove Avenue
    Western Springs, Illinois 60558
    Attn: Ellen Baer, Village Manager

    b. If to the ENGINEER:
    Current Business Address and Contact Information
    Directed to the President or Project Engineer of the Engineering Firm

    c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
   a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
   b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
   c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
   d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.).
   e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
      (1) 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.
      (2) 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.
      (3) 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.
      (4) 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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.
      (5) 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.
      (6) 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.
      (7) 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.

f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. 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 ENGINEER 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.

h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
   (1) Publishing a statement:
      (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
      (b) Specifying the actions that will be taken against employees for violations of such prohibition.
      (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
         (i) abide by the terms of the statement; and
         (ii) 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.
   (2) Establishing a drug-free awareness program to inform employees about:
      (a) the dangers of drug abuse in the workplace;
      (b) the ENGINEER's policy of maintaining a drug-free workplace;
      (c) any available drug counseling, rehabilitation, and employee assistance program; and
      (d) the penalties that may be imposed upon employees for drug violations.
   (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
   (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
   (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
   (6) 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.
   (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages,

losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.

p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.

2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:

(1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the

procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq*. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq*. Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

(2) Non-Discrimination. Each Party and its officers, corporate authorities, 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. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party 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 III. 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. Each Party 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)

(3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: April , 2026

RESOLUTION NO. 26-XXXX
VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 27, 2026
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. FOR THE PERFORMANCE OF PHASE II DESIGN SERVICES RELATED TO THE PHASE III (CY 2026-27) LEAD SERVICE LINE REPLACEMENT PROGRAM.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and HR Green, Inc. ("Engineer") desire to enter into a Professional Services Agreement for Phase II Design Services ("Services") for the Lead Service Line Replacement Program and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Phase II Design Services for the Lead Service Line Replacement Program", copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services will be performed relative to the design of Phase II of the Lead Service Line Replacement Program. The Village is working towards compliance with the Lead Service Line Replacement ("LSLR") and Notification Act (the "Act"). The Phase III CY 2026-2027 Phase of LSLR compliance anticipates project management, design, bid phase services, and loan documentation services for approximately 600 residences in the Village of Western Springs ("Village"), referred to as the "Project." The Services are set forth in more detail in the attached PSA; and

WHEREAS, the Engineer's fee to perform the Services is a "not-to-exceed" fee of $75,877.00. The Engineer's fee will be paid from the Village's potential IEPA Loan, Water Fund and/or monies from other lawful sources; and

WHEREAS, at an open public meeting held on April 7, 2026, the Public Works and Water Committee (the "Committee") reviewed the Project and the terms of the attached PSA, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at open public meetings held on April 13, 2026 and April 27, 2026, the Village Board reviewed and discussed the Project, and the PSA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for input from the public. At its April 27, 2026 meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under 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) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, 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, businesses and the public to approve and enter into the attached PSA.

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 Agreement and Other Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Phase II Design Services ("Services") for the Lead Service Line Replacement Program and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and HR Green, Inc. in Regard to Phase II Design Services for the Lead Service Line Replacement Program" (collectively the "PSA"), copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 3: Execution of Agreement and Other Documents and Approval of Expenses. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the PSA.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of one (1) certified copy of this Resolution and an executed version of the attached PSA to the IEPA (if required by the IEPA) and one (1) certified copy of this Resolution and an executed version of the attached PSA to the Engineer.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval and adoption 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 the 27th day of April, 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"

Professional Services Agreement
Between The Village Of Western Springs And HR Green, Inc.
In Regard To Phase II Design Services For the
Phase III (CY 2026-27) Lead Service Line Replacement Program

and

Exhibit "1"
Rider to Professional Services Agreement
Between The Village of Western Springs and
HR Green, Inc. In Regard To
Phase II Design Services for the
Phase III (CY 2026-27) Lead Service Line Replacement Program

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, the 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-XXXX

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND HR GREEN, INC. FOR THE PERFORMANCE OF PHASE II DESIGN SERVICES RELATED TO THE PHASE III (CY 2025-26) LEAD SERVICE LINE REPLACEMENT PROJECT

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 27h day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.E.

To: Board of Trustees
From: Ronald Derengowski, Water Plant Superintendent
CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services
RE: [Previously discussed] Waiver of Bidding Process and Contract with Sole-Source Provider Ferguson Waterworks for the Purchase of Water Meters and Accessories (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their April 5, 2026 meeting and recommended the approval of a waiver of the bidding process and contract and with Ferguson Waterworks for the purchase of water meters and accessories for the 2026 Water Meter Replacement Project. The item was also reviewed by the Village Board of Trustees at a meeting held on April 13, 2026.

Summary

On March 23, 2026, the Village authorized and approved a contract with Water Services Company for the replacement of 110 water meters Village-wide that have reached or are nearing their useful service life. In order to complete the 110-meter replacements, the Village will need to purchase, add, and restock the existing water meters and accessories in our current inventory.

Attached is the quote for the quantity of water meters and accessories that are needed. The budgeted amount for water meters, accessories, and service for 2026 is $87,700.00. The Village board previously approved an amount not to exceed $37,700 for the purchase of meters and related equipment tied to the development of 5600 Wolf Road. Municipal Services is asking the Committee to approve a contract with Ferguson Waterworks for a not to exceed amount of $50,000 for routine maintenance and meter replacement. Ferguson Waterworks is the authorized sole source provider of Neptune products to the Village of Western Springs.

Financial Impact

Account 4303510 62031
Fund Water Fund
2026 Budget $87,700.00
Project Cost $50,000

Recommended Motion

I move to approve a waiver of the bidding process and contract with Ferguson Waterworks for

the purchase of water meters and accessories for the 2026 Water Meter Replacement Project for an amount not to exceed $50,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Ferguson Meter Quote 2026 Water Meter Replacement
2. Resolution No. 26-____ re Waiving the Competitive Bid Process and Approving Purchase of Water Meters from Ferguson Waterworks (B
3. Exhibit 1-- Vendor Contract between the Village of Western Springs and Ferguson Waterworks for Water Meter Purchases

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2791
1845 WESTERN DR
WEST CHICAGO, IL 60185-0000

Phone: 847-742-3400

Deliver To:
From: **Antonio Gattuso**
anthony.gattuso@ferguson.com
Comments:

08:42:32 FEB 12 2026

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 847-742-3400

Bid No: B215954
Bid Date: 02/12/26
Quoted By: AGA

Cust Phone: 708-246-1800
Terms: NET 30 DAYS

Customer:
VILLAGE OF WESTERN SPRINGS
METER ACCOUNT
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Ship To:
VILLAGE OF WESTERN SPRINGS
METER ACCOUNT
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

Cust PO#: RFP METERS

Job Name: VERBAL RON

Item	Description	Quantity	Net Price	UM	Total
NEU1D1G1B1A	3/4 SL MACH10 USG 2.0	54	245.630	EA	13264.02
NEU1F1G1B1A	1 MACH10 USG 2.0	10	315.500	EA	3155.00
NEU2A1G1	1-1/2 MACH10 USG 13 LL	12	840.500	EA	10086.00
NEU3B1G1	3" MACH 10, 17" LENGTH USG	1	3177.350	EA	3177.35
N13341220	R900 V4 WALL MIU ASSY W/ 25 WIRE	78	108.500	EA	8463.00
PSXMCGH	LF BRZ 1 STRT MTR COUP	20	24.700	EA	494.00
PSXMFJ	LF BRZ 1-1/2 MTR FLG KIT PR	12	223.600	EA	2683.20
M7610RKM	3 MTR FLG KIT RND	1	473.200	EA	473.20
AMTRWIRE	1000FT MTR WIRE PULLBOX	1	223.600	EA	223.60

Net Total:	$42019.37
Tax:	$0.00
Freight:	$0.00
Total:	$42019.37

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2791&on=29528

FERGUSON WATERWORKS #2516
Price Quotation

08:42:32 FEB 12 2026
Reference No: B215954

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2791&on=29528

RESOLUTION NO. 26-????

VOTE: _____
AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____
DATE: April 27, 2026
OTHER: 2/3 Majority Vote Required.

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 $50,000.

WHEREAS, the Village of Western Springs (the "Village") desires to waive the competitive bidding process and purchase water meters and accessories from sole source provider, Ferguson Waterworks, LLC of Elgin, Illinois (the "Vendor"), to purchase water meters and accessories (the "Project"); and

WHEREAS, the Village purchases water meters for issuance for new water service upgrades related to remodeling projects and new single-family home developments; and

WHEREAS, the Vendor is a sole source vendor previously contracted by the Village through its predecessor-in-interest, Water Resources of Elgin, Illinois. The purchase of Neptune Water Meters from Water Resources was approved via Resolution 22-2711 on December 19, 2022, for a Village-wide upgrade of advanced water metering equipment; and

WHEREAS, the Village desires to purchase the additional water meters and accessories of a total not-to-exceed value of $22,822.08 using funds available in the Village Water Fund and/or from other Village funds; and

WHEREAS, at an open public meeting held on April 7, 2026, Village's Public Works and Water Committee ("Committee") reviewed and discussed the Project 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 of the water meters and accessories from the Vendor for the completion of the Project; and

WHEREAS, at open public meetings held on April 13, 2026 and April 27, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Agreement, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its April 27, 2026 meeting, the President and Board of Trustees accepted the Committee's recommendation to waive the competitive bid process and approve and authorize the purchase of the water meters and accessories from the Vendor for the completion of the Project; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than $25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized

under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), 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), to enter into the Contract, 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 Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE 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 and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the waiver of the competitive bidding process and approve and authorize the purchase of the water meters and accessories, substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Agreement, and such other instruments and documents as are necessary to fulfill the Village's obligations under the Agreement.

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 Water 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 Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Agreement to the Clerk's office and to the Contractor.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its passage 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 Regular Meeting thereof, held on the 27th day of April, 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

Group Exhibit "A"

VENDOR CONTRACT WITH FERGUSON WATERWORKS, LLC OF ELGIN, ILLINOIS FOR THE PURCHASE OF WATER METERS AND ACCESSORIES FOR A TOTAL AMOUNT NOT TO EXCEED $50,000.

(attached)

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

CLERK'S CERTIFICATE

I, Edward Tymick, the 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 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 $50,000.

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Ferguson Waterworks, LLC of Elgin, SC)

This Vendor Contract for Goods, Supplies and Services (the "Contract") is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Ferguson Waterworks, LLC of Elgin, South Carolina (the "Vendor"), and is dated as of _____, 202_. The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the Work as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:

    a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order/Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated February 12, 2026 (Invoice or Purchase Order No. or Agreement), and a true and correct copy of said Invoice/Purchase Order/Agreement is attached hereto as **Exhibit "A**"; and
    b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.

2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order/Agreement/Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.

3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Exhibit "A"**.

4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Invoice/Purchase Order/Agreement attached hereto as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under this Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

    a. The following **Alternate Payment Schedule** has been agreed to by the Parties: ***NOT APPLICABLE.***

i. _____ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;
ii. _____ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
iii. _____% payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
iv. _____% payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.

5. **Notice to Proceed With the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within **12 Months (365) calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order (the "Completion Date").
   a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Contract, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Work prior to receiving a written notice to proceed from the Village in regard to the Work or any phase of the Work, the Work performed and the expenses incurred are at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. The actual, documented Work performed prior to the issuance of the the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Contract.
   b. Suspension of Work. The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
   c. Phasing of Scope of Work. The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Work or any subsequent phase of the Work for any reason, this Contract shall terminate upon written notice to the Vendor issued by the Village advising of the termination of this Contract. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work, based on a prorated value of the contract price or the actual amount of quantities of deliverables or completed work if the contract pricing is based on unit pricing, through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Contract by the Village based on the Village's decision not to proceed with the Work or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of

each Phase of the Work and the Work related thereto are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies or the Village. In the event of non-receipt of funds marked for appropriation for this Work from the appropriate State agencies or nonappropriation of funds by the Village for the work and Work to be provided under this Contract, the Village will either not authorize the Vendor to commence the next Phase of the Work or, if a Phase has been commenced, this Contract shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Vendor on thirty (30) 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. For the purposes of this Contract, the phases for the Work are set forth in **Exhibit "A".**

d. Reporting; Delivery Date of Final Report. The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.

e. Electronic Reporting. In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.

f. Final Acceptance. The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
Name:_____
Village President or Manager

Date:_____, 2025.

ATTEST:

By: _____
Name:_____
Village Clerk
Date: _____, 2025.

VENDOR: FERGUSON WATERWORKS, LLC

By: _____
Name:_____
Authorized Corporate Officer

Date:_____, 2025.

NOTARY PUBLIC

By: _____

Date: _____, 2025.

SEAL / STAMP

Exhibit "A"

Vendor's Invoice, Purchase Order or Agreement dated February 12, 2026
(Invoice or Purchase Order No. _____)

(attached)

Exhibit "B"

Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)

1. **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/).

2. **Taxes, Benefits and Royalties.** 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.

3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of this Contract.

4. **Bonds; Prevailing Wage Act.** 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 upon 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. All performance and material bonds provided by Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this Section and under all applicable Federal, State and local laws concerning prevailing wage rates, including the Illinois Prevailing Wage Act, 820 ILCS 130/. The Contractor and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act and the Davis Bacon Wage Act throughout the duration of this Contract.

5. **Payment and Liens.** 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 percentage become due until releases and waivers of lien have been supplied as the Village designates.

6. **Successors/Assigns.** This Contract shall enure 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 imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

7. **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.

8. **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.

9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

10. **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 this 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 Section 10.

11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.

13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
    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 installation 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.

14. **Insurance.**
    a. **Insurance – Village**. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
    b. **Insurance – Vendor**. The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
        i. Comprehensive General Liability – $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate
        ii. Umbrella Coverage – $1,000,000.00
        iii. Property Damage – $500,000.00 per occurrence
        iv. Automobile Coverage - $1,000,000.00 per occurrence
        v. Errors and omissions insurance or professional liability: TBD by Village Manager
        vi. Workers' Compensation – Statutory

        [adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance, insurance policies and endorsements shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary to the Village's own insurance and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have

the right to immediately terminate this Contract. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Contract. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees and any award of prevailing party attorney fees assessed against the Village or the Village Affiliates) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

    Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to itself while acting under this Contract. The Vendor assumes all liability and responsibility for its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

    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.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other Party fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and

addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Ferguson Waterworks, LLC
Current Address

18. **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: (A) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (B) 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.

19. **Inspections By Village.** During the term of this Contract, the Village, or its designee, shall have the right at any time and from time to time to enter upon the Project site for the purpose of conducting such inspections in order to confirm that the Work is being performed in accordance with the terms of the Contract. In the event that the Village, or its designee, discovers a noncompliance matter or a defect or deficiency in the construction of the, the Project, the Village, or its designee, shall notify the Contractor thereof in writing within five (5) calendar

days. Any such inspection by the Village, or its designee, shall not be construed as a representation by the Village, or its designee, that there has been compliance with the Contract Documents, this Contract or that the Project will be or are free of faulty materials or workmanship, or as a waiver of any right that the Village, or its designee, or any other party may have against the Construction, its agents or any subcontractors or any other party for failure to comply with the Contract Documents or the provisions of this Contract.

20. **FOIA Compliance.** 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 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'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 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 Contract. The Contractor 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).

21. **Open Book Project; Audit.** The Project will be an "open book" project, and the Village and the general contractor (or contractors, if more than one) will ensure access by the Village Superintendent, or their designee, upon request for the purpose of reviewing and auditing the Contractor's or its subcontractors' respective books and records relating to the Project.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **_____, President or Authorized Corporate Officer** of **Ferguson Waterworks, LLC** is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ___ day of _____, 2025.

Commission expires _____, ___.

_____
Notary Public

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 QUANITIES 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

DRAFT 04.27.26
ORDINANCE NO. 26-????

VOTE:
AYES:_____
NAYS:_____
ABSENT: _____
ABSTAIN:_____
OTHER: _____
DATE: April 27, 2026.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH MAURO SEWER CONSTRUCTION INC., OF DES PLAINES, ILLINOIS FOR THE REPAIR OF THE WATERMAIN LOCATED AT 53RD ST AND FLAGG CREEK, INCREASING THE CONTRACT PRICE FROM $344,350.00 TO $370,180.00.

WHEREAS, with the passage of Resolution No. 25-2939 dated August 18, 2026, the President and Board of Trustees of the Village of Western Springs (the "Village") approved a contract with Mauro Sewer Construction Inc., of Des Plaines, Illinois (the "Contractor") for the repair of the watermain located at 53rd St and Flagg Creek using Village capital funds not to exceed $344,350 (the "Project"); and

WHEREAS, an increase in the budgeted amount is necessary due to a need for additional restoration and landscaping materials as a result of an adjustment in the placement of the watermain due to field conditions near Flagg Creek; and

WHEREAS, whenever a contract price increases by $10,000.00 or more, a change order must be approved by the Corporate Authorities of the Village. To complete this Project, the Corporate Authorities of the Village are required to approve a change order to increase the Contract Price for this Project ("Change Order No. 1"). A copy of Change Order No. 1 is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at an open, public meeting held on March 3, 2026, the Public Works and Water Committee (the "Committee") reviewed the terms of attached Change Order No. 1 and received input from Village staff and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1; and

WHEREAS, at an open, public meetings held on March 9, 2026 and April 27, 2026, the Village Board reviewed the terms of the attached Change Order No. 1 and the Committee's recommendation, received input from the Village staff and provided an opportunity for input from the public on the matter, and then, at its April 27, 2026 meeting, the Village Board accepted the Committee's recommendation to approve Change Order No. 1; and

WHEREAS, based on the recommendations of Village staff, the Corporate Authorities of the Village make the following findings and determinations in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Project Contract:

1. Change Order No. 1 (or a series of change orders) **does** increase the Project Contract Price by Ten Thousand and 00/100 Dollars ($10,000.00) or more.

2. Change Order No. 1 does not increase the Project Completion Date by thirty (30) days or more.

3. Change Order No. 1 (or a series of change orders): (a) is made necessary by circumstances not

foreseeable at the time the Project Contract was signed; (b) is germane to the Project Contract as originally signed; and (c) is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 (or a series of change orders) does not increase the original Project Contract Price by 50% or more, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1.

BE IT ORDAINED BY THE VILLAGE 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 Change Order No. 1. The Corporate Authorities of the Village of Western Springs authorize the approval and execution of the attached Change Order No. 1 (**Exhibit "A"**) in the amount of $25,830.00, which increases the total not-to-exceed contract price to $370,180.00, and direct the Village President and Village Clerk, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1.

Section 3: Approval and Authorization of Financial Expenditures and Other Documents. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village Recreation funds or funds from other legal Village sources to pay the Contractor to complete the Project in accordance with Change Order No. 1, and also 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 Change Order No. 1. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer and the Village Engineer, or their designees, to execute, process and deliver such instruments necessary to comply with the authorization and direction set forth in this Ordinance.

Section 4: Delivery of Signed Documents. After approval and execution of this Ordinance and Change Order No. 1 by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Ordinance and executed versions of the attached Change Order No. 1 to the Clerk's office and Contractor for record retention purposes.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of April 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

This Ordinance was published by me in pamphlet form on the ___ day of April, 2026.

_____
Edward Tymick, Village Clerk

Exhibit "A"

Change Order No. 1 to Contract by and between the Village of Western Springs and Mauro Sewer Construction Inc., of Des Plaines, Illinois for the Repair of the Watermain Located at 53rd St and Flagg Creek

(attached)

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

CLERK'S CERTIFICATE

I, Edward Tymick, the 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:

ORDINANCE NO. 26-_____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH MAURO SEWER CONSTRUCTION INC., OF DES PLAINES, ILLINOIS FOR THE REPAIR OF THE WATERMAIN LOCATED AT 53RD ST AND FLAGG CREEK, INCREASING THE CONTRACT PRICE FROM $344,350 TO $370,180.

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 27th day of April, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of April, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

CHANGE ORDER NO. 1:

53rd St and Flagg Creek Watermain Project Contract

Owner: Village of Western Springs
Engineer:
Contractor: Mauro Sewer Construction Inc.,
Project: 53rd St and Flagg Creek Watermain
Contract Name: 53rd St and Flagg Creek Watermain Project
Date Issued: 08/18/2025

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in Contract Price

Attachments:

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ $344,350.00	Original Contract Times: Substantial Completion: Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ N/A	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ $344,350.00	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
Increase this Change Order: $ $25,830.00	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ $370,180.00	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

Recommended by Staff (if required)	Accepted by Contractor
By: Ron Derengowski	
Title: Water Plant Superintendent	
Date: 4/27/2026	
	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.G.

To: Board of Trustees
From: Matthew Supert, Director of Municipal Services, Ronald Derengowski, Water Plant Superintendent
CC: Ellen Baer, Village Manager
RE: (Discussion only) Professional Services Agreement with Carollo Engineers for the Completion of an Iron Removal Pilot Study for the Water Treatment Plant

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 14, 2026 and recommended the approval of a contract with Carollo Engineers and waive the bid process to perform engineering, testing and design services with the pilot study for the replacement of the Amiad iron removal filtering system not to exceed an amount of $214,464.00.

Summary

In May 2025, Western Springs conducted a comprehensive condition assessment of the Village's water supply. The analysis highlighted the need for the replacement of the Amiad Iron Removal System at the water treatment plant. Although the filtering units are operational and with a predicted end service life in 2033, it was determined that they are classified as an operational risk due to limited local vendor support and the long lead times for replacement, as the parts are manufactured and sourced from Israel. The report from Carollo Engineers recommended a proactive approach in the replacement with a simpler, locally supported, and more maintainable system with an anticipated cost of ranging from approximately $2.0 - $4.4 million. This improvement will improve operational efficacy, minimize downtime risks, and support long-term reliability and safety in the operations of treatment of water.

The Village Board approved a $200,000 study to be completed in 2026 to complete a pilot study of alternative iron removal pre-treatment equipment to determine which manufacturer and filter configuration will be required to meet or exceed current operations. The Pilot Study will compare two manufacturers that are recommended by Carollo.

The design for the alternative replacement and treatment will take into account current space limitations, hydraulic conditions, the required filter efficiency to remove particulates, and the flow rates related to operation. A replacement iron removal system needs to perform at least equal, or better, with automatic self-cleaning filters. Carollo identified two manufacturers to compare for pilot testing; Forsta and Tekleen, that are comparable to the current structure of operations. These units are capable for high production applications, stacked vertically to minimize space constraints, and enable the units to be taken offline for

maintenance or inspection without interrupting production. The pilot test for each unit will last three months in length with the intent to begin pilot testing in June and and have it completed by the end of 2026. Final selection and recommendation will be based on pilot testing results, site-specific operational considerations, and project funding priorities.

Attached for the Committee's review is a proposal from Carollo Engineers to complete the pilot testing and evaluation program. The cost for the engineering evalaution is $182,064.00 with an additional cost of $32,400.00 for rental and installation of the filter equipment, bringing the total proposal to an amount of $214,464.00

Financial Impact

Fund: Water Fund
Account: 4302510 50331
Budget: $200,000.00
Amount: $214,464.00

Recommended Motion

I move to approve a contract with Carollo Engineers and to waive the bid process for the engineering, testing, and design associated with a pilot study to determine the replacement of the Amiad iron filtering system for amount not to exceed $214.464.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 1. Engineering Services Proposal - Carollo - April 2026
2. 2. Cert of Insurance - Village of Western Springs-Cert 25-26
3. 4. Quotation - Forsta Q35145 (1)
4. 5. Quotation - TEKLEEN QT088036 - Western Springs MTF2 Pilot

811 East Washington Avenue, Suite 400
Madison, Wisconsin 53703
P 608-251-8983
carollo.com

April 10, 2026

Mr. Matthew Supert, Director of Municipal Services
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Subject: Proposal for Western Springs Water Treatment Plant Alternative Filtration Pilot Study

Dear Mr. Supert:

Carollo Engineers (Carollo) is pleased to submit this proposal to the Village of Western Springs (Western Springs) to complete a pilot study at the municipal water treatment plant (WTP). The pilot will evaluate two alternative filtration systems as potential replacement for the existing Amiad AMF Microfiber Filters. This proposal summarizes the planned pilot methodology and execution approach and presents the estimated fees (inclusive of on-site support, hourly rates, disbursements) along with a preliminary schedule for completing the work.

Project Background

Western Springs provides drinking water to approximately 13,300 residents. Its water production infrastructure includes four groundwater wells, a central treatment plant, and three storage tanks. In 2013, Western Springs completed a major treatment plant upgrade, transitioning from a lime softening process to a low-pressure reverse osmosis (LPRO) process that included iron removal, cartridge (membrane) filtration, and the LPRO treatment units.

Since the transition, Western Springs has encountered persistent challenges in operating and maintaining the iron removal system, an Amiad Water Systems Model AMF-370K. These challenges are primarily related to limited domestic support and extended lead times for replacement parts, as Amiad's manufacturing and support operations are based in Israel. Concerns have also been raised about treatment performance, particularly for Well No. 3, where downstream cartridge filters require frequent replacement, suggesting the current system may not be achieving consistent iron removal. In addition, previous pilot work completed in 2008 did not include dissolved iron analysis for Wells 3 and 4. The proposed pilot study will therefore include additional testing to better characterize iron removal performance and support evaluation of replacement filtration systems.

Given the issues with the Amiad filters, Western Springs has decided to replace the Amiad filters with a filtration system of equal performance from an equipment supplier that can provide local support. Recently, Carollo completed an assessment of suitable replacements for the Amiad filters and identified two filter options:

1. Forsta Low Pressure Series D8-LP180X10 Sintered Filter.
2. Tekleen ABW4-XLP Sintered Filter.

In order to better assess the performance and design specifications for each alternative filter system, Carollo recommends that Western Springs undertake a pilot study prior to procuring a replacement for the Amiad filter. The following proposal outlines Carollo's approach and fee estimate for completing the on-site pilot study.

Carollo Project Team

Team Member - Role	Biography
Justin Rak-Banville, M.Sc., MBA, P.Eng., P.Chem., EP. *Client Service Manager*	A Professional Engineer with 15+ years of experience in water treatment across Canada and the U.S. As Client Service Manager, Justin focuses on clear client communication, alignment with project goals and expectations, and senior level QA/QC support for key deliverables.
Ray Theiler, PE *Project Manager*	Ray is a Project Manager and Process Engineer with extensive experience in water planning, design, and inspections of public works projects involving water supply, storage, and treatment. Ray will serve as the Project Manager for the pilot study and will be the main point of contact for Western Springs. As PM, Ray will oversee the overall project delivery, inclusive of project planning, execution, and financial control, as well as coordination of the Project Team.
Charles Goss, PhD, PMP, P.Chem. *Technical Lead/Senior Scientist*	Charles is a Senior Scientist and Water Quality Specialist with over 10 years of experience in water treatment system design, pilot testing, and process optimization. As Technical Lead, Charles will oversee the development and execution of the pilot study program, including pilot system integration, interpreting water quality data, coordinating with contractors and equipment suppliers, and leading the preparation of all technical deliverables.
George Kontos, M.Sc. Staff Professional	George is a Staff Professional with experience in water and wastewater system design. George is a resident of the Chicago area and will serve as Carollo's local representative for Western Springs. Given his proximity to Western Springs, George will undertake monthly site visits and participate in commissioning and training of the pilot systems. George will be supported by both Ray and Charles for the duration of the study.

General Pilot System Arrangement

Carollo proposes piloting each of the two alternative filter systems on site for 3 months, for a total of 6 months of on-site piloting. Due to space constraints at the Western Springs WTP, the pilot units would be smaller-scale models that have the same specifications as the full-size Forsta Low Pressure Series D8-LP180X10 Sintered Filter and the Tekleen ABW4-XLP Sintered Filter. The Forsta pilot system will be tested first, followed by the Tekleen pilot system, reflecting current equipment lead times and planned pilot sequencing.

The two smaller filters proposed for onsite piloting are:

1. Forsta M190 2-micrometer (µm) Sintered Filter.
2. Tekleen MTF2 2-µm Sintered Filter.

Both pilot systems are equipped with automatic backwash controllers, pressure valves, and Type NEMA 4 enclosures.

Contemplated Installation

Based on discussions with the Village, Carollo has conceptually evaluated three pilot installation approaches to support integration of the pilot filter systems into the existing plant from both a process flow and controls

perspective. The contemplated approaches reflect increasing levels of instrumentation, automation, and control integration, progressing from a simple manually operated setup to a more fully automated arrangement. As the level of control increases, the installation becomes more costly and more complex, but it also provides improved operability, reduced manual operator involvement, and better alignment with plant status and control logic.

In addition to general operability, the contemplated level of flow control is important to the pilot program because the pilot systems must be operated at representative flow conditions to verify screen performance at the target micron sizes. Based on supplier information, the Tekleen MTF2-A and Forsta M1-90 units have different rated flow capacities at the 2 µm and 10 µm screen sizes, and thus the proposed installation approach must provide a practical means to establish, monitor, and adjust pilot flow so that operation at the applicable target flow rates can be confirmed during testing.

The three contemplated installation approaches are summarized below:

1. Option 1 ($): Manual feed isolation, manual flow adjustment and monitoring, and basic backwash totalization. Lowest installation complexity, but requires full operator intervention for startup, shutdown, and flow adjustment.
2. Option 2 ($$): Automated feed valve with manual flow control and monitoring, and basic backwash totalization. Moderate controls integration required that links pilot feed valve operation to existing feed pump status while retaining manual adjustment of pilot flow.
3. Option 3 ($$$$): Fully integrated automated control using 4–20 mA-based flow monitoring and control, automated valve operation, PLC & HMI interfacing, online data logging, and basic backwash totalization. Highest cost and complexity, but provides the greatest level of control and operational refinement.

Table 1 summarizes the vendor-reported pilot flow ranges for the contemplated screen sizes and illustrates why the level of installation control is an important consideration for the pilot setup.

Table 1 Pilot Filter Flow Rates

Filter	Flow Requirements		
	2 µm Screen	**10 µm Screen**	**Max Flow**
Forsta M1-90	10 gpm	20 to 30 gpm	100 gpm
Tekleen MTF2-A	15 to 20 gpm	40 gpm	75 gpm

Figure 1 presents a conceptual sketch of the proposed pilot installation arrangement developed based on the currently available information regarding process flow, pilot objectives, and anticipated controls integration. The sketch is intended to provide the general layout, potential tie-in points, and operating concept and does not represent a final installation design. Following Notice to Proceed, Carollo will refine the arrangement in consultation with Western Springs during the site review phase, incorporating observations from the site visit and input from plant staff related to piping, drainage, electrical, controls, access, and day-to-day operability.

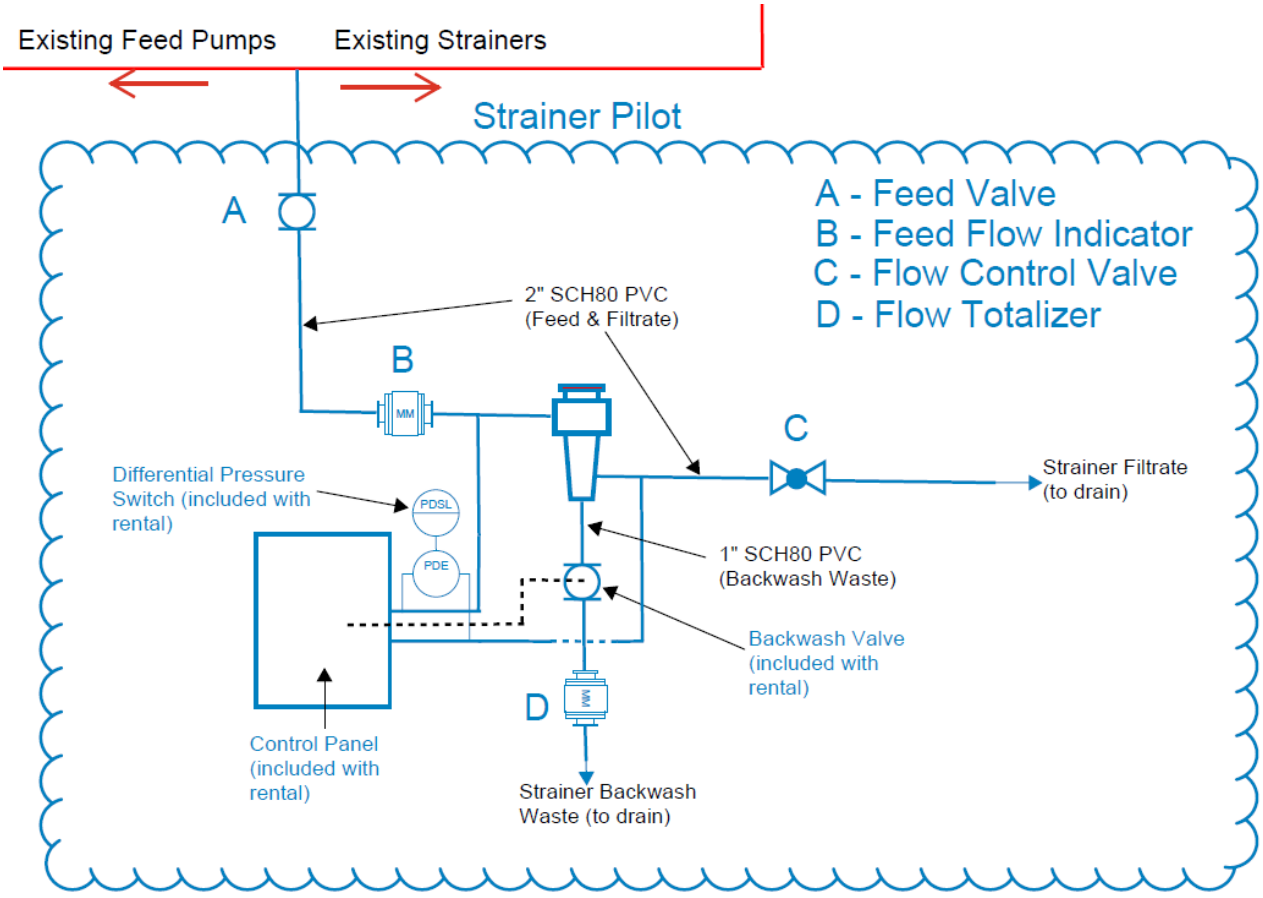

Figure 1 Contemplated Pilot Filter Installation Arrangement

Scope of Services

Task 100 Project Management

Provide overall coordination, communication, and control to ensure the project is delivered in accordance with the approved scope, schedule, and budget.

110 Project Initiation

.1 Conduct 1-hour project kickoff meeting (virtual)

.2 Confirm project objectives, scope, and success criteria

.3 Establish communication protocols and points of contact

.4 Develop baseline project schedule and milestones

.5 Establish document control and file management procedures

120 Project Monitoring and Control

.1 Track progress against scope, schedule, and budget

.2 Coordination with Western Springs Project Manager and plant staff

.3 Conduct monthly project update meetings (six meetings assumed)

.4 Maintain action, decision, and change logs

.5 Identify and manage project risks and mitigation measures

130 Project Closeout

.1 Confirm completion of all scope items and deliverables

.2 Conduct project closeout meeting

.3 Finalize and submit all project deliverables

.4 Archive project records and documentation

Task 200 –Methodology, System Procurement, Installation and Commissioning

As part of the initial phase of the pilot study, Carollo will complete a preliminary site review to confirm the preferred pilot system location within the water treatment plant and identify the requirements for inlet and outlet piping connections, drainage, power supply, access, and general operability. This effort may be completed through a combination of document review, virtual coordination with Village staff, and a focused site visit, as appropriate. Information developed during this phase will form the basis of the technical memorandum deliverables documenting pilot methodology, installation requirements, and operating guidance.

Carollo will prepare two technical memorandums, one for each pilot system, documenting the proposed pilot methodology and the installation and operating requirements for the pilot setups. Each technical memorandum will include installation guidance and supporting drawings, along with the water quality sampling and testing

program to be carried out by Western Springs operations staff during the pilot study. In addition to routine pilot sampling, Village staff will record Amiad feed pressure data before, during, and after backwash cycles for Wells 3 and 4 to support evaluation of existing system pressure fluctuations and operating conditions. Dissolved metals samples are assumed to be collected unfiltered, raw, and unpreserved and delivered to the laboratory for filtration and preservation in accordance with the laboratory's protocol.

Carollo will support Western Springs with procurement of the pilot systems from Forsta and Tekleen, coordinate with the equipment suppliers on delivery and startup requirements and confirm appropriate operator training is provided. Following installation, Carollo will support commissioning of each pilot system to verify the equipment has been installed properly and is operating in general accordance with the intended pilot objectives.

Task 300 – Piloting Support

Carollo will provide technical support during active piloting, including periodic site visits, review of operating data and water quality results, response to questions from Western Springs staff, and discussion of key observations during monthly project update meetings. Western Springs operations staff will remain responsible for day-to-day operation of the pilot systems and routine on-site testing throughout the piloting period. Support beyond the scope described in this proposal will be addressed through a written change request for approval.

Task 400 – Reporting

Following completion of the on-site piloting phase, Carollo will submit a Pilot Study Report which will outline the key piloting results and findings for each of the two alternative filters. The Pilot Study Report will also include updated filter design specifications and conceptual layout for the recommended alternative filter. Lastly, Carollo will provide Western Springs with a Class 3 cost estimate (-20% to +30%), as outlined in AACE International *Recommended Practice No. 18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, for completing the full-scale replacement of the Amiad filter system with the recommended alternative filter.

Carollo will submit a draft copy of the Piloting Study Report to Western Springs for review and comment. After receiving review comments from Western Springs, Carollo will prepare and submit the final Pilot Study Report.

Table 2 Project Responsibilities

Item	Description
Western Springs Responsibilities	Western Springs staff will provide day-to-day operation of the pilot systems during active piloting, complete routine on-site water quality testing and sample collection identified in the pilot methodology, record operating data, and support site access, receiving, and coordination for installation activities. Western Springs will also arrange and pay for contractor work required for pilot system installation, including piping, valving, electrical connections, flow measurement, and related appurtenances.
Carollo Pilot Support Responsibilities	Carollo will develop the pilot methodology, coordinate procurement and delivery of the pilot systems, support startup and commissioning, conduct periodic site visits during active piloting, review operating data and laboratory results, provide technical support to Western Springs staff, facilitate project update meetings, and prepare the final pilot study report with recommendations.

Table 3 Proposed Project Deliverables

Electronic Submissions	Project Deliverables
Task 100 – Project Management	▪ Meeting minutes and agendas. ▪ Monthly invoices.
Task 200 –Methodology, System Procurement, Installation and Commissioning	▪ Technical Memorandum 1 (Forsta) ▪ Technical Memorandum 2 (Tekleen)
Task 300 – Piloting Support	▪ No formal deliverables
Task 400 - Reporting	▪ Pilot Study Draft Report ▪ Pilot Study Final Report

Schedule

Carollo proposes two 3-month pilot periods, one for each alternative filter system, for a total of approximately 6 months of on-site piloting. Western Springs has indicated that Well No. 3 and Well No. 4 may be taken offline during 2026 for maintenance or repair, which may affect when the pilot systems can operate. Accordingly, the schedule presented in Table 1 is provided relative to Notice to Proceed (NTP) and should be considered preliminary. Final milestone dates will be confirmed with Western Springs following coordination on well outage windows, equipment availability, and installation timing.

Table 4 Proposed Tentative Schedule

Milestones	Relative Completion
Notice to Proceed	NTP
Project Initiation and Kick-off Meeting	Within 1 week of NTP
Pilot System No. 1 Procurement and Piloting Methodology **(Deliverable TM 1)**	+ 6 weeks
Installation, Commissioning and Training (Pilot System No. 1 - Forsta)	+ 2 months
3-month Onsite Piloting (Pilot System No. 1 - Forsta)	+ 5 months
Pilot System No. 2 Procurement and Piloting Methodology **(Deliverable TM 2)**	+ 4 months
Installation, Commissioning and Training (Pilot System No. 2 - Tekleen)	+ 5 months
3-month Onsite Piloting (Pilot System No. 2 - Tekleen)	+ 8 months
Draft Final Report Preparation and Submission	+ 9 months[1]
Final Report Submission	+ 10 months

Notes:
(1) Assumes 2-week client review period.

The schedule above is based on cumulative completion milestones from NTP. To maintain overall schedule efficiency, activities related to Pilot System No. 2, including procurement and methodology development, are expected to overlap with the latter portion of Pilot System No. 1. Actual timing will be refined in coordination with Western Springs based on equipment availability and the planned maintenance or outage periods for Well No. 3 and Well No. 4.

Fee Estimate

The estimated labor fee for the above project is $170,153, excluding applicable fees and tax, on a **fixed fee** basis. Additionally, a fee of $11,911 has been included for other direct costs for travel expenses and per diem (Table 2). A detailed task matrix is appended to this proposal.

Table 5 Carollo Fixed Fee

Item	Total Fee Estimate (USD)
Carollo Engineering	$170,153
Other Direct Costs for travel and per diem	$11,911
Total Estimated Fees (excluding applicable tax)	**$182,064**

The costs for renting, shipping, and installing the pilot filters, including any ancillary equipment or materials required to operate the pilot systems, and costs associated with third-party laboratory testing, are not included in the fixed fee presented in Table 2 and will be billed separately as project-related pass-through costs.

Pilot Equipment Contracting and Administration

To align contractual responsibility with day-to-day site control, Western Springs will execute the pilot equipment rental agreements directly with the equipment suppliers and remain the contracting party for the rented equipment. This reflects that the pilot systems will be installed at the Western Springs site and operated by Village staff as part of normal plant activities. For administrative convenience, Carollo will support procurement coordination, including supplier communications, delivery planning, startup coordination, and invoice administration.

Where preferred by Western Springs, Carollo may advance approved supplier costs and recover those amounts through Carollo's monthly invoices as pass-through project costs, allowing for a simplified invoicing interface while maintaining appropriate alignment between equipment responsibility and site control. Western Springs will remain responsible for site receiving, day-to-day custody and operation of the pilot equipment, and contract work associated with installation, including piping, valving, electrical connections, flow measurement, and related appurtenances. Carollo's role will be limited to procurement coordination, commissioning support, and technical oversight during the pilot program.

Based on the contracting, payment, and installation approach preferred by Western Springs, Table 3 provides an approximation of the third-party and pass-through costs associated with pilot equipment rental, shipping, installation, and laboratory testing.

Table 6 Estimated Third-Party/Project Costs

Item	Approximate Fees
3-Month Pilot Rental (Tekleen)	$2,500
3-Month Pilot Rental (Forsta)	$2,500
Pilot System Installation (e.g., electrical connections, piping, valving, flowmeter, etc.)	$25,000
3rd Party Laboratory Fees (based on weekly total and dissolved metal samples for 6 months)	$1,500
0.45 µm syringe filters for daily onsite dissolved metals testing (pack of 1000)	$900
Estimated Additional Fees	**$32,400**

The third-party and pass-through costs presented in Table 3 are preliminary and will be refined as procurement discussions are completed and installation requirements are confirmed. Should those costs vary from current assumptions, Carollo will review the implications with Western Springs and, if needed, work collaboratively to identify reasonable scope adjustments that align with the Village's budget and project priorities while preserving the key objectives of the pilot study.

Table 7 Estimated Total Pilot Budget

Cost Items	Approximate Fees
Carollo Fixed Fee	$182,064
Estimated Third-Party/Project Costs	$32,400
Total Pilot Budget (excluding applicable tax)	**$214,464**

Assumptions

- All deliverables will be submitted electronically in PDF format.
- Western Springs will provide review comments electronically in one consolidated set per deliverable.
- Permit fees, if required, will be the responsibility of Western Springs.
- Work outside the scope of this proposal will be addressed through a written change request and completed only after approval by Western Springs.
- Dissolved metals samples are assumed to be collected raw, unfiltered, and unpreserved and delivered to the laboratory for filtration and preservation in accordance with the laboratory's protocol.
- Western Springs operations staff will carry out day-to-day operation of the pilot systems and routine on-site water quality testing during active piloting.

General Conditions

- Carollo may rely on studies, reports, data, and services provided by Western Springs or others in performing the services under this proposal.
- Documents prepared by Carollo are intended solely for this project and are not to be reused for other purposes without Carollo's written concurrence.

- Opinions of cost, schedule, and similar projections are based on information available at the time of preparation and may vary due to market conditions, third-party performance, site conditions, operating practices, or other factors outside Carollo's control.
- Services performed under this proposal are for the benefit of Western Springs only, and no third party may rely upon them.
- Carollo will perform its services consistent with the standard of care ordinarily exercised by consultants performing similar services under similar circumstances in the state where the project is located.

Closing Remarks

On behalf of Carollo, thank you for the opportunity to submit this proposal to the Village of Western Springs for the alternative filtration pilot study. We appreciate the opportunity to support the Village in evaluating replacement filtration options and developing a practical path forward for the facility. If you have any questions or would like to discuss the proposed scope, schedule, or fees, please contact us directly.

Sincerely,
Carollo ENGINEERS, INC.

Justin Rak-Banville, M.Sc., MBA, P.Eng., P.Chem., EP.
Client Service Manager
Carollo Engineers Canada, Ltd.

Ray Theiler, PE
Project Manager
Carollo Engineers, Inc.

Attachment: Detailed Task Matrix

Detailed Task Fee Breakdown	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo					
	Category	Category	Category	Category	Category	Category					
Personnel / Task	Justin Rak-Banville Client Service Manager	Ray Theiler Project Manager	Charles Goss Technical Lead	George Kontos Staff Professional	Drafting	Document Processing	Total Hours	Total Labour Cost	Other Direct Costs	Total Hours	Total Fees
Hourly Rates	$316	$283	$283	$233	$170	$165					
Location Category	US	US	US	US	US	US					
Category	Supervising Professiona	Senior Professional	Senior Professional	Staff Professional	CAD Drafter	Document Processor I					
Task 100 - Project Management	**5**	**33**	**32**	**0**	**0**	**0**	**70**	**$19,975**	**$1,398**	**70**	**$21,373**
110 Project Initiation	1	5	1				7	$2,014	$141	7	$2,155
120 Project Admin, Monitoring, and Controls	2	20	6				28	$7,990	$559	28	$8,549
130 Project Closure	2	8	25				35	$9,971	$698	35	$10,669
Task 200 – Pilot Methodology, Pilot System Procurement, Installation and Commissioning	**4**	**72**	**136**	**38**	**12**	**20**	**282**	**$74,322**	**$5,203**	**282**	**$79,525**
210 Preliminary Site Investigation		16	16				32	$9,056	$634	32	$9,690
220 Pilot System Procurement Support		8	12				20	$5,660	$396	20	$6,056
230 Pilot Study Methodology Development		8	24	8	12	8	60	$14,280	$1,000	60	$15,280
240 On-site for Pilot System Commissioning and Training		24	24				48	$13,584	$951	48	$14,535
250 Preparation and submission of TM 1 and TM 2	4	16	60	30		12	122	$31,742	$2,222	122	$33,964
Task 300 – Piloting Support	**0**	**8**	**12**	**96**	**0**	**0**	**116**	**$28,028**	**$1,962**	**116**	**$29,990**
Bi-weekly site visit (assumed 16 site visits)		8	12	96			116	$28,028	$1,962	116	$29,990
Task 400 – Reporting	**4**	**16**	**92**	**40**	**16**	**24**	**192**	**$47,828**	**$3,348**	**192**	**$51,176**
Prepare and submit DRAFT Pilot Study Report for client review	4	12	80	40	16	16	168	$41,980	$2,939	168	$44,919
Prepare and submit FINAL Pilot Study Report		4	12			8	24	$5,848	$409	24	$6,257
TOTAL	**13**	**129**	**272**	**174**	**28**	**44**	**660**	**$170,153**	**$11,911**	**660**	**$182,064**

CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY) 6/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** Allied World Surplus Lines Insurance Company — 24319 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21166527 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	AUC 4428881	7/4/2025	7/4/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2025	7/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Water Treatment Plant Condition Assessment. Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. SEE ATTACHED.

CERTIFICATE HOLDER

21166527
Village of Western Springs
740 Hillgrove Avenue
Western Springs IL 60558

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No.	0313-9010
Issued to	Carollo Engineers, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	**30**

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**30**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Quote Q35145

Validity Start Date:01-28-2026
Valid for 30 days unless noted otherwise

Forsta Filters Inc.,
10856 Vanowen St,
North Hollywood,California, 91605,
United States
Phone 3108377177, Fax 310-837-6477

Created Date:01-27-2026

Customer Information
Carollo Engineers Dustin Chase DChase@carollo.com 204-218-5473

Application Information
Pilot unit for a project in California Customer need to make sure that he can supply over 40psi inlet pressure for the pilot.

Proposed Items	Horizontal Filter			
Item Part Number	**Description**	**Quantity**	**Unit Price**	**Total**
A2-180C	Automatic self-cleaning filter made from stainless steel 304L. 2" flange Inlet/Outlet, 1.5" electric flushing valve. Operating pressure 40-150psi. Max temperature 150 F. The filter comes equipped with 5 microns high porosity stainless steel 316L screen 3 sq ft screen area for the 180 °C series model A	1	10,225.37	$10,225.37
EC-2-110-HK	Automatic backwash controller for Forsta self cleaning water filters. Initiates cleaning cycle for up to two filters in parallel by pressure differential, periodic or manual activation. 110 VAC input/ 24 VAC output, weather resistant enclosure. Includes differential pressure gauge.	1	1,644.15	$1,644.15
2-C-90-10	High porosity stainless steel 316L screen 10 micron 3 sq ft. screen area for 90 series model C	1	1,462.22	$1,462.22
2-C-90-2	High porosity stainless steel 316L screen 2 micron. 3sq ft screen area for 90 series model C	1	1,462.22	$1,462.22
Section Subtotal		4		$14,793.96

Proposed Items	Vertical Filter			
Item Part Number	**Description**	**Quantity**	**Unit Price**	**Total**
M1-90	Automatic Self Cleaning Filter made from stainless steel 304. 1" NPT Inlet/Outlet, 1" electric flushing valve. Operating pressure 40-150psi. Max temperature 150 F. The filter comes equipped with a high porosity 100 micron stainless steel 316L screen with 58sq inches for 90 series model M.	1	3,501.87	$3,501.87

Proposed Items	Vertical Filter			
Item Part Number	**Description**	**Quantity**	**Unit Price**	**Total**
EC-2-110-HK	Automatic backwash controller for Forsta self cleaning water filters. Initiates cleaning cycle for up to two filters in parallel by pressure differential, periodic or manual activation. 110 VAC input/ 24 VAC output, weather resistant enclosure. Includes differential pressure gauge.	1	1,644.15	$1,644.15
2-M-90-10	High porosity stainless steel 316L screen 10um 58sq inches screen area for M90	1	845.24	$845.24
2-M-90-2	High porosity stainless steel 316L screen 2um 58sq inches screen area for M90	1	845.24	$845.24
Section Subtotal		4		$6,836.5

Proposed Items				
Item Part Number	**Description**	**Quantity**	**Unit Price**	**Total**
Rental Agreement	The customer has the option to return the unit within 90 days for 30% restocking fee. If the customer keeps the unit past the 90 days a return would not be allowed. The restocking fee only applies to filter and controller and does not apply to start up or any additional items supplied.	1	0	$0
Section Subtotal		1		$0
			Items Total	$21,630.46
			Shipping & Handling Charges	0
			Pre Tax Total	$21,630.46
			Tax(0)%	$0
			GRAND TOTAL($)	**$21,630.46**

Terms and Conditions
Lead Time: From stock Payment Terms: Net 30 days Shipping Via: Truck / UPS Shipping Terms: Ex-Works North Hollywood, CA Quotes are valid for thirty (30) days. Delivery Subject to availability. Pumps, Valves, and Custom Fabricated Items are Non-Returnable Filters and Filter Parts Only Returnable Within 90 Days of the Ship Date with Forsta Authorization and Subject to Restocking Fee

www.forstafilters.com

Todays Date:01-28-2026

QUOTE

Tekleen, Automatic Filters, LLC
9816 Arlee Ave
Santa Fe Springs, CA, 90670
Phone: 800-336-1942

Web: www.tekleen.com

Quote Nbr.: QT088036
Date: 1/28/2026
Sales Person: Bryan Carino
For: Dustin Chase
Email: dchase@carollo.com
Office:
Cell: 204-218-5473

This quote is valid for 30 days

FOR:	SHIP TO:
Carollo 290-100 Innovation Drive WINNIPEG, R3T 6G2, CA	Western Springs CA, US

APPLICATION DETAIL

Name:	California Pilot - Western Springs, 203678 - MTF2				
Application:	Iron Removal	Water Source:	Groundwater	Comments:	
Flow Rate (GPM):	20	Micron:	2, 10		
Pressure (PSI):		Location:			

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
1	MTF2-A	Automatic Filter SST 304. 2” inlet/outlet NPT, 1” flushing ball valve. Designed 150 psi, 160°F. 0.6 SQFT screen in 316L. **2 micron sintered screen**	1	EACH	0.00	$.00
2	GB6-110V-10	Electronic Backwash Controller in weather proof NEMA 3 box. Rinsing by differential pressure, timer, or manual. Backwash counter and emergency alarm. 110VAC 10 amp,output 24VAC,12”x9”x7”, 6#	1	EACH	0.00	$.00
3	4S-0.6M-B	Sintered Screen for 0.6 SQFT MTF Housing in SST316L **10 micron sintered screen**	1	EACH	0.00	$.00
4	RENTAL	Rental Agreement - MTF2 System (3 months) **- Equipment: MTF2 unit, controller, additional screen** **- Rate: $655 USD/month** **- Payment: First month due with purchase order** **- Total: $1,965 for complete pilot period** **- Purchase Credit: $1,310 applied toward filter purchase (months 2-3 rental fees)**	1	EACH	655.00	$655.00

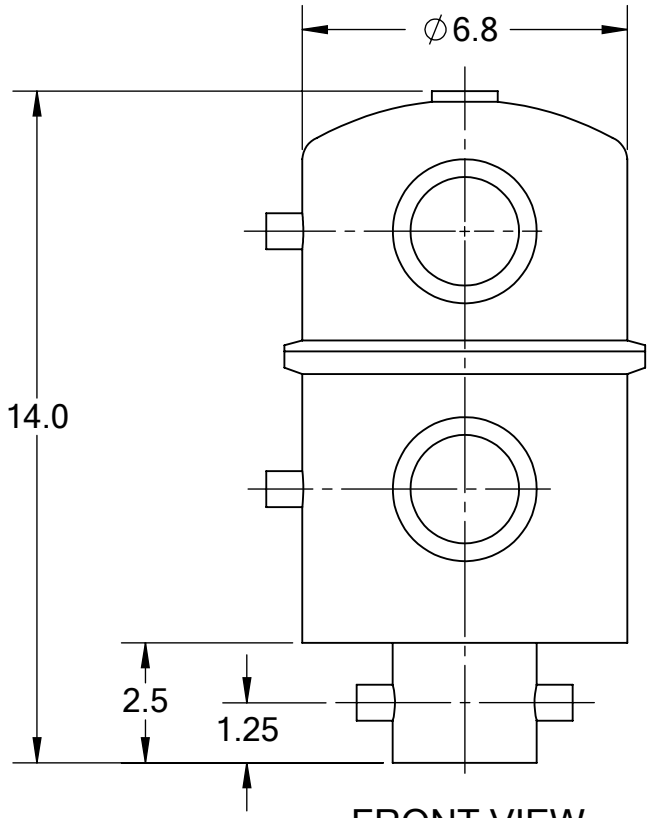
Payment Terms: Due Upon Receipt

Delivery: 8 weeks, subject to prior sale
Shipment: Prepay and Add
Via: Best Way

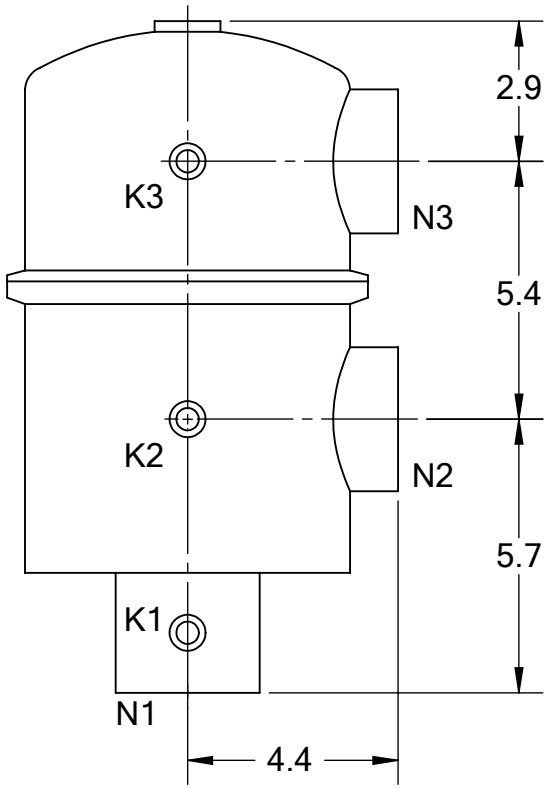
Subtotal: 655.00
Tax: 0.00
Total (USD): 655.00

Page: 1 of 1

REVISIONS				
REV.	ZONE	DESCRIPTION	DATE	INITIAL



FRONT VIEW



SIDE VIEW

TECHNICAL DATA	
FLOW RATE	MAX. 100 GPM (23 m^3/hr)
SCREEN SIZE	___ MICRON
SCREEN AREA	0.6 SQ. FEET
MAXIMUM TEMPERATURE	MAX. 200 °F
MAXIMUM PRESSURE	MAX. 150 PSI
EMPTY WEIGHT	~25 LBS.
FULL WEIGHT	~40 LBS.

NOZZLE	CONNECTION	TYPE	SIZE	RATING
K1	HIGH PRESSURE CONN.	THREADED	1/4" NPT(2)	
K2	LOW PRESSURE CONN.	THREADED	1/4" NPT	
K3	HYDRAULIC CONN.	THREADED	1/4" NPT	
N1	INLET	THREADED	2" NPT	
N2	OUTLET	THREADED	2" NPT	
N3	FLUSH OUTLET	THREADED	2" NPT	

TOLERANCES
(UNLESS OTHERWISE SPECIFIED)

FRAC. ±1/16
.X ±.1
.XX ±.05
.XXX ±.010
ANGLE ±1°

MATERIAL: SST

DRAWN BY: S. PERKINSON

DATE: 11/11/11

SCALE: 1:4 SHEET: 1 OF 1

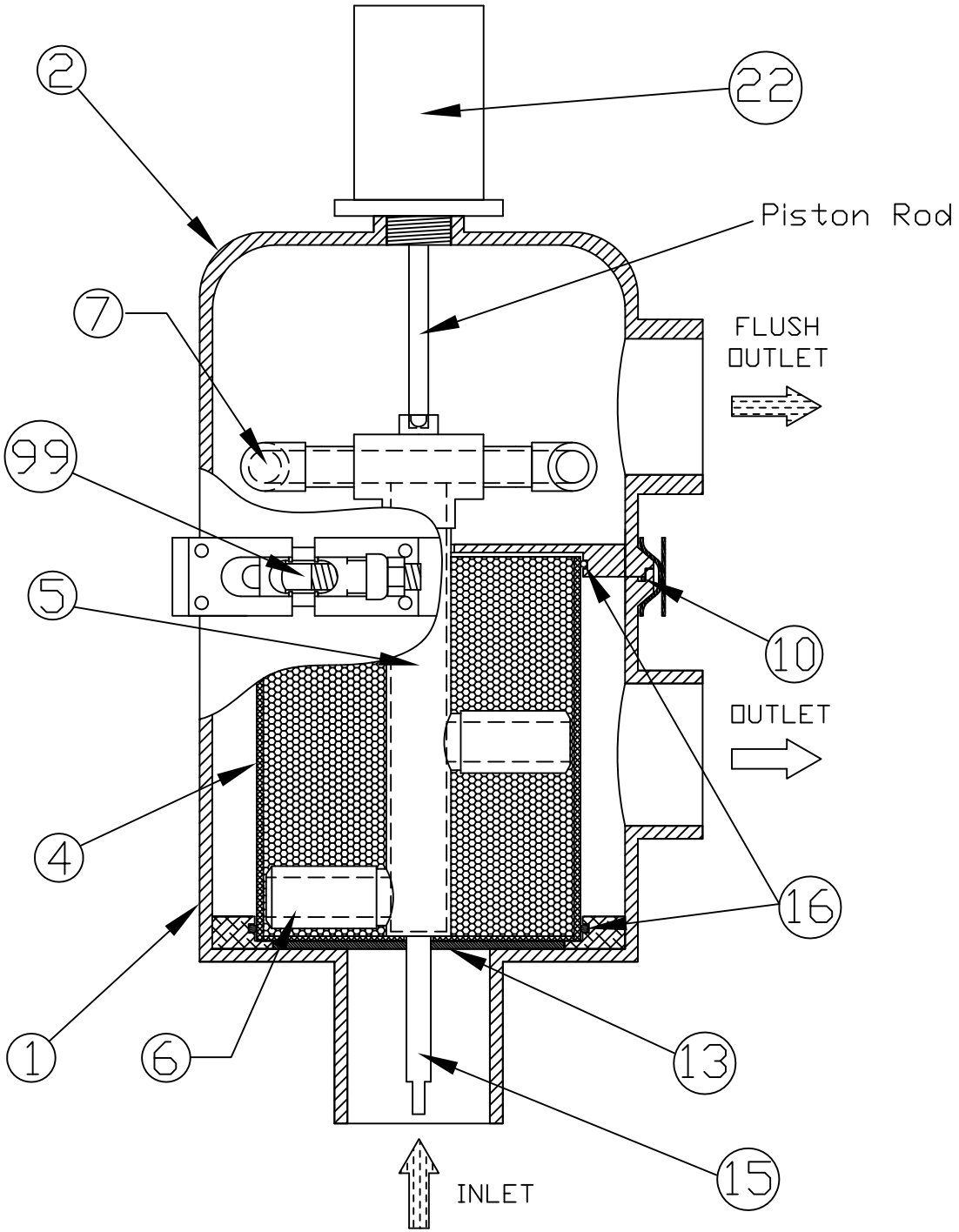
TEKLEEN® Automatic Filters Inc.
2672 S. LA CIENEGA BLVD.
LOS ANGELES, CA 90034
MAIN: (310) 839-2828
FAX: (310) 839-6878

TITLE: MTF2 FILTER, CUT DRAWING

DRAWING NUMBER: MTF-2-CUT-01

REV: N/A

REVISIONS				
REV	ZONE	DESCRIPTION	DATE	APPROVED
1	4B	ADDED SCREEN BAR. R.E. ITEM 13.	09/19/11	S.P.



PART #	DESCRIPTION	MATERIAL of CONSTRUCTION
1	Filter Housing	Stainless 304
2	Filter Cover	Stainless 304
4	Fine Screen	Stainless 316L
5	Dirt Collector	Stainless 316L
6	Dirt Collector Nozzle	Nylon
7	Hydraulic Motor	Stainless 316L
10	Cover Seal	Buna Rubber
13	Screen Bar	Stainless 304
15	Dirt Collector Rod	Stainless 316L
16	Upper/Lower O-Ring	Buna Rubber
22	Hydraulic Piston	Delrin/Brass/SST316L/Buna
99	MTF Clamp	Stainless 316

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES

DECIMALS .XX ± .05 .XXX ± .01

ANGULAR ± 0.5 DEG.

AUTOMATIC FILTERS, INC.
2672 S. LA CIENEGA BLVD.
LOS ANGELES, CA 90034
(310) 839-2828 FAX (310) 839-6878

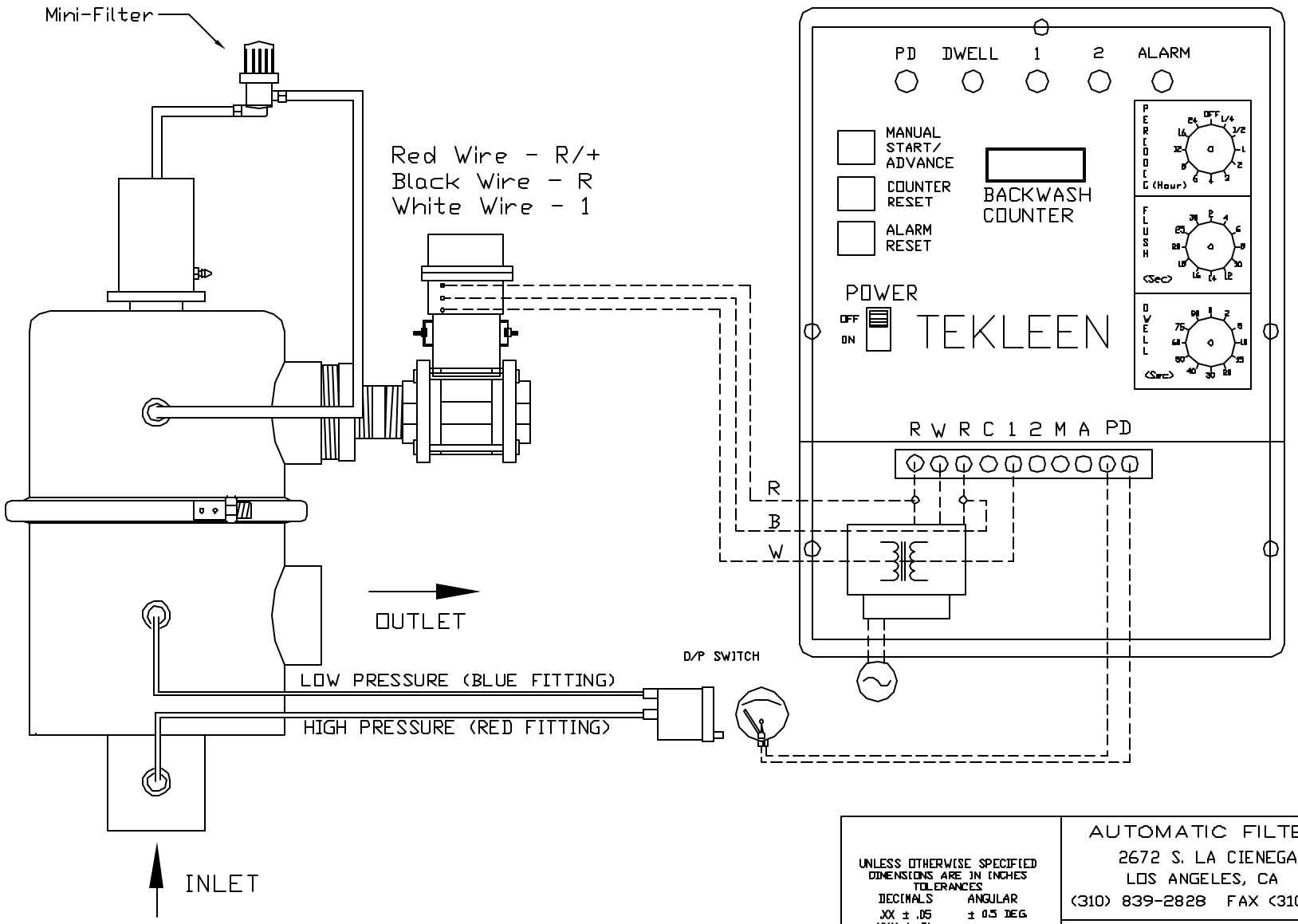
DRAWN	DATE
A. HOCKETT	7-23/10
CHECKED	
DESIGN	

TITLE
MATERIAL OF CONSTRUCTION FOR MTF FILTER (I.E. MTF1, 1.5, 2, 2-L, 3, & 4)

SIZE	DWG NO.	REV
A	MTF-XX-MOC-01	1

SCALE 1:6 SHEET 1 OF 1

GB6 ELECTRIC CONTROLLER



UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
TOLERANCES
DECIMALS .XX ± .05 .XXX ± .01
ANGULAR ± 0.5 DEG.

AUTOMATIC FILTERS, INC.
2672 S. LA CIENEGA BLVD.
LOS ANGELES, CA 90034
(310) 839-2828 FAX (310) 839-6878

DRAWN: Daniel Stenberg	DATE: 2-6-06	
CHECKED		
DESIGN		

TITLE: MTF SETUP with GB6 & Electric Flush Valve

SIZE	DWG NO.	REV
A	MTF GB6 EFV	0

NOT SCALE | SHEET OF

TEKLEEN
Automatic Filters Inc.

TEKLEEN
8-1EBV

TEKLEEN
Automatic Filters Inc.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.H.

To: Board of Trustees
From: Casey Biernacki, Deputy Village Manager, Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: (Discussion only)Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project

Recommendation

The Public Works and Water Committee reviewed this item at their April 14, 2026 meeting and recommended the approval of Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project in an amount of $24,000 and a total project amount of $90,100.

Summary

Baxter & Woodman has submitted Amendment 1 to the Village's existing engineering agreement for the Spring Rock Park Sanitary Sewer Phase I/II improvements. The amendment expands the scope of design engineering due to additional engineering work that is required for the main through Spring Rock Park. After the completion of televising of the sewer main, its advised that additional portions of the sewer main will need to be replaced rather than lined.

The amended scope also includes additional work associated with the lining and replacement of the raw water main at the Water Treatment Plant and extension and the installation of a new structure and lining for a section of the combined outfall sewer at Flagg Creek. This work includes topographic surveying at three locations, environmental services related to CCDD screening and testing, easement investigation and preparation, coordination of utility locates, and required agency permit submittals.

Based on this expanded scope, Baxter & Woodman is requesting an additional engineering fee of $24,000, bringing the total not-to-exceed amount to $90,100. This amendment would require a budget amendment to the Design Engineering account in 4402515 50331.

The updated project schedule shifts several key milestones, including Phase 2 design kickoff, 60% plan submittals, and bid advertisement dates, to align with the additional design requirements.

Staff is requesting committee review and discussion of the proposed amendment. Approval would authorize Baxter & Woodman to proceed with the additional design tasks necessary to fully address project needs at both Spring Rock Park and the Water Plant.

Financial Impact

Account 4402515 50331
Fund Storm
2026 Budget $13,400 ($66,100 approved in 2025)
Project Cost Amendment: $24,000 Total: $90,100

Recommended Motion

I move to approve Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project in an amount of $24,000 and a total project amount of $90,100.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2500812.00_Proposal_Amend1_SpringRockSanSwrLine

April 1, 2026

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 605558

Subject: Spring Rock Park Sanitary Sewer Phase 1 and Phase 2 Engineering - Amendment 1

Dear Mr. Supert:

Baxter & Woodman is pleased to submit this Amendment to our proposal dated May 16, 2025, to provide additional design engineering for lining, replacement, and extension of the raw water main at the Water Plant and installation of a new structure and lining of a section of the combined outfall sewer at Flagg Creek.

Amended Scope of Services

1. TOPOGRAPHIC SURVEY – Perform topographic survey at three (3) project locations within the project limits in order to develop base sheets for Project plan drawings.
2. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) – Provide environmental services for completing IEPA Form 663 or 662 where applicable, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.
3. EASEMENT AND PLAT WORK – Investigate existing property ownership, easements, and dedicated rights-of-way. Prepare preliminary plats of easement for the Owner to use in obtaining easements.
4. UTILITY LOCATES AND COORDINATION – Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
5. AGENCY PERMIT SUBMITTALS – Obtain a historic preservation consultation from IHPA. Submit the design documents and permit applications to the Illinois Department of Transportation, the IDNR, the IEPA Division of Public Water Supply, and IEPA Division of Water Pollution Control agencies for a permit to construct, own, and operate.

Professional locating of existing outfall sewer is not included in this amendment.

Amended Fee

Our engineering fee for the above stated scope of services will be based upon our hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, which is estimated to total an additional **$24,000** for an amended not to exceed amount of **$90,100**.

Amended Schedule

CCTV Review – ~~June 2025~~	January 2026
Technical Memo – ~~July 2025~~	February 2026
Phase 2 Design Kick-off Meeting – ~~August 2025~~	April 2026
60% Design/IEPA Permit – ~~December 2025~~	April 2026
90 % Design – ~~February 2026~~	May 2026
Bid Advertisement – ~~March 2026~~	June 2026

Standard Terms and Conditions

All terms and conditions of the Proposal dated March 16, 2025, with the Village of Western Springs shall apply.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Mark Siefert at 815.444.4482 or msiefert@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Carolyn A. Grieves, PE
Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WSPRV\2500812-Spring Rock Park Santiary Sewer Li\Contract\Work\2500812.00_Proposal_Amend1_SpringRockSanSwrLine.docx

BAXTER & WOODMAN Consulting Engineers

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Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

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Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$15 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.I.

To: Board of Trustees
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: (Discussion only) Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance

Recommendation

The Public Works and Water Committee reviewed this item at their April 14, 2026 meeting and recommended the approval of a Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance in an amount not to exceed $14,000.

Summary

Attached for review is a proposal from Baxter & Woodman, Inc. dated April 2, 2026, outlining professional services to support compliance with the Illinois EPA Municipal Separate Storm Sewer System (MS4) permit requirements for 2026. The scope includes preparation and submittal of the Annual Facility Inspection Report (AFIR), completion of the Village's updated Stormwater Management Program Plan (SMPP), annual staff pollution-prevention training, development of new stormwater education materials for residents and businesses, and assistance with launching quarterly stormwater pollution-prevention inspections at Village facilities. These tasks are required under the revised MS4 permit and are required to be in compliance no later than August 1, 2026.

Baxter & Woodman proposes to complete this work for a lump-sum fee of $14,000, with itemized costs for each component of the MS4 program. The consultant has been performing these services for the Village and is already familiar with the updated permit requirements and the SMPP revisions currently in progress. Their assistance will help ensure timely submittals, compliant staff training, and proper implementation of the expanded inspection and public education obligations.

Financial Impact

Account	4402515 50336
Fund	Sewer
2026 Budget	$17,000
Project Cost	$14,000

Recommended Motion

I move to approve a Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance in an amount not to exceed $14,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2600286.00_Proposal_2026_MS4_NPDES

BAXTER & WOODMAN Consulting Engineers

Proposal

April 2, 2026

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Subject*: Village of Western Springs – 2026 Municipal Separate Storm Sewer System (MS4) Program Assistance*

Dear Mr. Supert:

Baxter & Woodman, Inc. would like to continue its annual MS4 program assistance to the Village and presents you with this Proposal to prepare your MS4 annual report and provide other MS4 permit implementation services. Per Illinois EPA Municipal Separate Storm Sewer System (MS4) permit requirements, the following tasks must be performed in 2026. The new MS4 Permit and its new program requirements became effective Aug 1, 2025. The Village's MS4 Stormwater Management Program Plan (SMPP) must be updated with the new program requirements and Village information. This work began last year and continues this year as Illinois EPA continues to provide direction and information on implementation of the new program requirements. Municipalities are required to submit an Annual Facility Inspection Report (AFIR) each year by June 1. Pollution prevention training is required annually for Village staff. New specific stormwater pollution prevention education materials must be developed for residents and local businesses. The Village must begin implementing quarterly stormwater pollution prevention inspections at municipally owned/operated facilities. The following outlines our proposed Scope of Services and Engineering Fee.

Scope of Services

1. **MS4 Annual Facility Inspection Report (AFIR)**
   Prepare and submit the 2026 Annual Report to the IEPA by June 1, 2026. A call or meeting will be facilitated with Village staff to collect information for the report. A draft of the report will be prepared for Village review and comment prior to finalization and to submittal to the IEPA.

2. **Stormwater Management Program Plan (SMPP) Update**

The new MS4 Permit and its new program requirements became effective Aug 1, 2025. The Village's MS4 Stormwater Management Program Plan (SMPP) must be updated with the new program requirements and Village information. This work began last year and continues this year as Illinois EPA continues to provide direction and information on implementation of the new program requirements. Aug 1, 2026, is the target date for completing the SMPP update. The completed SMPP document will be prepared for website posting. SMPP update tasks will include:

1.1 Provide a summary of new permit requirements for review.
1.2 Facilitate a meeting of Department staff to discuss the requirements and which department will be responsible for implementation of new requirements.
1.3 Discuss the information tracking and reporting tasks that are associated with each permit requirement.
1.4 Develop a draft updated SMPP that includes the new permit requirements and department responsibilities.
1.5 Incorporate staff comments on the draft SMPP.
1.6 Finalize the SMPP.
1.7 Deliver an electronic SMPP file suitable for website posting.

3. **MS4 Employee Training**

Pollution Prevention training for staff is required by the MS4 permit. Provide one (1) educational presentation to inform and encourage operations personnel to prevent and reduce stormwater pollution from municipal operations, and to document activities that prevent pollution. Training material and attendance documentation will be provided for MS4 recordkeeping.

4. **Stormwater Pollution Prevention Education Materials**

Develop stormwater pollution prevention education materials for 3 residential topics and 3 industrial/commercial topics in a form suitable for web posting or other distribution.

5. **Quarterly Stormwater Pollution Prevention Inspection Assistance**

The Village must begin implementing quarterly stormwater pollution prevention inspections at municipally owned/operated facilities. Assist Village staff with developing the inventory of facilities for inspection, provide a form or list of fields for collecting facility inspection information, and perform at-facility training for staff that will be performing the inspections. Assist with as many facility inspections as the budget will allow.

Fee

Owner shall pay the Engineer for the services performed or furnished for a lump sum amount of **$14,000.00**, per the following task amounts:

1. Annual Facility Inspection Report (Annual Report) Preparation - **$3,000.00**
2. Stormwater Management Program Plan (SMPP) Update - **$2,500.00**
3. MS4 Program Annual Training - **$2,000.00**
4. Stormwater Pollution Prevention Education Materials - **$1,500**
5. Quarterly Stormwater Pollution Prevention Inspection Assistance - **$5,000**

This proposal is valid for 90 days from the date issued.

Acceptance

If you find this proposal acceptable, **please sign below and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to contact me at 815-444-3342 or dbounds@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Daniel G. Bounds, PE
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\corp.baxwood.com\project\Azure\WSPRV\2600286-2026 MS4 Services\Contract\Work\2600286.00_Proposal_2026_MS4_NPDES.docx

BAXTER & WOODMAN Consulting Engineers

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Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 11.J.

To: Board of Trustees
From: Matthew Supert, Director of Municipal Services
CC: Ellen Baer, Village Manager
RE: (Discussion only) Purchase of a Case 721 G End Loader from McCann Industries of Addison, IL — Sourcewell Cooperative Purchasing Contract # 011723-CNH and Bid Waiver

Recommendation

The Public Works and Water Committee reviewed this item at their April 14, 2026 meeting and recommended the approval of a purchase of a Case 721 G End Loader from McCann Industries of Bolingbrook, IL utilizing the Sourcewell Cooperative Purchasing Contract # 011723-CNH in an amount not to exceed $225,261.00.

Summary

The Municipal Services Department is requesting approval to purchase one Case 721G Wheel Loader utilizing the Sourcewell cooperative purchasing contract 011723-CNH. Procuring through Sourcewell ensures full compliance with competitive bidding requirements while leveraging nationally bid pricing that provides meaningful cost savings for the Village. The loader will replace a 2012 Case 821F End Loader.

The Sourcewell government pricing contract provides for a 29% discount on the base list price for the end loader purchase. Based on the attached vendor quotation of Sourcewell contract pricing, the total purchase price for the Case 721G Wheel Loader is $225,261.00 with $50,000 credit towards the trade in of our existing vehicle. The Village budgeted $222,000 for the purchase of the end loader for this year.

This pricing reflects the contract-approved discount structure and includes all specified equipment, options, and delivery. The loader will support year-round operations including roadway maintenance, storm response, material handling, and snow and leaf removal, ensuring the department can continue providing efficient and reliable service to the community.

If approved, the order will be placed through McCann Industries, the authorized dealer in accordance with Sourcewell contract terms.

Financial Impact

Account	4104310 60030	Account	4303510 62030	Account	4401515 62030
Fund	Capital	Fund	Water	Fund	Water

2026 Budget $74,000	2026 Budget $74,000	2026 Budget $74,000
2026 Total Budgeted $222,000	Project Cost 225,261.00	

Recommended Motion

I move to approve the purchase of a Case 721 G End Loader from McCann Industries of Bolingbrook, IL utilizing the Sourcewell Cooperative Purchasing Contract # 011723-CNH in an amount not to exceed $225,261.00.

Strategic Plan Alignment

Public Safety and Community Engagement
Infrastructure Improvements

File Attachments

1. 03312026_Case 721 GWheel Loader List Price Sourcewel
2. DetailReportAsset - 13-0027 - Case 821F
3. Sourcewell Product & Pricing Matrix_3_19_26
4. CNH Contract 011723

Serving the Constructor

CORPORATE OFFICE
McCann Industries, Inc.
543 South Rohlwing Road
Addison, IL 60101
(630) 627-0000

BRANCH LOCATIONS

Addison, IL
543 S. Rohlwing Road
Addison, IL 60101
Phone: (630) 627-0000

Bolingbrook, IL
250 E. Frontage Road
Bolingbrook, IL 60440
Phone: (630) 739-7770

Chicago, IL
2350 S. Laflin Street
Chicago, IL 60608
Phone: (312) 942-9200

Crestwood, IL
4701 West 137th Street
Crestwood, IL 60418
Phone: (708) 597-3110

McHenry, IL
4102 W. Crystal Lake Road
McHenry, IL 60050
Phone: (815) 385-0420

Wauconda, IL
1360 N. Rand Road
Wauconda, IL 60084
Phone: (847) 526-9444

Mishawaka, IN
14077 Esther Avenue
Mishawaka, IN 46545
Phone: (574) 406-6800

Schererville, IN
1133 Indianapolis Boulevard
Schererville, IN 46375
Phone: (219) 865-6545

Dorr, MI
3260 142nd Avenue
Dorr, MI 49323
Phone: (616) 371-7250

McCannOnline.com

3/31/2026

Village of Western Springs

Lou,

I appreciate the opportunity to provide the following quote regarding (1) New 2026 Case 721G Wheel Loader with the following options:

Case 721G
Z-Bar TS T4F
4 Speed Transmission
Limited Slip Differentials
Cooling System w/ Reversing Fan
Enhanced Cab Comfort
Heated Air Seat
Hydraulic Steering
Joystick w/ 1 AUX Function
20.5 x 25 Tires
JRB Style coupler
Cold Weather Package
Standard Fender w/ LH and RH Steps
Enhanced Visibility
Right & Left Mirrors
2 LED Headlights
4 Front, 2 Rear LED Work Lights
Ride Control
AM / FM Bluetooth Radio
3.5 cu.yd Rockland loader Bkt w/ BOCE
Pro Care Coverage Included
3 Year 3000 Hour Full Machine Warranty
3 Year / 2000 Hour Scheduled Services
3 Year Telematics Subscription

Fork Carriage Assembly Additional $9650.00

Case 721 G Wheel Loader
List Price $324,197.00
Sourcewell Discount 29% - ($94,017.13)
Machine Price - $230,606.00
Freight - $6,250.00
Pre Delivery - $3,500.00
Tariff - $14,005.00
Bucket and Coupler $19,900.00
Trucking to Western Springs - $1,000.00
New 721 G Delivered Price -
Less Trade Value of ($50,000.00) for Case 821 F
Machine Price w Trade - $225,261.00

Sincerely,

Ken Schmidt, Account Manager – McCann Industries
Heavy Equipment Sales
Cell: (630)-878-8396
Email: kschmidt@mccannonline.com

CASE CONSTRUCTION

General Information

Name: Public Works - Vehicle 27

Asset #: 13-0027

Make: Case

Model: 821F

Serial #: NCF215708

Photo:

Purchase Information

Purchase Date: 01/09/2013

Purchase Price: 134900.00

Purchase Invoice #:

Supplier:

Category: Vehicle-Endloader

Est. Replace Date:

Expected Life: 10

Replacement Cost $: 225000.00

Salvage Value:

Vehicle Detail

Asset Status: Available

Current Condition: Fair

Assessment Note:

Sourcewell – Construction Equipment Contract

Contract Number: 011723 – CNH

Contract Period: 04/01/2023 – 04/14/2027

Pricing Revised: 3/19/2026

Eligible Customers: **All Sourcewell & Canoe members in United States & Canada**

Members Include: Government
Education (K-12 and higher)
Non-profit agencies
States that have adopted the contract (see below)

States that have Adopted Sourcewell as their term contract:
Nevada: 99SWC-NV24-2072
New York: PC69383
Arkansas: 4600054250
Washington:19622

Member list: Sourcewell Member ID Lookup: Search by Name & Location | Sourcewell
Contract details: Case Construction: Contract 011723-CNH | Sourcewell
Need to Join? (USA): Become a Sourcewell Participating Agency - Apply Online | Sourcewell
Need to Join? (CA): Members - Canoe Procurement Group of Canada

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts are not allowed with wholesale discount.
Multiple Unit Discount	Not applicable
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Rental or Lease	Contact your local Case CE dealer for lease options
Payment	Contact your local Case CE dealer for payment options.
Surcharge	Orders may be subjected to a surcharge that will be communicated as a separate line item on the quote.

See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST DISCOUNTS--
Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

	FOR USA & Canadian MARKET ONLY	
PRODUCT / MODEL	**PRICE LIST**	**SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE**
TRACTOR LOADER		
570N	Current Pricing	21%
TRACTOR LOADER BACKHOE		
575N EP	Current Pricing	27%
580SN	Current Pricing	28%
580SN WT	Current Pricing	28%
580SV	Current Pricing	28%
590SN	Current Pricing	28%
695SV	Current Pricing	28%
580EV	Current Pricing	30%
FORKLIFT		
586H	Current Pricing	20%
588H	Current Pricing	20%
CRAWLER DOZER		
650M	Current Pricing	21%
750M	Current Pricing	27%
850M	Current Pricing	27%
1150M	Current Pricing	27%
1650M	Current Pricing	27%
2050M	Current Pricing	23%
COMPACT DOZER LOADER		
DL550	Current Pricing	18%
COMPACT WHEEL LOADER		
21F	Current Pricing	18%
121F	Current Pricing	21%
221G	Current Pricing	21%
321G	Current Pricing	21%
421G	Current Pricing	21%
CL36EV	Current Pricing	21%
WHEEL LOADER		
521G	Current Pricing	28%
621G	Current Pricing	29%
651G	Current Pricing	29%
721G	Current Pricing	29%
821G	Current Pricing	29%
921G	Current Pricing	29%
1021G	Current Pricing	23%
1121G	Current Pricing	23%

Pricing does not include freight, delivery, pdi or tariff charges
Freight FOB North America plant or import distribution location
CASE CE dealer can add delivery freight and PDI costs
Dealer quotes should only be valid 30 days to remain price protected

See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST
DISCOUNTS--**Contract 011723 Valid until 04/14/2027**

Pricing Revised 3/19/26

	FOR USA & Canadian MARKET ONLY	
PRODUCT / MODEL	**PRICE LIST**	**SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE**
COMPACT TRACK LOADER		
TR270B	Current Pricing	22%
TR310B	Current Pricing	18%
TR340B	Current Pricing	18%
TV370B	Current Pricing	18%
TV450B	Current Pricing	18%
TV620B	Current Pricing	18%
COMPACT EXCAVATOR		
CX15EV	Current Pricing	17%
CX25EV	Current Pricing	17%
CX12D	Current Pricing	17%
CX19D	Current Pricing	17%
CX30D	Current Pricing	17%
CX34D	Current Pricing	17%
CX38D	Current Pricing	17%
CX42D	Current Pricing	17%
CX50D	Current Pricing	17%
EXCAVATOR		
CX70E	Current Pricing	18%
CX85E	Current Pricing	18%
CX90E	Current Pricing	18%
CX140E	Current Pricing	18%
CX145E	Current Pricing	18%
CX170E	Current Pricing	18%
CX220E	Current Pricing	18%
CX245D	Current Pricing	18%
CX260E	Current Pricing	18%
CX290D	Current Pricing	18%
CX300E	Current Pricing	18%
CX365E	Current Pricing	18%
CX380E	Current Pricing	18%
CX490D	Current Pricing	18%
CX500D	Current Pricing	18%
CX750D	Current Pricing	18%
SKID STEER LOADER		
SR160	Current Pricing	16%
SR175B	Current Pricing	18%
SV185B	Current Pricing	18%
SR210B	Current Pricing	18%
SR240B	Current Pricing	18%
SR270B	Current Pricing	18%
SV280B	Current Pricing	19%
SV340B	Current Pricing	22%

Pricing does not include freight, delivery, pdi or tariff charges
Freight FOB North America plant or import distribution location
CASE CE dealer can add delivery freight and PDI costs
Dealer quotes should only be valid 30 days to remain price protected

See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST DISCOUNTS--
Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

	FOR USA & Canadian MARKET ONLY	
PRODUCT / MODEL	**PRICE LIST**	**SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE**
MOTOR GRADER		
836C 4WD / AWD	Current Pricing	21%
856C 4WD / AWD	Current Pricing	21%
836D 4WD / AWD	Current Pricing	21%
856D 4WD / AWD	Current Pricing	21%
COMPACTION		
DV23	Current Pricing	17%
DV26	Current Pricing	17%
DV36	Current Pricing	17%
DV45	Current Pricing	17%
DV209	Current Pricing	17%
DV210	Current Pricing	17%
SV207	Current Pricing	17%
SV211	Current Pricing	17%
SV213	Current Pricing	17%
SV215	Current Pricing	17%
SV217	Current Pricing	17%
PT240D	Current Pricing	17%
Mini Track Loaders (MTL)		
TL100	Current Pricing	21%
TL100EV	Current Pricing	21%
Small Articulated Loaders (SAL)		
SL12	Current Pricing	22%
SL12TR	Current Pricing	22%
SL15	Current Pricing	22%
SL22EV	Current Pricing	22%
SL23	Current Pricing	22%
SL27	Current Pricing	22%
SL27TR	Current Pricing	22%
SL35TR	Current Pricing	22%
SL50TR	Current Pricing	22%
Wheeled Excavators (WHEX)		
WX140	Current Pricing	25%
WX155	Current Pricing	25%
WX160	Current Pricing	25%
WX175	Current Pricing	25%
WX210	Current Pricing	25%
Parts		
CNH Parts	Current Pricing	LIST PRICE

Pricing does not include freight, delivery, pdi or tariff charges
Freight FOB North America plant or import distribution location
CASE CE dealer can add delivery freight and PDI costs
Dealer quotes should only be valid 30 days to remain price protected

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Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America LLC**,** 700 State Street, Racine, WI 53404 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

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Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

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insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

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requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

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of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

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and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/4/2023 | 2:29 PM CDT

CNH Industrial America LLC

DocuSigned by:
By: Amy Swett
7FCB6D1BF7F04C0...
Amy Swett
Title: Government & Fleet Sales Account Manager–New Holland CE brand

Date: 4/4/2023 | 2:31 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/4/2023 | 2:39 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	CNH Industrial America LLC
Address:	700 State Street Racine, WI 53404
Contact:	Clint Jenkins
Email:	Clinton.jenkins@caseih.com
Phone:	937-218-1701
Fax:	877-764-1369
HST#:	760433811

Submission Details

Created On:	Wednesday November 16, 2022 13:07:37
Submitted On:	Tuesday January 17, 2023 12:55:10
Submitted By:	Amy Swett
Email:	amy.swett@newholland.com
Transaction #:	a0423bfd-2f16-47ee-b66d-446ac499cd78
Submitter's IP Address:	159.61.192.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CNH Industrial America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CNH America LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CNH Industrial America LLC does not have any assumed names or DBA.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	10988	*
5	Proposer Physical Address:	700 State Street Racine, Wisconsin 53402	*
6	Proposer website address (or addresses):	https://www.cnhindustrial.com https://www.casece.com https://construction.newholland.com www.newholland.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Simpson Government Affairs 6021 State Street Racine, WI 53142 262-631-0881 tony.simpson@cnhind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The origins of Case date to 1842, when Jerome Increase Case (born in 1819) created Racine Threshing Machine Works in Racine, Wisconsin. The company produced its first portable steam engine in 1876, which is now on display at the Smithsonian Institution. In 1957 Case made the 320 Construction King backhoe loader.Since 1969 Case has manufactured skid steers, starting in Burlington, Iowa and later moving production to Wichita. The company evolved into the Case Corporation, which merged with New Holland in 1999 to become CNH Global which in 2011 became CNH Industrial.	

2005: Case made its 500,000th backhoe loader and in 2010 made its 250,000th skid steer loader.

2016: Case released the new G-Series wheel loader lineup consisting of seven new models from 521G thru 1121G.

2017: In its 175th year in business, Case announced its facility in Wichita produced its 300,000th skid-steer loader.

2017: At Conexpo-Con/Agg 2017 Case released the CX750D excavator.

As of May 2017, Case “sells a full line of construction equipment around the world, including the number one loader/backhoes, excavators, motor graders, wheel loaders, vibratory compaction rollers, crawler dozers, skid steers, compact track loaders and rough-terrain forklifts.

New Holland Construction was founded in 1895 in New Holland, Pennsylvania; in 1966 New Holland’s first backhoe loader was introduced; in 2005 New Holland Construction Brand was created with a global full-line product offering of Skid steer loaders, compact track loaders, tractor loader backhoes, tractor loaders, wheel loaders and excavators. Since 1999, New Holland is a brand of CNH, which was demerged from Fiat Group to Fiat Industrial at the start of 2011.

2007 New Holland made 200,000 Skid Steer loaders and celebrated 35 years of designing and building its highly successful skid steer loader. They are the preferred choice of landscapers around the world and #1 in lift and carry compact machines.

2008 New Holland’s “green” engine. New Holland launched the E215B crawler excavator, which mounts a brand-new engine which dramatically reduces emissions well below the levels required by regulations.

New Holland equipment is built all around the world; the headquarters is in Turin, Italy and with ten plants and ten research and development centers spread globally, more than 800 dealers and 2,100 outlets. It is present in 100 countries worldwide.

New Holland produces thirteen product families, five in the heavy range and eight in the light range; products include dozers, mini excavators, graders, wheel loaders, crawler excavators, backhoe loaders, skid steer loaders.

Productivity, safety, and environmental responsibility are the cornerstones of New Holland’s offering built around our customers. We are a key player in the global construction equipment industry born of the rich heritage of brands that made the history of this sector.

In partnership with our worldwide network of dealers, we deliver products and services that meet our customers’ requirements for productivity, safety, environmental performance, and fuel and cost efficiency. We know our customers’ business and we provide them with a full line of innovative products and services designed for the specific applications of their industry.

CNH Industrial is committed to delivering the highest ethical standards and supporting its dealers and customers through a diverse and inclusive workforce, industry-leading technology, exceptional safety and quality, and unmatched innovation.

At CNH Industrial, we pride ourselves on delivering the best. That means strengthening our product portfolio with dedicated financing, tools and components and selecting the best partners to support us in delivering value to our customers.

We are proud of the work we do at CNH Industrial, where a focus on innovation has helped us to maintain our competitive edge and our position of global leadership.

In 2014 we have a new licensing agreement with Sumitomo Construction Machinery to manufacture Sumitomo designed crawler excavators from 13 to 35 tons. In 2016 we entered an exclusive mini-excavator alliance with Hyundai Heavy Industries.

The full integration of environmental and social considerations with economic objectives enables the Group to identify potential risks and seize additional development opportunities, resulting in a process of continuous, and sustainable, improvement that creates value over the long-term. We recognize the real importance of promoting a circular product life cycle in which resources are used fully and for as long as possible, and products and materials are recovered and regenerated at the end of their service life. For this reason, the Company offers a range of products able to run on fuels derived from renewable sources and is committed to adopting sustainability criteria from the design stage to develop more environmentally friendly products. To maximize product life, CNH Industrial also offers

its customers a range of remanufactured spare parts, in line with its circular economy approach. In manufacturing processes, emphasis is given to improvements that increase waste recovery and reuse.

Living and working in cooperation with the surrounding area, and collaborating on projects that benefit the community, contribute to enhancing the satisfaction of employees (who often live close to plants) and their sense of belonging to the Company, while bringing economic advantages to both the Company and the community. Projects are measured in three fundamental areas. These areas are: Improving food availability, combating climate change & reducing environmental impact and supporting youth training.

A key priority at CNH Industrial is to improve food availability. In the USA, CNH Industrial supports the FFA (formerly known as Future Farmers of America), an association active in farming education since 1928. In 2018, to further its commitment, the Company chartered its own FFA Alumni and Supporters Chapter1, through which employees can engage with students pursuing agriculture degrees and with members of other FFA Chapters nationwide. In 2021, the Company continued to be heavily involved with the FFA. Case IH, New Holland Agriculture, and CNH Industrial Capital continued their Silver Sponsorship of the National FFA Foundation, including its national convention with over 60,000 attendees. Furthermore, employees continued to engage with FFA students at professional development events, and again raised funds towards the purchase of approximately 70 FFA uniforms for students in need.

CNH Industrial also continued its We Care We Share outreach program, holding an educational event at the Thai Sa Kaeo College of Agriculture and Technology aimed at raising agricultural technology standards in the country while creating a new generation of agricultural experts.

In 2021, given the ongoing pandemic, CNH Industrial continued to support more vulnerable sections of society, including through food where needed. Located near the Company's sites in Racine (USA), the Hunger Task Force Farm yields over 226,000 kilos of fresh produce each harvest season to feed the hungry and create a reliable source of healthy food for its network of food banks. In 2017, the farm added a New Holland Agriculture tractor (donated by CNH Industrial Capital) to its operation. In 2021, the Company made a cash donation to the organization to purchase Thanksgiving turkeys for community members in need, while employees provided additional support by volunteering on the farm.

A key priority at CNH Industrial is to combat climate change, whose negative impact on ecosystems affects the quality of life for people in local communities and consumer choices. The Company has initiated several projects to tackle this global issue, which are also aligned with SDG 13 'Climate Action'. These projects are increasingly focusing on reducing the environmental impact of Company plants, including on local communities, and on helping protect the latter against the effects of climate change such as desertification, water scarcity, and the loss of biodiversity. Other initiatives are in place to promote responsible behavior to minimize environmental impact. Participation in the projects associated with this key priority allows CNH Industrial's brands to enhance their profile and increase their visibility among potential customers and strengthens Company employees' sense of belonging.

At CNH Industrial, a key priority is to engage local communities. To this end, and in line with stakeholders' expectations, the Company prioritizes initiatives that support local community development, especially youth training. In addition to the awards and scholarships given to employees' children, the Company works hard to promote young people's education by collaborating with private and public institutions and other stakeholders. Projects are also aligned with SDG 10 'Reduce inequality within and among countries', as they promote training in Emerging Markets with the aim of developing qualified potential recruits for the Company's sales and service networks.

TechPro2, a joint project with schools run by the Don Bosco Salesian Society, aims at training mechatronics specialists to meet a growing demand for skilled personnel, thus offering young people greater employment opportunities – especially within the Company's sales and service network. Training includes theory and hands-on learning at Salesian centers, followed by targeted internships in the field. The goal of TechPro2 is two-fold: on the one hand, to ensure students have a future vocation; on the other, to enhance the quality of specialized technical assistance for the brands' products while meeting the demand for qualified technicians at authorized dealers and workshops. The Company provides expertise by training the teachers, who pass on the knowledge to the classroom students. It also offers financial aid, tools, and essential parts (such as complementary vehicles, engines, drives, and diagnostic tools) for classroom training and practice.

CNH Industrial believes that operating in a socially responsible and ethical manner,

		and in compliance with the laws of the countries in which it operates, is crucial to its long-term success. The Company's Code of Conduct summarizes its policies on various compliance and ethics issues (such as conflicts of interest, corruption, competition, and health and safety). Such policies reflect, among other things, the Company's commitment to adopting fair employment practices, ensuring safety in the workplace, supporting, and fostering environmental awareness, and respecting the communities in which it operates, in compliance with applicable laws. The Company is also committed to the creation of long-term sustainable value for all its stakeholders and is firmly convinced that respect for fundamental human rights and for basic working conditions is a prerequisite to achieving this. The Board of Directors is responsible for creating a culture that fosters such long-term value creation – a task that requires compliance with all applicable laws. To this end, and to clarify and make explicit the Company's values and expectations, the Board has adopted both a Code of Conduct and a Supplier Code of Conduct. Our vast network of CNHi dealers will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need to get to receive the max. performance and efficiencies out of their products. The customers can also purchase OEM parts from our dealer network to support the members and to ensure their equipment obtains the max. amount of run time. Our financial services to the members include leasing options and extended warranties which are handled directly at the dealership. Members who are on a budget can rent or demo equipment from the dealership. The equipment will be a unit that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if the unit has over 250 hrs). The customer will receive the member list discount and demo/lease adjustment based on rent for sale program rates less any service or clean up fees dealer would have incurred.	
11	What are your company's expectations in the event of an award?	When CNH Industrial is awarded the Sourcewell contract, we expect to continue to achieve an overall sales growth of over 10%. Throughout the pandemic and component parts not reaching our plants in a timely manner, we still saw growth in our Sourcewell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard. We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcewell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. We are also going to target and engage with the government entities to get our Sourcewell contract adopted versus these entities having their own contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	CNH Industrial reported strong full year performance in 2021, its final year of operations as a combined Off- and On-Highway entity. We delivered consolidated revenues of $33.5 billion, up 29% from the previous year. Both our adjusted EBIT from our Industrial Activities at $2,086 million(1) and our full year Net Income at $1.8 billion (which translates to $1.28 in earnings per share) were the highest in our Company's history. Market driven volume and disciplined pricing were key drivers of our record earnings, alongside the team's successful execution, which they achieved while often managing very challenging supply chain and logistics issues. We also recorded another very strong year for positive free cash flow of Industrial Activities(1), at over $1.8 billion as our operational execution improved. For additional information see our Annual Financial Report 2021	*
13	What is your US market share for the solutions that you are proposing?	Model Year 2021 CNH Industrial market share 9.5% Case Construction 7.9% New Holland Construction 1.6%	*
14	What is your Canadian market share for the solutions that you are proposing?	Model Year 2021 CNH Industrial market share 12.6% Case Construction 12.1% New Holland Construction .5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1107 North American dealers. Our dealerships are independently owned and operated so they are positioned to provide sales and post support for our customers. Through the post-sale support our dealers offer parts and service. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This would include sales, service, parts, marketing, and operations. *
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CNH Industrial adopts the World Class Manufacturing (WCM) management system, a program for innovation based on continuous improvement, developed to eliminate all types of waste and loss through the rigorous application of specific methods and standards (see page 165). Given the customers' demand for ever-higher quality and the level of excellence required by the WCM, the focus is on the quality of every aspect of the manufacturing process, which has led plants to also adopt a quality management system compliant with ISO 9001. As of December 31, 2021, 57 CNH Industrial plants were ISO 9001 certified, collectively accounting for 98% of revenues from sales of products manufactured at the Company's plants1. To achieve its quality standards, CNH Industrial devised a robust supply chain management process (see page 151) to ensure the procurement of quality components, which are essential to produce vehicles that meet the high standards demanded by customers. CNH INDUSTRIAL completed an initiative, known as Technology Days, gives suppliers a chance to display their innovative products in terms of innovation, technology, and quality, while addressing specific topics and sharing information on recent technological developments. In 2021, the event was as always attended by CNH Industrial employees but held virtually. As of December 31, 2021, 220 supplier plants had adopted the World Class Manufacturing (WCM) program, with no increase compared to 2020 due to pandemic-related restrictions and strategy changes to the WCM supplier program itself. The WCM adoption process entails several activities that take place in two distinct yet equally important phases, and that are meant to provide suppliers with the necessary knowledge to apply the intrinsic concepts of Lean Production. Firstly, various training sessions led by CNH Industrial's WCM program specialists are delivered to suppliers. Secondly, supplier WCM teams are given the opportunity to visit selected CNH Industrial plants to learn about the Company's best practices. Safety is a priority across the Company, as evidenced by the compliance of management systems with the ISO 45001 international standard, as well as with the continuous improvement principles of World Class Manufacturing (WCM) and its specific Safety pillar (see page 165). CNH Industrial's approach to occupational health and safety is based on effective preventive and protective measures, implemented both collectively and individually, aimed at minimizing risk of injury in the workplace. The Company endeavors to ensure optimal working conditions, applying principles of industrial hygiene and ergonomics to managing processes at an organizational and operational level. Additionally, it adopts the highest standards in the countries in which it operates, even where regulatory requirements are less stringent, believing this to be the best way to achieve excellence. In addition, the central Environment, Health, and Safety (EHS) function (which serves as a reference point for sustainability) coordinates and manages health and safety issues as per CNH Industrial's Health and Safety Policy. It periodically verifies performance against targets, proposes new initiatives, and defines health and safety policies. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees. In 2021, the Company completed its transition to the new ISO 45001:2018 Occupational Health and Safety Management standard, which supersedes the OHSAS 18001:2007 standard. Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388 *

		contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest. World Class Manufacturing (WCM) data (see page 165) relates to 51 plants, representing 99% of revenues from sales of products manufactured at CNH Industrial plants4. Occupational health and safety data (see page 82) relates to 66,129 employees, or about 98% of the workforce within the reporting scope. There are 58 ISO 45001 certified plants, accounting for 95% of Company plants and representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants4. Information on environmental performance (including VOC5, water, and waste) and management systems (see pages 167; 170) relates to 54 fully consolidated plants, accounting for 89% of Company plants and representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants4. There are 58 ISO 14001 certified plants, accounting for 95% of Company plants, representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,682 employees (or about 97% of the workforce at the plants within the reporting scope4). Information on energy performance (including CO2, NOX, SOX, and dust emissions) and management systems (see pages 171; 179; 181) relates to 55 fully consolidated plants, accounting for 90% of Company plants and representing 99.7% of revenues from sales of products manufactured at CNH Industrial plants4. There are 54 ISO 50001 certified plants, accounting for 89% of Company plants, representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,146 employees (or about 95.5% of the workforce at the plants within the reporting scope4). Moreover, there are 57 ISO 9001 certified plants, accounting for 93% of Company plants, representing 98% of revenues from sales of products manufactured at CNH Industrial plants4, and relating to 44,256 employees (or about 96% of the workforce at the plants within the reporting scope4). CNH Industrial also holds its suppliers to a high standard in human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information.	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CNH Industrial has not been Suspended or debarred	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CNH Industrial (NYSE: CNH INDUSTRIAL / MI: CNH INDUSTRIAL) received a 2022 Manufacturing Leadership Award for outstanding achievement in the Sustainability Leadership category, which honors manufacturers that are shaping the future of the sector through digital transformation. This is the third consecutive year that the Company has earned recognition from the Manufacturing Leadership Council, which is a division of the National Association of Manufacturers. CNH Industrial's award-winning project, Smart Pretreatment for the Paint Shop, was executed by the manufacturing team at the Case IH and STEYR agricultural production plant in St. Valentin, Austria. The project enhanced operator safety while ensuring optimum paint quality and sustainable use of additives. The T6 Methane Power also won the prestigious Sustainable Tractor of the Year 2022 award at the EIMA International4 trade show held in Bologna (Italy), assigned by a jury panel of top European journalists specializing in farm equipment. Other awards include Innovative Iron for our DL550 Compact Dozer loader in 2022, Top 100 in 2022 for DL550 Compact Dozer loader, TV620B CTL, E. Series Excavators. Top 50 award in 2022 for TV620B CTL. This is just to name a few. Please see entire list in attached documents.	*

20	What percentage of your sales are to the governmental sector in the past three years	Case Construction - 2021 –14% 2020 –15% 2019 –20% New Holland Construction - 2021 – 9% 2020 – 10% 2019 – 20%	*
21	What percentage of your sales are to the education sector in the past three years	CNH Industrial Construction brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government below.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Holland Construction (CE) Contract Sales Sourcewell CE Contract 2019 $2,906,112 2020 $2,125,345 2021 $3,851,787 Michigan CE contract no sales from 2019-2021 Pennsylvania CE 2019 <$200,000 2020 <$300,000 2021 < $400,000 Ohio CE 2019 $158,736 2020 $206,926 2021 $98,665 Iowa CE 2019 $59,043 2020 $104,200 2021 <$100,000 State of Louisiana 2019 $330,000 2020 $0 2021 <$100,000 State of Georgia 2019 $0 2020 $170,000 2021 <$100,000 NASPO 2019 $303,000 2020 $150,000	*

		2021 $351,000 BuyBoard 2019 $938,000 2020 $547,000 2021 $331,000 HGAC – No Activity Case Construction Contract Sales Sourcewell Case Construction contract 2019 $24,000,000 2020 $18,000,000 2021 $11,000,000 State of Michigan Case CE 2020 $ 176,027 2021 $ $82,070 2022 $ $321,663 NASPO Case Construction Contract 2019 $1,200,000 2020 $1,600,000 2021 $2,240,000	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CNH Industrial Construction brands do not hold any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *	
Erie Water Works	Ann Whipple	814-870-8016	*
State Procurement Standards Analyst, OH	Stephanie Klingler	614-387-1130	*
Central Procurement-Enterprise Sourcing – MI	Yvon Dufour	517-249-0455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
na	Government	Indiana - IN	Mowing	YR QTY 2019 1 2020 21 2021 11	2019 $ 112,418 2020 $3,064,492 2021 $2,083,958	*
na	Government	New York - NY	Mowing	YR QTY 2019 25 2020 28 2021 0	2019 $4,405,899 2020 $5,039,273 2021 $ 0	*
na	Government	BC - British Columbia	Mowing/snow removal	YR QTY 2019 10 2020 6 2021 6	2019 $1,510,557 2020 $ 951,797 2021 $1,353,325	*
na	Non-Profit	ON - Ontario	Mowing/snow removal	YR QTY 2019 16 2020 0 2021 1	2019 $3,647,150 2020 $ 0 2021 $ 137,142	*
na	Government	South Carolina - SC	Mowing	YR QTY 2019 19 2020 8 2021 6	2019 $2,391,487 2020 $1,064,046 2021 $ 771,893	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	CNH Industrial field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The New Holland Construction Field Sales team is comprised of 5 Region Sales Directors, 44 Territory Business Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 8 Regional Product Specialists and 40 Technical and Specialty Field Managers. Case Construction is made up of 3 Regional Sales Directors, 21 Field Sales Specialist, 10 Business Managers, 6 Sale Support Managers, and 2 Product & Application Training Specialist. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.	*

27	Dealer network or other distribution methods.	Case Construction and New Holland Construction has a dedicated dealer network strategically located across North America, and we are continually looking to see where new locations can be opened. Our dealer locations are fully trained and dedicated to sell and support Case Construction and New Holland Construction products covered in this RFP. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards and non-profit organizations such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage New Holland construction dealers from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently. Our company supports our dealer network with professional Field Service Managers. Each dealership is staffed with parts and service personnel trained to support the products in their area of responsibility. Our company supports the entire United States, along with Hawaii, Alaska, and Canada. Our dealer service personnel are factory trained as well as have access to “Assist,” a technical database that helps technicians quickly diagnosis failures through CNH Industrial technical advisors and fellow dealers. We have further support by the Customer Care contact phone numbers: New Holland Construction 1-888-365-6423 and Case Construction 1-866-542-2736.	*
28	Service force.	Our Field service force is comprised of employees as well as third party employees of our dealer network that covers the US and Canada. All employees must meet annual service training requirements provided on-site by our company, including our service school and online technical training program. Our Field Service force are fully focused on the service of CNH Industrial through our Dealer Networks to the end user. Each one of our independent dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support they need so they are a well- rounded team when it comes to the members.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CNH Industrial ordering process with be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eQuipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eQuipment to see when the product will be scheduled and when it will be shipping.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service begins with our dedicated dealer network. Each one of our dealerships is fully trained and supported by CNH Industrial so they are committed to immediately addressing all customer needs. Each one of our brand dealerships is supported by the Corporate Customer Service team, “Assist” and factory training. CNH Industrial interacts with and assists its customers to give them an experience that meets their expectations. The Company’s Customer Care departments specialize in developing, managing, and promoting customer service solutions, fostering long-lasting relationships, and satisfying customer needs and expectations. Customers may request information or report an issue via the brands’ websites, toll-free numbers, smartphone applications, or via email – 24 hours a day, 7 days a week. Customer Care staff manage the entire process, from initial customer contact to final feedback to the customer, ensuring resolutions in the timeliest manner. New Holland Construction’s incentive program is the Dealer Standards Program. CASE Construction Equipment’s incentive program is the Partnership Program. These programs are designed to assess dealers and reward best-in-class performance across a wide range of operational and performance criteria. Case Construction provides the Tomahawk Customer Center which has been serving its customers for more than 60 years. Sitting on more than 500 acres in Wisconsin’s Northwoods, the CASE Tomahawk Customer Center is a premier year-round demonstration facility and business retreat. Enjoy a fully interactive experience with personalized training, state-of-the-art product demonstrations, hands-on equipment operation, and a healthy dose of our trademark hospitality. Like our company and our dealers, our Tomahawk staff is here to provide you with expert guidance and education to help you make informed operating and maintenance decisions	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CNH Industrial has been selling and servicing members in the United States through our Sourcewell contract for 12 years. We offer a full array of Construction products and services through our network of local dealers.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract for 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Construction products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcewell and Canoe Procurement Group and GST, we are expanding our marketing and training efforts and dealer presence throughout Canada. There is a scheduled webinar with Canoe Procurement Group in March 2023.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will be serving all locations of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will be serving all Sourcewell and CANOE Procurement Group of Canada members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation method will be used for offshore transactions, Alaska, and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will promote Sourcewell to our sales team and government dealers of over 1,000 to our customers. Our sales teams will attend regional training, webinars or in-person training. They will then help to promote and work through a potential sale through the Sourcewell contract with the local dealership. Our dealers will be trained by CNH Industrial government sales manager or their territory business manager. On-insight training, webinars or phone calls can be completed for training. We also have a partnership with Government Solutions Team for New Holland Construction that will also conduct webinars and on-sight training. We want our dealers to have a vast amount of support and success while being trained on the contract. All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcewell and Canoe Procurement Group to provide marketing materials to the dealers. This material is also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. New Holland Construction is also in the process of updating the Buyer's Guide that promotes our products to our government customers. We list our cooperative contracts at the back of the guide. This guide will be distributed to our dealers which in turn will provide to their customers. I have provided a picture of the back page for reference.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CNH Industrial incorporates several uses of technology, digital data, social media, and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has a dedicated website for our products and services. New Holland's website allows prospects to build equipment to their specifications, locate dealers and have direct contact information to each government representative. Case Construction website allows prospective customers to locate dealers. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers, and the community. By doing this, it keeps our brands at the top of our prospects' minds. We also utilize data from the Association of Equipment Manufactures (AEM) on governmental and non-profit sales. The data shows sales activities and high-density sales areas. This also allows us to understand our effectiveness in the marketplace compared to our competitors. We also have a governmental bid service. By investing in this service it allows for an advantage over our competitors and directs opportunities to the Sourcewell contract. This also allows us to see the future requirements of a member so our dealers can reach out and build a relationship with them and offer the Sourcewell as a solution to their bid process. We also conduct training and post videos online to reach a maximum audience and to keep our teams "in the know" as soon as possible. We want to get the information out quickly, so our members have the most current information. New Holland Construction government sales managers along with GST work with our teams daily through these trainings, videos, and emails to help them understand their market and the opportunities that exist.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect Sourcewell to promote the contract through social media, digital media, shows and events. Also, to allow members to easily locate our contracts on the landing page on Sourcewell's website and keep the member's list current. Communicating how the contracts are adopted and by whom is another significant role Sourcewell can provide. The H20 conference is an excellent tool where vendors can come together and share lessons learned, wins and best practices. When members contact Sourcewell, we expect them to directly thank them, answer any questions they have, and provide our contract information to the members. We would like our contract manager to follow up with an email or call to us on who called and their contact information and what was needed. This will allow us to continue the sales process by reaching out to them and showing them, we have a team with Sourcewell and CNH Industrial. We will continue to train our Territory Business Managers and dealers at our sectional and regional CNH dealer and sales meetings on this contract. We will continue to educate our dealers through webinars, phone calls and in-person training. When the contract is awarded, we will be sending out a letter with the new matrix to our dealers letting them know of the newly awarded contract. New Holland Construction will also be utilizing the GST team to train our members on the contract. They have a novel approach on touch points with the dealers during training. Our dealers are notified in several diverse ways through mail, email, and phone calls which then leads up to training. The focus does not stop after the training. GST continues to contact them after that process, so we do not lose touch with them. GST provides our dealers with a listing of Sourcewell members located in their area. This contract is particularly important to each one of our brands and is highly expressed to our CNH Industrial employees and dealers. Therefore, we have continued to grow the contract even through the Covid period. We plan to stay the course and continue with our message to our employees and dealers which is, "you should not have to bid for low dollars or a product you do not want, use Sourcewell and get what you deserve."	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not now. Our contract is awarded through our dealer level, and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to produce a process for e-procurement, whether this be through and EDI system or finding a company that has already created a process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We hold product training and customer experience events throughout the year. Any dealer current customer or potential customer can attend these events. At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealership.	*

41	Describe any technological advances that your proposed products or services offer.	New Holland Construction has announced the E15X first electric vehicle which has no air or sound pollution. New Holland Construction included an 8” LCD Multifunction Display in the 300 Series Skid Steer Loader and Compact Track Loader products. This brings the operator input and functionality to another level over what we had in the past. Particularly, the addition of a factory fit reverse camera, and improved EZ EH control adjustability. Meet the CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Construction Universal Machine Control allows you to use the precision construction technology you prefer*. It’s compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude and intelligence to stake a claim as the industry’s most versatile and powerful compact machine. Minotaur demonstrates CASE Construction's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. THE INDUSTRY'S FIRST FULLY ELECTRIC BACKHOE LOADER — THE CASE 580 EV The CASE 580 EV (electric vehicle) delivers backhoe power and performance equivalent to its diesel counterpart while also providing instant torque, lower jobsite noise, lower daily and lifetime operating costs, reduced maintenance demands and absolutely zero emissions. This will be anticipated to launch in 2024. The CASE 580 EV Delivers Ultimate Power and Sustainability - Zero Emissions: Lower your carbon footprint and achieve incentives/greater consideration for new projects with electrified additions to your fleet. - All the Performance: The battery separately powers the drivetrain and hydraulic motors, resulting in hydraulic breakout forces equal to diesel-powered machines and improved performance during simultaneous loader and drivetrain operation. - Long-Lasting Power: The machine's lithium-ion battery provides enough power for the typical 8-hour workday. - Lower Operating Costs: Save as much as 90 percent in annual vehicle, fuel, and maintenance costs. - Classic CASE Performance: The 580 EV retains the precision and efficiency of diesel-powered CASE backhoes with features such as ProControl, which allows for extremely precise boom movement and placement, as well as Comfort Steer, which significantly improves steering while working in tight quarters or in truck loading operations. The CASE CX15 EV (Electric Vehicle) is a 2,900-pound mini excavator powered by a 16-kW electric motor — it features retractable tracks that get machine width down to about 31 inches for going through doors and working in confined spaces. It can also work close to structures and obstacles with a minimum swing radius design. The 21.5 kWh lithium-ion battery is charged either by the 110V/220V on-board charger, or via an external rapid charger that can have the machine charged extremely fast, typically within 90 minutes. Depending on the type of work, unit will provide enough power to work through a full eight-hour workday.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In compliance with its Environmental Policy, CNH Industrial is committed to minimizing the environmental impact of its ICT activities by using energy-efficient products and solutions. Indeed, the Company implemented the Green ICT plan precisely to reduce energy consumption and CO2 emissions. In 2021, approximately 8,200 personal computers and 1,083 technical workstations were replaced with new equipment featuring more efficient power supply units, optimizing the consumption of electricity drawn from the grid. The Company also replaced around 1,100 computer monitors with new units that comply with environmental requirements regarding product energy consumption and efficiency, the use of hazardous substances, recyclability, packaging materials, and low-impact manufacturing methods. Within the scope of Brands4Sustainability3, CNH Industrial supported a project called Capri Circolare - A Sustainable Tourism Model, an in-depth analysis of potential areas of intervention to position the island of Capri at the forefront of environmental sustainability. The goal is to turn Capri into a green destination by developing a model that promotes a circular economy and the implementation of good practices to protect the local region, resources, and biodiversity. In Córdoba (Argentina), IVECO created an Ecological Island where carpenters use recycled materials to make parts that are then used in various plant production and logistics processes. In broad terms, the company applied the 5Rs of waste management (refuse, reduce, reuse, recycle, recover) to enable the reuse of approximately 4,800 kilos of reclaimed wood and around 3,600 kilos of corrugated plastic per year. The Company also contributed to creating policies in support of alternative fuels – and a circular economy – in the agriculture sector, particularly promoting the use of biomethane and Agriculture 4.0 programs through specific initiatives in many countries. As a long-	

standing member of the European Automobile Manufacturers' Association (ACEA), while also holding a seat on its board, the Company has actively contributed to the debate on EU (European Union) policies to lower CO2 emissions and achieve net-zero emissions in the future. Moreover, with a seat on the association's Commercial Vehicles Board, IVECO actively contributed to the discussions on how manufacturers can help achieve the EU's 2050 Greenhouse Gas Emissions (GHG) goal, highlighting the role that both liquid and gas renewable fuels can play in the transition towards net-zero CO2 emissions in transport. As regards light-duty vehicles, IVECO is actively involved in the ongoing discussions and advocacy activities regarding the revision of the post-2020 CO2 emission standard for cars and vans.

CNH Industrial is also a member of the Committee for European Construction Equipment (CECE) and of the European Agricultural Machinery Association (CEMA), trade associations for construction equipment and agricultural machinery manufacturers, respectively. Throughout 2021, the Company collaborated with the associations' committees and project teams to bring forward EU legislation on the safety and environmental aspects of off-road machinery. Following the European Green Deal plan presented by the European Commission, CNH Industrial contributed to further discussions within CECE's and CEMA's High-Level Groups on CO2 concerning ways to reduce GHG emissions and decarbonize both the agriculture and construction sectors in Europe.

CNH Industrial is also a board member of the European Association of Internal Combustion Engine Manufacturers (EUROMOT). In 2021, particularly through its brand FPT Industrial, the Company contributed to the association's activities centered on Non-Road Mobile Machinery (NRMM) exhaust emissions, proposing the creation of a new working group within the association focused on alternative powertrains and advanced energy resources. The aim was to further promote alternative and more sustainable powertrain solutions within non-road sectors as well (such as marine applications or mobile equipment) considering the EU's most recent sustainability and climate goals. The Company holds a seat on the board of the Natural & biogas Vehicle Association (NGVA Europe), which advocates and fosters the use of natural gas and biomethane for transport in Europe. In 2021, in collaboration with several other national associations for natural gas, IVECO and FPT Industrial promoted debate in Europe on natural gas strategy (considering the EU's targets for 2030 and beyond) and its advancement in Europe, in line with EU legislation on the development of natural gas infrastructures. *

CNH Industrial is member of the board of Hydrogen Europe, representing the hydrogen and fuel cell industry, national associations, and research centers in Europe, and of the Hydrogen Council, a global initiative among leading energy, transport, and industry enterprises that focuses on the contribution and potential of hydrogen in the transport sector while contributing to policymaking and the ongoing debate, working towards the future commercialization of fuel cell vehicles. In this regard, the Company also participates in the European Clean Hydrogen Alliance, an initiative by the European Commission and Hydrogen Europe that brings investors together with governmental, institutional, and industrial partners, aimed at steering and coordinating the ambitious plan to deploy hydrogen technologies by 2030, and at rapidly upscaling clean hydrogen production and use in Europe.

New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector in taking on the double challenge of producing sufficient quality food and safeguarding biodiversity.

The importance of sustainable planning to the Company lies not only in time and cost efficiencies, but also in emissions reduction, resource use, packaging management, and, not least, in their indirect impact on human health and traffic congestion. To coordinate its efforts effectively towards improvements in this area, CNH Industrial published its Green Logistics Principles, available on the Company's website; intended to coordinate the Company's initiatives on promoting sustainable behaviors, they help both corporate functions and suppliers effectively monitor their performance and meet improvement targets.

In North America, the Agriculture and Construction segments continued to engage their logistics partners in the SmartWay transport program. Launched in 2003, the program is sponsored by the Environmental Protection Agency (EPA) to improve efficiency, reduce greenhouse gas, and air pollutant emissions along the transport chain. SmartWay provides its partners with a set of EPA-tested tools that help make informed transportation choices, measure, and report CO2 emissions, and improve supply chain efficiency and environmental performance.

More information can be found on our 2021 Sustainability Report

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several CNH Industrial plants continued to implement initiatives to reduce packaging waste, according to the 5 Rs11 of waste management (in particular, the Reuse principle). Improvement measures involved several plants, including New Holland (USA), Annonay (France), Zedelgem (Belgium), Córdoba (Argentina), and Curitiba, Piracicaba, and Sorocaba (Brazil), reducing overall packaging waste by more than 1,000 tons and saving approximately $650,000. As per existing guidelines on packaging-waste compactors, aimed at mitigating the environmental impact and management costs associated with waste, CNH Industrial plants continued to reduce the volume of stored waste, thus requiring less frequent collection and disposal services by third-party providers. For example, the plant in Rorthais (France) installed a cardboard compactor, saving over $9,200. New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector to take on the double challenge of producing sufficient quality food and safeguarding biodiversity. See all the green initiatives stated on #43. We continue to support conservation efforts with third parties.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises. Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website www.monroetractor.com Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. We recognize today as a global leader in powerful, reliable, and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have numerous models in several product lines which speak to understanding member needs and proving them with the correct solution. This is accomplished by our strong dealer network and our field teams working together to help our members define their needs. Our dealers are measured on technical, financial and sales performance levels and maintain certifications to back up these performance levels. Our focus is to align with what our members' needs are while controlling costs. We also have our unique demo/rental program available to members under this proposal. A member can use the product in advance and receive additional discounts if they choose to purchase the equipment. This allows the member to make sure they are getting the right product for the job. New Holland Construction partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our team in the field with getting the Sourcewell contract utilized and talked about. Their ability to speak to the members as a third party has been of great value in successfully helping members understand how to utilize the contract.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	New Holland Construction and Case Construction covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands. For Case Construction this is defined in the Dealer Operating guide.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Both New Holland Construction and Case Construction have items that are not covered such as: • Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification. • Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids. • Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc. • Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories. For other items please see the Warranty and Limitation of Liability agreements for both brands.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case Construction does reimburse on some Heavy Construction products.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Both New Holland Construction and Case Construction dealer network provide technicians for repair and the network covers the entire of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover certain items made by other manufacturers. Certain items are covered by some OEM's such as engines manufactured by Deutz, Kubota, Yanmar, etc. We do not cover warranty for items made by other manufacturers. Coverage detail is provide in the Warranty and Limitation of Liability agreement form which the customer signs at the time of delivery.	*
51	What are your proposed exchange and return programs and policies?	CNH Industrial's responsibilities include, but are not limited to: - Deliver a unit that is free of defects in material and workmanship - Reimburse for costs for repairs that are the result of defects in material and workmanship - Provide warranty payment to dealers per policy in a timely manner - Provide service information to dealers via the Technical Help Desk - Identify product deficiencies and corrective action by Product Improvement Programs - Make determinations of premature wear - Provide operators manuals If for some reason defects/failures arise, CNH Industrial will take corrective action under the warranty policy. Returns/Exchanges are not allowed.	*
52	Describe any service contract options for the items included in your proposal.	We do provide services under ProCare Program for Heavy Construction equipment; where a customer receives Extended Warranty coverage, and it includes planned maintenance for 3 years & SiteWatch subscriptions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30, after receipt of invoice. Acceptable payment methods would be at the local dealer's discretion, but most would accept cash, ACH, Check and P-Card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CNH Industrial will administer a matrix that will be published on our Dealer Portal and/or sent to our dealers notifying them of the contract period, products awarded, and discounts off list price so they can quote equipment to members. The sample matrix will be uploaded for your reference. We provide the dealers with a matrix which provides the Sourcewell member with the product, discount off list and pricing available to them.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Acceptance would be at the local dealer's discretion.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering discounts off the product category. The total purchase price will include a discount off the list with freight, setup, surcharge, and any other extra costs associated with the final sale on separate line items. CNH Industrial Discounts off List price: Skid Steer Loaders 35% Compact Track Loaders 32% New Holland Tractor Loader Backhoe 35% Case CE Tractor Loader Backhoe 37% Tractor Loader 32% Compact Wheel Loader 32% Crawler Excavator 32% Rough Terrain Forklifts 32% Compact Dozer Loader 32% Crawler Dozer 37% Heavy Wheel Loader 37% Heavy Excavator 32% Motor Grader 32% Compaction 32%	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNH Industrial discounts are off list price ranging from 32% to 37%.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer any additional discounts currently. Our local dealers are authorized at their discretion to provide additional discounts.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The proposed pricing for sourced equipment or services will be "open market." CNH Industrial will provide a quote for each request. Dealers may provide additional discounts at their discretion on the unit in question.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional cost that maybe associated with each transaction that dealers may include: -Set-up/pre delivery inspection -Surcharges if applicable -additional manuals -freight -training	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, both from manufacturing facilities, distribution points, or transfers from other dealers' inventory will be added as a separate line item. This cost is FOB, but CNH Industrial often subsidizes it to remain competitive in the marketplace.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expenses calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do offer the option for equipment to be coded "will call." This allows the customer to pick up the equipment from the manufacturing/distribution points. This can lower the cost of the transaction.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the buyer.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Market Share is important to our business. Each month we run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from the percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow this matrix in the percentage of government sales to increase Sourcewell sales. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars. This will show us if we are on target for growth vs that of last year's quarter.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Holland Construction Equipment: MEET YOUR CHALLENGES HEAD-ON New Holland's ongoing commitment to making the most dependable and innovative construction equipment brings you the 300 Series skid steer loaders. They provide enhanced productivity, comfort and ease, while still delivering outstanding lift and breakout force and rock-solid stability. Customize your machine for your specific demands with a wide array of versatile attachments and options. The patented Super Boom® vertical lift linkage delivers maximum reach at maximum height to allow you to place loads precisely in the center of high-sided truck boxes or hoppers. New Holland Tier 4 Final engines deliver powerful performance, use less fuel and are easy to maintain to decrease your operating costs. The reliable hydraulic system delivers fast cycle times. In-line hydraulic pumps produce less noise and provide extra-smooth operation. Add the optional high-flow hydraulics to run attachments hour after hour. The 300 Series dual-range transmission provides travel speeds of more than 11 mph to save time on and between job sites. It is standard on the L320, L321, L328, and L334. New Holland's long wheelbase gives you stability and smooth riding comfort. A new available creep mode (EH models only) gives you greater control for slow-speed operations like trenching. New Holland's 300 Series loaders make your workday more productive and comfortable with a compact track loader from New Holland. These 60 to 114 gross HP loaders are tough models that deliver incomparable performance and craftsmanship. Whether you are a farmer, contractor, or landscaper, the 300 Series loaders are built to support you and your operation. They hold fast to steep slopes and move easily through muddy or sandy terrain to complete jobs quickly and efficiently. New Holland's D Series loader backhoes represent a huge step forward in operator comfort and productivity while delivering Tier 4 Final emission compliance without compromise. A new cab design featuring 10% more space, new rear side windows, vastly improved clearance when turning the seat for backhoe operation, and hugely improved in-cab storage capacity guarantees an enhanced operator experience and increased operator productivity. Many customers need a loader that offers the versatility to do a lot more than just move bulk material, including grading and leveling as well as grabbing heavy items like tree trunks and concrete pillars. They also need a tractor unit offering the traction and power to push materials into place or out of the way. With a 4-in-1 bucket, a D Series loader backhoe delivers exceptional performance with just a single attachment. Choose a 6-in-1 bucket and you have the option to flip down adjustable pallet forks for handling palletized loads without a dedicated vehicle. The backhoe can be equipped with a wide choice of buckets to match excavation, water-course clearance, trenching and other demands. You can also fit post hole diggers, hydraulically extendable dipper and countless other tools. The long, nearly 23-ft. reach of both the standard and telescopic dipper allows digging depth comparable to many conventional dedicated excavators. Add the new updated cab featuring a new heated seat and up to ten LED lights and exterior side lights on the cab roof, and there are no performance compromises with a New Holland D Series loader backhoe. CLASS-LEADING POWER AT BUCKET AND HITCH The U80D tractor loader from New Holland delivers 74 gross horsepower of clean power with its Tier 4 Final certified engine. You get responsive power at both bucket and hitch, so the U80D pays its way by loading, stacking, scraping and leveling. Add the Glide Ride option, and the boom cylinders become the equivalent of giant shock absorbers to stabilize the load while traveling. The curved-arm loader linkage provided on the U80D tractor loader provides hydraulic bucket leveling for less spillback, as well as excellent reach at maximum dump height for truck loading. The unique reverse-mounted loader arm cylinders give you maximum bucket breakout force and superior dump speed on the bucket. Rugged Class II three-point hitch with controllable down pressure provides excellent scraping and leveling performance. The synchromesh transmission with power shuttle gives you smooth control and easy forward-reverse shuttling. New Holland compact wheel loaders do more than load. With dependable engine and hydraulic power and a choice of buckets and attachments, you can easily scrape, grade, haul and more. Z-Bar linkage design provides maximum breakout force, digging and lifting power for high-production load-and-carry applications. For applications where self-leveling is needed, like forklift work, consider the W50C TC Tool Carrier model. A stable compact design allows you to work and maneuver easily in restricted spaces. A lower machine height and lower center of gravity increases the stability of New Holland compact wheel loaders so you can lift and move larger loads, travel smoothly and quickly, and operate with more confidence.

You can work next to buildings, foundations, and roads with greater confidence in a New Holland Construction C Series compact excavators. They combine power, performance, and versatility to make the very most of every minute of your day. C Series excavators deliver big digging and grading performance with SAE bucket breakout forces up to 8,490 lbf and dig depth up to 12.5 feet. Their compact design and zero/short tail swing mean you can dig, fill, and grade in the most confined, congested areas. You can offset the excavator boom left or right within the operating range to match the situation. The C Series also offers more ground clearance and excellent dozer blade lift height for maneuvering and working in tough conditions. With seven models from 1.7 to 6 tons, there is nothing small about the performance of New Holland compact excavators. All models offer an increase in horsepower compared to previous models, powered by quiet, fuel-efficient Tier 4 Final engines up to 66.9 horsepower. Ease and comfort equate with operator productivity, so the wide C Series cab is designed for spaciousness, all-around visibility, comfortable seating, and smooth control. New Holland's Auto Shift traveling system automatically downshifts when load increases to enhance travel torque on slopes and in difficult conditions, then shifts back up to secure a faster travel speed after the load decreases. The Auto Idle system activates when you are not using the operating levers to improve fuel efficiency.

Case Construction Equipment:
The CASE B Series skid steers build on more than 50 years of engineering and field experience to provide the most intuitive operator experience and comfortable working environment ever built into a CASE skid steer — including an eight-inch LCD multi-function display and simple electro-hydraulic controls. The design simplifies operation and puts more power and control into the hands of the operator. Match that with productivity-enhancing horsepower and torque, powerful auxiliary hydraulics, and industry-leading visibility — and CASE B Series skid steers allow you to get more done every day.

The CASE skid steer lineup features the sizes, lift patterns, power, and emissions solutions to match any application. Five radial-lift and three vertical-lift skid steers across numerous horsepower and size classes ensure that you will find the right solution for your operation. CASE B Series skid steers also provide operators with the most feature-rich operator experience ever found in a CASE skid steer, including electro-hydraulic controls, "Creep Speed" functionality, an automotive-style information display with improved fault codes and troubleshooting, as well as Economy Modes with engine protection. The eight-inch LCD multi-function display serves as the command center for the machine and includes the industry's only backup camera visible in a split screen display with machine data.

The CASE B Series compact track loaders offer a completely re-imagined operator interface and environment to simplify operation and put more power and control into the hands of the operator — including an 8-inch LCD multi-function display and simple electro-hydraulic controls. Match that with industry-leading visibility, productivity-enhancing horsepower and torque, extreme attachment versatility, and lift geometries and size classes to meet every demand — and CASE B Series compact track loaders have the strength and performance to handle your toughest jobs. Jobsite productivity and awareness are driven by industry-leading visibility — further improved with the backup camera and a cab-wide rearview mirror. Operators have the industry's best perspective of the job through large front and side windows, a low entry threshold for greater visibility down to the bucket, a low sloping rear hood and 360-degree lighting. *

CASE backhoe loaders – extra power when you want it, precise control where you need it and a sophisticated-yet-simple machine that needs less from you to get more done, more quickly. When your backhoe legacy dates to the world's first fully integrated production backhoe loader, you know they are expected to do everything. So, you engineer them to be stronger and more responsive, roading, loading, or digging. That is the Tier 4 Final N Series backhoe. Give your backhoe a shot in the arm. At the push of a button, Power Boost provides a temporary surge of power – up to 8% more breakout – without decreasing RPMs (Revolutions Per Minute) so you can quickly muscle through obstacles and tough or frozen ground. (Not available on 580N EP or 580N backhoes).

The CASE 570N EP tractor loader combines unbeatable lifting strength, ground speeds as fast as 24mph, and user-friendly features to provide contractors with a skip loader that is impressively cost effective, and incredibly easy to own and operate. It is available with a rear 540-RPM PTO (Power Take Off) or 3-point hitch, as well as a hydraulic front quick coupler for optimal versatility. The CASE 570N EP tractor loader has a full height lifting capacity of 6,503 LB., giving you more than three tons of lifting strength to move, load and stock more piles, palettes, and material. Loader arms have heavy-duty in-line parallel linkage with a solid thru-pin design, dual bucket cylinders and a standard material retention feature to evenly transfer bucket stress up and through full dump. It all works together to provide faster cycles with less spillage.

The enhanced CASE G Series wheel loaders simplify operation through a touchscreen display and give operators even greater control with adjustable electro-hydraulic controls, optimized power modes and programmable configurable buttons near the joystick. These buttons put your most common settings and functions mere inches away from the joystick, further simplifying operation. All while delivering — and improving — the power, productivity, and efficiency you already expect from CASE G Series wheel loaders. Extreme fuel efficiency, lower engine operating temperatures and a no DPF/no regen emissions solution are matched with features designed to shorten cycle times, increase uptime, and make you even more efficient. An optional, factory-integrated payload system drives greater accuracy and loading efficiency in operations from quarries and job sites to feedlots and supply yards — and makes the investment/deployment in a payload system entirely turnkey (no separate financing/installation/etc.).

C Series motor graders expand the CASE lineup with well-equipped models ideally suited for small-to-mid-size grading operations for municipalities, road maintenance and general construction. Their SCR-only Tier 4 Final engine solution delivers fuel-saving performance with minimal cost or maintenance from the operator and with the product assurance of ProCare, ownership and upkeep has never been easier. Models come standard with the productivity-boosting features operators want and are available as standard drive or AWD, and as machine control-ready for integrating into precision fleets. C Series graders deliver smooth, automatic shifting thanks to an Ergopower transmission and torque converter. And with the hydraulic differential lock and automatic power splitting, torque is instantly transferred from a slipping tire to one with more traction, providing constant traction without throttle adjustment necessary.

The CASE H Series rough terrain forklifts get it done smoother, easier, and faster. With fast lifting speeds, roading speeds of up to 24 mph (38.6 km/h), lifting capacities of up to 8,000 lbs. and a slew of unique features that keep loads level and forklift operators comfortable, these high-performance, Tier 4 Final forklifts truly do raise the bar. Rough terrain forklifts are designed for two things: lifting and moving loads. We have engineered the H Series forklifts to be the best at both. With lifting speeds of 107 feet per minute and roading speeds of 24 mph, you will be able to raise, haul and place quicker to finish the job faster.

The all-new E Series excavators build on that legacy with seven new models - including two new class sizes - designed from the ground up to revolutionize the operator experience through laser focus on the things operators care about most: reliability, cab comfort and performance. We give you a full line-up of solutions for every size and type of jobsite, whether you are trenching in open fields or working a single lane on the highway. And the growing list of OEM-fit machine control technologies available throughout the new E Series lineup shows our commitment to always delivering improved performance, precision, and profitability.

The CASE M Series dozers are among the most powerful and efficient — and now even more precise with factory-fit machine control. This makes it easier than ever to get into machine control and to experience its benefits: increased productivity, improved performance, and reduced wear-and-tear on your dozer fleet. Match that with industry leading power, extreme visibility to the work area, an intuitive operator interface/experience, and the full support of CASE and its dealer network — and CASE M Series Dozers will drive your success from heavy bulldozer work to fine grading. It is all about the drawbar pull — and the tractive effort and related pushing power it creates. CASE M Series dozers provide best-in-class drawbar pull (varies by model), and a powerful and robust undercarriage with a variety of track and extended life options to meet your pushing needs.

CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Universal Machine Control allows you to use the precision construction technology you prefer*. It is compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude, and intelligence to stake a claim as the industry's most versatile and powerful compact machine.

Minotaur demonstrates CASE's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. Built mean for tough conditions and smart for precision grading, you can take it all on with confidence. Transform your operation with CASE Construction Equipment.

*Machine control solution of your choice sold separately
**21 patents granted, 8 pending

		No two compaction jobs are the same. All three series of CASE vibratory rollers — double drum, single drum, and pneumatic tire — provide operators with the right combination of brute compaction force and precise control for all materials, lift profiles and jobsites. Double drum. Combi. Compact. Large Frame. CASE offers compaction solutions for every asphalt job, from driveways and bike paths to highways and commercial parking lots. Industry-leading climbing up to 67 percent grade matches with a design for powerful compaction while remaining versatile, easy to transport and fuel efficient. The PT240D provides the flexibility for both sub-base and asphalt compaction in large-scale paving projects, improving compaction quality and completing the work in fewer passes — all in a Tier 4 Final machine.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are various subcategories of solutions that may describe our equipment these include earth moving equipment, agriculture, residential construction, utilities, quarry and aggregates, roads and bridges, landscaping, waste and scraping, non-residential construction, and snow removal. CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity. That also means we are constantly striving to design machines that are simple to own. Our customers provide input to help guide machine enhancements, to improve serviceability, visibility, stability, power, ease of operation and transport, extended time between refueling, noise reduction and cold-weather starting – just to name a few. And when you buy equipment from CNH INDUSTRIAL our relationship does not stop at the transaction. CNH INDUSTRIAL dealer network is on-hand to help you build the right equipment for your jobsite, and after you buy, for advice on daily checks, operator environment configuration and help with planned maintenance.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Case construction provides (7) different TLB models ranging from 74 (HP) horsepower to 110 (HP)
72	Motor Graders	(•) Yes ( ) No	Case Construction offers two classes of Motor Graders, the 836C (137 HP) and the 856C (173 HP).
73	Wheeled and tracked excavators	(•) Yes ( ) No	Case construction offers seven different models of compact excavators, two types of midi excavators and sixteen diverse types of heavy excavators (full-size excavators).
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	CNH INDUSTRIAL (Case New Holland Industrial) offers (6) Bulldozers ranging from 68 to 214 horsepower
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	CNH INDUSTRIAL (Case New Holland Industrial) provides hundreds of attachments specifically designed to meet your equipment needs. We will include brochures highlighting the vast array of attachments we provide that range from snow-pushers, augers, bale handlers, buckets, brooms, and much more.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	CASE ProCare is the most comprehensive and standard-from-the-factory heavy machine support program in the industry. It comes with a 3-year/3000-hr full machine factory warranty, 3-year/2000-hr planned maintenance and 3-year Advanced SiteWatch subscription. With CASE ProCare, you receive complete factory-provided coverage on select new heavy machine orders.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	CASE Construction offers two Wheel Loader's with published net horsepower (HP) of at least 300 HP.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Case Construction provides (10) full-sized excavators with a published net horsepower (HP) of at least 150 HP.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Case construction has (1) Motor Grader with a published maximum operating weight of at least 30,000 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	CNH INDUSTRIAL (Case New Holland Industrial) does not have Cranes in its current offering.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - CNHI Price pages.zip - Friday January 13, 2023 07:29:27
- Financial Strength and Stability - CNHI Annual report & Sustainibility report.zip - Friday January 13, 2023 07:37:31
- Marketing Plan/Samples - Buyers Guide back page.docx - Friday January 13, 2023 07:21:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - CNHI Warranty.zip - Friday January 13, 2023 07:32:04
- Standard Transaction Document Samples - NH CE and Case CE matrix.zip - Thursday January 12, 2023 14:43:50
- Upload Additional Document - CNHI awards, certificates & licenses & Brochures.zip - Friday January 13, 2023 09:54:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government & Fleet Sales Account Manager, CNH Industrial America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: April 27, 2026

AGENDA ITEM 13.A.

To: Board of Trustees
From: Ashlee Jasutis, Deputy Director of Law Enforcement Services, Sean Gilhooley, Director of Law Enforcement Services
CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk
RE: [Previously discussed] Agreement between Oxcart Permit Systems, LLC and the Village of Western Springs (Omnibus Item)

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on April 7, 2026 and recommended the approval of an agreement between Oxcart Permit Systems, LLC and the Village of Western Springs.

Summary

An overweight permit is an official authorization that allows a vehicle exceeding legal weight limits to travel on public streets or highways. These permits are part of vehicle and traffic regulations designed to protect infrastructure, such as roads and bridges, and to ensure public safety by minimizing hazards associated with heavy loads. In Illinois, the legal maximum gross vehicle weight is 80,000 pounds unless a permit is obtained.

This local permit is separate from an oversize/overweight permit issued by the Illinois Department of Transportation (IDOT), which applies to state highways. Depending on the route, both local and state permits may be required. Permit fees are structured based on the vehicle's gross weight and the distance of travel. Although there are no officially designated truck routes within Western Springs, Ogden Avenue and Wolf Road serve as primary corridors. These roads function as higher-capacity thoroughfares and are commonly used by commercial truck traffic traveling through or around the village.

Currently, enforcement of overweight truck regulations and the review and approval of permit applications are handled by Western Springs Police Officers who hold state Truck Officer certification. The existing process relies on a paper-based system: applicants complete a physical form, which is then submitted for a truck officer's review. Once approved, payment is made via paper check, after which the permit is issued. This outdated process often results in inefficiencies and delays.

To improve this system, the Western Springs Police Department is requesting approval to

implement services provided by Oxcart Permit Systems LLC. Oxcart maintains an online platform that enables applicants to submit overweight permit requests electronically. The system allows trucking companies to apply for permits across multiple jurisdictions simultaneously as they plan routes.

Under this system, applications are submitted online and reviewed by a certified Western Springs Truck Officer. Upon approval, Oxcart manages the collection of permit fees. This streamlined process enhances efficiency, reduces administrative burden, and improves compliance by making permit applications more accessible and convenient.

Oxcart is used by numerous municipalities across Illinois, including neighboring communities. The system requires applicants to pay a service fee directly to Oxcart, and there is no cost to the Village of Western Springs. Collected permit fees are transferred to the Village every month, no later than the tenth day of each month. In 2024, a total of 30 overweight permits were issued, generating $1,800 in revenue, with an average of $60 per permit. In 2025, the number of permits issued remained the same at 30; however, total revenue decreased to $1,200, resulting in an average of $40 per permit.

Financial Impact

Revenues for overweight local permits were estimated at $2,000 for FY2026. Staff estimates that this will be exceeded due to the ease of the application process through this system.

Recommended Motion

I move to approve the agreement between Oxcart Permit Systems, LLC and the Village of Western Springs.

Strategic Plan Alignment

Public Safety

File Attachments

1. 20260303 DRAFT Oxcart.Western Springs
2. Resolution No. 26-___ re Approval of Service Agreement with Oxcart Permit Systems for Permit Application and Processing (BOT Ap

Services Agreement

This Services Agreement (this "Agreement") is made this XX day of MMMM, 2026, by and between Oxcart Permit Systems, LLC, an Illinois limited liability corporation of 440 W Colfax Street Unit 2384, Palatine IL 60078 ("Oxcart") and the Village of Western Springs, Illinois, a municipal corporation, ("Village"), collectively known as the "Parties." The term "Customer" shall refer to any third-party requesting permits from the Village.

1. **Oxcart Services.**
   Oxcart shall develop, establish, set up and maintain an internet application which shall include but not be limited to the creation of online local permit applications and the processing of said permit applications, for the Village for the purposes of accepting local permit applications and payment for such permits as set forth herein, which shall be referred to as the "Service."
   i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
   ii. The Service will be made available per the attached Service Level Agreement (Exhibit 1).
   iii. The Service will allow for the acceptance and processing of permit applications as authorized by the Village.
   iv. The Service will be hosted using computer servers contracted by Oxcart, which shall be located within the United States.
   v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice during the term of this Agreement.
   vi. Oxcart reserves the right to update code and/or security measures at any time with notice during this Agreement. Oxcart will maintain a Security Incident Response plan which will be made available upon request to the Village for review.
   vii. The content of the Village web pages within the Service shall be dedicated solely to the Village. The content of such pages shall include but not be limited to:
      1. Application fields necessary to receive, pay for and process a permit.
      2. Maintain user information and icons representative of the Village.
      3. Automated permits, in which permits do not need to be reviewed by the Village, and non-automated permits, in which permits must be reviewed by the Village, as directed by the Village.

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viii. The application will be based upon and processed according to the requirements of the Village's Code of Ordinances. Permit applications will not be enabled for public application until such time as approved by the Village.

ix. The Service shall provide the Village and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of permits and related document submissions.

x. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, contact the Customer with information regarding the approval, denial or approval with pre-programmed conditions of the permit, and, upon approval, collect payment of the Village permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, provide the Village with all information necessary for the Village to review, approve or deny, or establish conditions under which the permit will be granted. Upon the Village's review of a non-automated permit application, Oxcart shall contact the Customer with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for the Village permit fees and any other applicable fees, and issue the permit.

xi. All payments shall be accepted utilizing an integrated payment processor to accept online payments for the Village. In addition to the Village permit fee, for each transaction, the payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum Village permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the Village permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit.

    1. Oxcart does not determine the payment processor fees nor transaction fees, which are subject to change at any time without notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated total of the maximum Village permit fee, plus a $.30 per transaction fee. Oxcart shall promptly notify the Village of changes to these rates as soon as Oxcart becomes aware of the rate change.
    2. Upon change of payment processor fees, Oxcart shall update the Village web application to reflect the new rates and notify the Village of the change.

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3. Oxcart reserves the right to change or add payment processors at any time with notice to the Village.
4. In the event a Customer disputes a transaction with their bank, Oxcart will provide notice to the Village and shall withhold the permit fees from the Village until such time the dispute has been resolved.

xii. Village permit fees shall be collected by Oxcart in accordance with the provisions of the Village's Code of Ordinances.

xiii. On or before the tenth business day of each month, Oxcart shall transfer to the Village through ACH direct deposit or bill payment system through the United States Postal Service all Village permit fees for all approved permits for the preceding calendar month, less the credit card payment fee. All Village permit fees shall be paid in full, less any amounts in dispute, by Oxcart each month to the Village. In addition, by the tenth business day of each month, Oxcart shall transmit by email a report providing the name, address, date of payment, date of permit issuance and Village permit fee collected for each permit approved and issued. Such report shall be sent as provided in Section 8.

xiv. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.

xv. Oxcart shall maintain permit data for online access by the Village and allow the Village to download Village permit data. Oxcart shall maintain the Village's permit data for a minimum period of seven (7) years or longer if required by law.

xvi. Oxcart expressly acknowledges and agrees that as between the Village and Oxcart, the Village is the owner of and has exclusive rights, title and interest in and to customer and/or permit data. Oxcart shall have the right to access and use such customer/permit data solely (i) as necessary to provide the Services, and (ii) for trend analysis that may assist Oxcart in the provision of its services in its business generally, provided that no such trend analysis shall result in the disclosure of any Personal or Confidential Information about or from Customer or its employees or customers. Oxcart will not retain, use, disclose, sell, or otherwise process customer and permit data for any purpose other than the specific purpose of performing the services specified in this Agreement.

xvii. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the Village permit fees and the permit services provided to the Village and the amount collected for Village permit fees. Such books and records shall be made available for examination and audit by the Village at any time during business hours upon 30 days written request.

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xviii. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure pursuant to a Systems Maintenance policy which will be available to the Village upon request for review.

xix. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the Village or Customer. Oxcart reserves the right to add proprietary premium features for Customers at an additional cost to the Customer.

xx. Oxcart is free to market the Service to other organizations, units of government and customers without exception or exclusion except at the sole discretion of Oxcart.

xxi. Oxcart is free to use any non-proprietary data at its discretion with notice and approval of the Village.

xxii. Oxcart shall maintain compliance with the Payment Card Industry Data Security Standard (PCI-DSS) at all times. This includes providing the Village with an annual PCI-DSS compliance certification from a Qualified Security Assessor or through a Self-Assessment Questionnaire, as applicable. Any non-compliance issues identified in such audits must be rectified by Oxcart within an agreed timeframe. Oxcart is also responsible for ensuring all subcontractors processing or handling payment card information adhere to PCI-DSS compliance. Furthermore, Oxcart shall bear all costs related to maintaining PCI-DSS compliance.

xxiii. Oxcart shall maintain an information security program designed to protect the confidentiality, integrity, and availability of the Village's data, ensuring compliance with applicable laws and industry standards.

2. License

i. Subject to the terms of this agreement, Oxcart grants the Village a limited, nonexclusive and nontransferable license to access and use the Application on computers or devices owned or otherwise controlled by the Village strictly in accordance with the application's documentation.

ii. License Restrictions. Licensee shall not:

   1. Copy the application, except as expressly permitted by this license;
   2. Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the application;
   3. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the application or any part thereof;

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4. Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the application, including any copy thereof; or,
5. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the application or any features or functionality of the application, to any third party for any reason.

3. **Reservation of Rights.** The Village acknowledges and agrees that the application is provided under license on a subscription basis, and not sold, to the Village. The Village does not acquire any ownership interest in the application under this Agreement, or any other rights thereto other than to use the application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Oxcart reserves and shall retain its entire right, title and interest in and to the application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to the Village in this Agreement.

4. **Oxcart Representations and Warranties.** Oxcart represents and warrants to the Village that:
   i. It holds all necessary third-party government rights, including without limitation all intellectual property rights to any and all applications needed to provide the Service;
   ii. It maintains commercially reasonable electronic security to protect Customer information from third party intrusion;
   iii. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activates that will or might interfere or conflict with the terms hereof;
   iv. In performing its obligations hereunder, it shall comply with all applicable laws, rules and regulations of any federal or state regulatory body that has jurisdiction over its activities hereunder.

5. **Village Representations and Warranties.** The Village represents and warrants to Oxcart that:
   i. It shall encourage all Customers to apply for permits using the Village web page developed by Oxcart. However, the Village is free to maintain an internal system of issuing oversize and overweight permits as it deems necessary.
   ii. It will immediately inform Oxcart of any technological difficulties with the Service;

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iii. It will take all reasonable steps to approve non-automated permits for the Customer within twenty-four (24) hours, on normal business days, of receipt of the permit application from Oxcart except in cases of permits with extenuating circumstances such as extremely large or heavy vehicles which require route studies, surveys, site visits or special engineering;

iv. It shall provide Oxcart with all pertinent information and policies necessary to adequately configure and maintain the Service as requested by Oxcart. It shall be the responsibility of the Village to update Oxcart with any changes or modifications to the permit requirements or permit structure.

v. It shall provide Oxcart with the names, email addresses and phone numbers of any Village personnel who will be administratively accessing the application on behalf of the Village;

vi. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activities that will or might interfere or conflict with the terms hereof.

6. Payment and Fees for Service.

i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the payment processing fees, as provided in Section 1(xi).

ii. Upon the effective date of this Agreement, such Service Fee shall be assessed based upon the cost of the assessed Village fee for and as provided in the following Schedule:

Assessed Village Fees	Oxcart Service Fee
$0.00 - $59.99	$6.00 flat fee
$60.00 - $99.99	10% + $1.00
$100.00 - $199.99	$13.50 flat fee
$200.00 or more	$16.00 flat fee

From time to time, Oxcart may modify the Service Fee based on market conditions. Oxcart will provide 60 days' notice to the Village of any changes.

iii. All payments are final and Oxcart will not refund the Customer any monies collected through the payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the payment processor, or the Village requests a refund be processed through the processor for an approved permit to which the processor fee assessed to Oxcart will be deducted from the monthly payment to the Village. Oxcart may elect to refund

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monies via check or ACH at its sole discretion, and the Village reserves the right to internally issue Village permit fee refunds to Customers through their finance department or through the Service.

iv. Oxcart will not store Customer financial information.

7. **No Indemnification.**

Each Party shall be responsible for its own acts, errors, or omissions and those of its boards, officers, employees, volunteers, and agents. Nothing in this Agreement shall be construed as obligating either Party to indemnify, defend, or hold harmless the other Party in any manner. The Village, as a self-funded and self-insured municipal entity, expressly rejects any indemnification obligation. Any liability incurred by a Party shall be the sole responsibility of that Party, subject to applicable law and limitations.

8. **Internet Delays and Limitation of Liability.**

i. **Internet Delays.** The Service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Neither Party is responsible for any delays, delivery failures other damages resulting from such problems.

ii. **Limitation of liability.** The application is provided to licensee "as is". To the maximum extent permitted under applicable law, Oxcart, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Oxcart products and services.

9. **Confidentiality.** To the extent permitted by law, Oxcart and the Village shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know) all Proprietary Information received from the other party and shall not use any such Proprietary Information except for the purposes contemplated by this Agreement. Either party shall promptly report to the other any unauthorized disclosure of use of any Proprietary Information of the other party of which it becomes aware and shall take such further steps as may reasonably be requested by the other party to prevent unauthorized use thereof.

As used in this Agreement, "Proprietary Information" shall mean with respect to the Village all confidential and proprietary information, including but without limitation,

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all customer, contact, payment data, and files covered by this Agreement. In addition, Proprietary Information shall include all data and other information or material, owned, possessed or used by either Oxcart or the Village which is at any time so designated by such party in writing, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Proprietary Information is disclosed to the other party. In addition, information which is orally disclosed to the other party shall constitute Proprietary Information if identified as such at such time and if within ten (10) days after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such oral disclosure and the name of the employees of the party to whom such disclosure was made. "Proprietary Information" does not include information already known to the public or as defined as a public record and subject to disclosure under the Illinois Freedom of Information Act.

Notwithstanding the foregoing, this confidentiality obligation shall not apply to information if Oxcart or the Village receives a validly issued administrative or judicial order, warrant or other process requiring disclosure of Proprietary Information or if Oxcart or the Village is otherwise required to disclose Proprietary Information in order to comply with any law.

The Village acknowledges that when their employees or customers access or use the application, Oxcart may use automatic means (including, for example, cookies and web beacons) to collect information about the Village or the Village's customer's devices and about use of the application. The Village or their customers also may be required to provide certain information about themselves as a condition for accessing or using the application or certain features or functionality. All information Oxcart collects through or in connection with this application is subject to the Oxcart Privacy Policy. By accessing or using and providing information to or through this application, the Village consents to all actions taken by Oxcart with respect to its information in compliance with the Privacy Policy.

If the Village provides Oxcart with information relating to personal contact information (the "Data") of third parties (e.g. email, mail, telephone, fax), such information shall be provided by the Village free of any charge or fee. The Village warrants that: (i) they make no claim of copyright or other intellectual property rights in the data; (ii) they have all necessary rights to provide the data to Oxcart and warrant that the data was not collected, generated, compiled, obtained and/or being supplied to Oxcart in any manner that would subject Oxcart to legal or regulatory

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liability for the use as contemplated herein; (iii) none of the individuals included in the data have "opted out" of receiving future messages from the Village; (iv) the Village providing the data to Oxcart does not infringe upon any rights of any third party; (v) there are no material suits, claims, charges or proceedings currently pending or threatened against the Village relating to the data.

10. **Employee Background Checks.** Oxcart shall not allow any of its employees or subcontractor personnel to access customer data except to the extent that such individual has received a clean report with regard to each of the following:

    i. verifications of education and work history;
    ii. a 7-year all residence criminal offender record information check; and
    iii. a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and has not been convicted of or entered into a court-supervised diversion program related to felonies or to crimes involving identity theft, misuse of sensitive information, fraud, embezzlement, larceny, perjury, terrorism, or any other breach of trust or fiduciary duty crime.)

    However, the requirements of this section shall not apply to the extent forbidden by applicable law.

11. **Termination.**
    i. This Agreement may be terminated without penalty by either party, without cause, upon sixty (60) days' notice to the other party.
    ii. Upon the date of termination, any unapproved permit application which has been submitted to the Village through Oxcart will be forwarded to the Village, and Oxcart shall pay to the Village all Village permit fees due and owing to the Village pursuant to the terms of this Agreement. Oxcart will download and transmit all previous permit data belonging to the Village.

12. **Notices.** Any notices or demands which may be or are required to be given by either party shall be in writing and all notices required to be given or made hereunder shall be given or made either: (a) email at the following email addresses; (b) by hand delivery; (c) by United States certified mail, postage prepaid; or (d) if sent by nationally recognized overnight carrier, addressed to Oxcart or the Village, respectively, at the following addresses, or at such other place as Oxcart or the Village may from time to time designate in writing:

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- VILLAGE REPRESENTATIVE NAME, ADDRESS, CITY STATE ZIP, EMAIL
- Bryce Baker, COO/Member, Oxcart Permit Systems; 440 W Colfax Street Unit 2384, Palatine IL 60078, bbaker@oxcartpermits.com, or
  David Wordhouse, CISO/Member, Oxcart Permit Systems; 440 W Colfax Street Unit 2384, Palatine IL 60078, dwordhouse@oxcartpermits.com

13. **Disclosure.** Oxcart and the Village may notify existing and prospective customers that the Village online permit application system is provided by Oxcart.

14. **Future Modifications.** Based on the anticipated ongoing development of the relationship of the parties it is anticipated that it may be necessary to amend this Agreement to conform to developments. Each of the parties agree to cooperate with the other in every reasonable way in negotiating a mutually agreeable amendment of this Agreement should an amendment be necessary or advisable.

15. **Nonassignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.

16. **Independent Contractors.** Oxcart is and shall be considered an independent contractor and neither Oxcart nor its officers, directors, agents or employees shall be deemed to be an agent, employee or joint venture partner of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture. Oxcart shall be solely responsible for the payment of salary, payroll taxes and worker's compensation insurance for its employees.

17. **Survival.** Notwithstanding anything in this Agreement to the contrary, the representations and indemnification obligations of the parties, the disclaimer of warranties, return and erasure of Village permit data and Proprietary Information, the limitation of liabilities, the independent contractor status and the governing law and venue provisions and this survival section shall survive any termination of this Agreement and remain binding upon the parties.

18. **Governing Law.** This Agreement is to be governed by and construed under the laws of the State of Illinois, excluding conflicts of law provisions. The Circuit Court of Cook County, Illinois shall have exclusive jurisdiction of any disputes arising out of this Agreement.

19. **No Waiver.** No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

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20. **Entire Agreement.** Once signed by both Oxcart and the Village, the Agreement controls over any other prior agreement, written or verbal.

21. **Freedom of Information Act.** Oxcart understands and agrees that the Village, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 104/1 *et seq.,* (FOIA) and certain information with respect to the Service provided hereunder may be subject to disclosure in whole or in part under FOIA. Oxcart 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 undersign's possession and provide the requested public records to the Village within two (2) business days of the request being made by the Village. Oxcart agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the Village under this Contract.

22. **Miscellaneous.** This Agreement contains the entire agreement between the parties; cannot be modified except in writing and signed by the parties; shall be binding on the parties and their legal representatives, successors and assigns. If any provision of this Agreement is held to be invalid, then the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement.

OXCART PERMIT SYSTEMS, LLC	VILLAGE OF WESTERN SPRINGS
BY: BRYCE BAKER	BY:
TITLE: COO/MEMBER	TITLE:
DATE: MARCH 03 2026	DATE:

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EXHIBIT 1

Service Level Agreement

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the Village and/or Customers are unable to access the Service due to a failure of Oxcart's application.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the Village and/or Customers. Such scheduled maintenance activities are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM Central Standard Time.

Information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email within one (1) hour of submittal of the Application. Non-automated permit applications will be sent by Oxcart to the Village for review by the Village via email within four (4) hours of submission by the Customer within the Application. Upon the Village providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email within four (4) hours.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the Village's and/or Customer's networks, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- All internet connectivity and infrastructure issues/failures of internet service providers.
- Service or availability issues related to malicious behavior by the Village or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.

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RESOLUTION NO. 26-????
VOTE: Passed by an omnibus vote.
AYE:
NAY:
ABSENT:
ABSTAIN:
DATE: April 27, 2026
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH OXCART PERMIT SYSTEMS, LLC OF PALATINE, ILLINOIS FOR THE PROVISION OF PERMIT APPLICATION AND PROCESSING SERVICES.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village Board") and Oxcart Permit Systems, LLC of Palatine, Illinois ("Oxcart" or the "Vendor") desire to enter into a service agreement entitled "Services Agreement" for the performance of third party permit application and processing services (the "Services"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof (the "Agreement"); and

WHEREAS, the Services provided under the Agreement include permit application and processing services, primarily for overweight vehicles, within and provided by the Village of Western Springs ("Village"); and

WHEREAS, as provided for in the attached Agreement, the Vendor agrees to perform the Services in exchange for assessed fees charged to the applicants, as defined by the Agreement, which will make the Agreement revenue neutral for the Village; and

WHEREAS, at an open public meeting held on April 7, 2026, the Village's Public Health and 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 April 13, 2026 and April 27, 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 April 27, 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 Services Agreement, substantially in the form attached hereto as **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 Special Meeting thereof, held on the 27th day of April, 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

Exhibit "A"

Services Agreement
Between The Village Of Western Springs
and
Oxcart Permit Systems, LLC

(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 SERVICES AGREEMENT WITH OXCART PERMIT SYSTEMS, LLC OF PALATINE, ILLINOIS FOR THE PROVISION OF PERMIT APPLICATION AND PROCESSING 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 27th day of April, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of April, 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 April, 2026.

_____
Edward Tymick, Village Clerk

SEAL

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.246.1800
wsprings.com

April 22, 2026

TO: Village President and Board of Trustees
Ellen Baer, Village Manager

FROM: John Mastandona, Director of Finance

RE: Monthly Financial Report

Attached please find the monthly report and check register for March 2026. The attached includes a recap of all funds, a list of cash and investments, and cash flow schedules.

Investment Activity

The investment activity is presented for March 2026. The Illinois Metropolitan Investment Fund's (IMET convenience fund) average daily yield was 3.68%. The Police Pension Fund posted realized and unrealized losses of (4.40%) and maintained a trailing 12 month return of 18.07% at the end of March. The market value of the Police Pension portfolio is approximately $22.385 million with an additional $1.2 million in cash was on-hand at the end of March. The Federal Reserve rates remained at its previous range compared to last month's report (Target range of 3.50% to 3.75% as of March 18, 2026).

March Cash and Investment Summary:

Village Operating Funds:	$42,986,861
Village Trust & Agency Funds:	$25,015,933
Village Total	$68,002,794

Investment Allocation for March 2026

Category	Operating Funds	Trust & Agency
Cash (Mesirow/Chicago Trust)	$0	$1,237,334
Money Market (CBWS & Republic Bank)	15,990,487	381,319
Illinois Funds/CBWS	17,747,262	271,659
CD's	4,114,188	610,733
Cash (CBWS/Heartland Bank)	1,420,550	130,256
Equity Fund (Market Value)	0	22,384,632
IMET Convenience Fund	3,714,374	0
Total	$42,986,861	$25,015,933

Fund Activity

General Fund

Year to Date Activity

Revenue:	$4,559,848
Expenditures:	(3,829,248)
	$730,600

The General Fund has a slight surplus at the end of March. Sales tax collections and LGDF distribution are in-line with anticipated amounts included in the Budget.

The County has distributed approximately 11% of the FY 2025 levy. As stated in previous reports, approximately $1.6 million is included in revenue which is the delayed collections from the previous levy year. Without these delayed funds, the General Fund would have a deficit at this point of the year, which is typical.

Expenditures were on target for the month.

Capital Improvement Fund

Year to Date Activity

Revenue:	$459,178
Expenditures:	(234,342)
	($224,836)

Expenditures incurred in February include the purchase of computer equipment and car lease payments.

Water/Sewer Funds

Year to Date Activity

Revenue:	$1,469,836
Expenditures:	(1,767,078)
	($297,242)

Consumption billed in March (period covering December 15, 2025, to February 15, 2026) was in-line with the consumption billed in 2025 for the same period.

Stormwater Utility Fee Fund

Year to Date Activity

Revenue:	$814,307
Expenditures:	(7,161)
	$807,146

The funds collected from the stormwater utility fee will be utilized for improvements to the Village's stormwater system.

Police Pension

Year to Date Activity

Revenue:	$1,620,074
Expenditures:	(662,790)
	$957,284

The Illinois Police Officers' Pension Investment Fund (IPOPIF) consolidates police pension fund investments but reports each pension fund individually. The Fund posted realized and unrealized losses of (4.40%) and maintained a trailing 12 month return of 18.07% at the end of March. The Police Pension Fund held cash in the amount of $1.2 million at the end of March, while having a market value of assets of approximately $22.385 million.

Please refer to the attached schedules for more detail.

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
GENERAL FUND - 100						
Revenues						
Property Taxes	$6,885,669	$2,036,609	$956,500	$688,567	$1,348,042	29.58%
Taxes	5,484,500	1,613,934	549,276	1,371,125	242,809	29.43%
Licenses and Permits	1,730,000	436,764	252,236	436,843	(79)	25.25%
Intergovernmental	348,600	79,220	14,950	87,150	(7,930)	22.73%
Charges for Services	722,500	172,860	54,029	180,625	(7,765)	23.93%
Fines	130,000	33,102	11,072	32,500	602	25.46%
Interest	253,000	69,995	30,003	63,250	6,745	27.67%
Rental	159,000	74,904	10,125	39,750	35,154	47.11%
Miscellaneous	5,600	42,460	24,581	1,400	41,060	758.21%
	$15,718,869	$4,559,848	$1,902,772	$2,901,210	$1,658,638	29.01%
Expenditures						
General Government	(2,367,217)	(740,418)	(148,805)	(591,804)	(148,614)	31.28%
Finance	(638,558)	(201,669)	(54,139)	(159,640)	(42,030)	31.58%
Law Enforcement	(6,570,181)	(1,301,836)	(575,380)	(1,358,319)	56,483	19.81%
Municipal Services	(2,368,571)	(711,668)	(156,006)	(592,143)	(119,525)	30.05%
Engineering Services	(132,197)	(23,267)	(7,796)	(33,049)	9,782	17.60%
Fire and EMS	(2,470,062)	(620,743)	(177,570)	(617,516)	(3,228)	25.13%
Community Development	(1,170,188)	(229,647)	(71,232)	(292,547)	62,900	19.62%
	($15,716,974)	($3,829,248)	($1,190,928)	($3,645,017)	($184,231)	24.36%
Subtotal - Surplus (Deficit)	**$1,895**	**$730,600**	**$711,844**	**($743,807)**	**$1,474,407**	
RECREATION FUND - 210						
Revenues						
Property Taxes	$420,371	$166,021	$61,164	$42,037	123,983	39.49%
Charges for Services	1,284,280	275,641	176,723	321,070	(45,429)	21.46%
Interest	38,550	12,613	4,963	9,638	2,976	32.72%
Rental Income	261,450	72,942	22,454	65,363	7,580	27.90%
	$2,004,651	$527,217	$265,304	$438,107	$89,110	26.30%
Expenditures						
Culture and Recreation	(2,142,960)	(297,830)	(78,566)	(492,845)	195,015	13.90%
Surplus (Deficit)	**($138,309)**	**$229,387**	**$186,738**	**($54,737)**	**$284,124**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CAPITAL IMPROVEMENT FUND - 310						
Revenues						
Property Taxes	$226,000	$88,484	$32,670	$22,600	$65,884	39.15%
Capital Grant	265,000	346,803	346,803	346,803	-	130.87%
Interest	82,000	23,892	14,316	20,500	3,392	29.14%
Sale of Real Property	-	-	-	-	-	0.00%
	$573,000	$459,178	$393,789	$389,903	$69,275	80.14%
Expenditures						
General Government	(220,000)	(71,721)	(9,283)	(71,721)	-	32.60%
Law Enforcement	(213,595)	(50,702)	(10,036)	(50,702)	-	23.74%
Municipal Services	(1,082,703)	(59,488)	(2,219)	(59,488)	-	5.49%
Fire Services	(157,475)	(52,431)	(2,206)	(52,431)	-	33.29%
	($1,673,773)	($234,342)	($23,744)	($234,342)	$0	14.00%
Surplus (Deficit)	**($1,100,773)**	**$224,836**	**$370,045**	**$155,561**	**$69,275**	
PUBLIC BENEFIT FUND - 320						
Revenue						
Interest	$32,000	$10,681	$5,572	$8,000	$2,681	33.38%
	$32,000	$10,681	$5,572	$8,000	$2,681	33.38%
Expenditures						
Capital Projects	-	-	-	-	-	0.00%
	$0	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**$32,000**	**$10,681**	**$5,572**	**$8,000**	**$2,681**	
Ridgewood Oaks - 350						
Expenditures						
Municipal Services	(1,500)	-	-	-	-	0.00%
	($1,500)	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**($1,500)**	**$0**	**$0**	**$0**	**$0**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CBD PARKING FUND - 360						
Revenue						
Permits	$15,000	$2,080	$160	$3,750	($1,670)	13.87%
Interest	1,200	255	97	300	(45)	21.22%
	$16,200	$2,335	$257	$4,050	($1,715)	14.41%
Expenditures						
Municipal Services	(33,179)	-	-	-	-	0.00%
	($33,179)	$0	$0	$0	$0	100.00%
Surplus (Deficit)	**($16,979)**	**$2,335**	**$257**	**$4,050**	**($1,715)**	
REFERENDUM FUND - 365						
Revenues						
Interest	$270,000	$150,141	$50,656	$67,500	$82,641	100.00%
	$270,000	$150,141	$50,656	$67,500	$82,641	55.61%
Expenditures						
Capital Projects	(6,836,659)	(309,430)	(308,765)	(309,430)	-	4.53%
	($6,836,659)	($309,430)	($308,765)	($309,430)	$0	4.53%
Surplus (Deficit)	**($6,566,659)**	**($159,289)**	**($258,109)**	**($241,930)**	**$82,641**	
MOTOR FUEL TAX FUND - 370						
Revenues						
Motor Fuel Tax	$622,000	$204,382	$52,094	$155,500	$48,882	32.86%
Other Agencies	$82,500	$0	$0	$0	$0	0.00%
Interest	51,000	15,079	5,928	12,750	2,329	29.57%
	$755,500	$219,460	$58,022	$168,250	$51,210	29.05%
Expenditures						
R-O-W Maintenance	(848,655)	(50,000)	-	(50,000)	-	5.89%
	($848,655)	($50,000)	$0	($50,000)	$0	5.89%
Surplus (Deficit)	**($93,155)**	**$169,460**	**$58,022**	**$118,250**	**$51,210**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
ROADWAY CONSTRUCTION - 375						
Revenues						
Property Taxes -IMRF	$6,250	$2,372	$886	$625	$1,747	37.95%
Interest	11,000	997	501	2,750	(1,753)	9.07%
	$17,250	$3,369	$1,387	$3,375	($6)	19.53%
Expenditures						
Capital Projects	(190,792)	(26,386)	(7,539)	(26,386)	-	13.83%
	($190,792)	($26,386)	($7,539)	($26,386)	$0	13.83%
Surplus (Deficit)	**($173,542)**	**($23,017)**	**($6,152)**	**($23,011)**	**($6)**	
R-O-W /GRANT - 380						
Revenues						
Transfer From Special Purpose Fund	-	-	-	-	-	0.00%
	$0	$0	$0	$0	$0	0.00%
Expenditures						
Capital Projects	-	-	-	-	-	0.00%
	$0	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**$0**	**$0**	**$0**	**$0**	**$0**	
TIF DISTRICT SOUTH - 390						
Revenues						
Property Taxes	$700,000	$542,431	$164,357	$70,000	$472,431	77.49%
	$700,000	$542,431	$164,357	$70,000	$472,431	77.49%
Expenditures						
Capital Projects	(488,170)	(1,620)	-	(1,620)	-	0.33%
	($488,170)	($1,620)	$0	($1,620)	$0	0.33%
Surplus (Deficit)	**$211,830**	**$540,811**	**$164,357**	**$68,380**	**$472,431**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
TIF DISTRICT NORTH - 395						
Revenues						
Property Taxes	$245,000	$109,603	$15,172	$24,500	$85,103	44.74%
Interest	40	-	-	10	(10)	0.00%
	$245,000	$109,603	$15,172	$24,500	$85,103	44.74%
Expenditures						
Capital Projects	(404,620)	(1,620)	-	(1,620)	-	0.40%
	($404,620)	($1,620)	$0	($1,620)	$0	
Surplus (Deficit)	**($159,620)**	**$107,983**	**$15,172**	**$22,880**	**$85,103**	
DEBT SERVICE FUND - 410						
Revenues						
Property Taxes	$2,402,920	$706,355	$326,888	$240,292	$466,063	29.40%
Interest	36,000	4,174	2,169	9,000	(4,826)	11.59%
Interfund Transfer	402,070	100,518	33,506	100,518	0	25.00%
	$2,840,990	$811,046	$362,563	$349,810	$461,236	28.55%
Expenditures						
Principal and Interest Payments	(2,694,566)	-	-	-	-	0.00%
	($2,694,566)	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**$146,424**	**$811,046**	**$362,563**	**$349,810**	**$461,236**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
WATER/SEWER FUND - 510/515						
Revenues						
Charges for Services	$4,689,500	$1,000,529	$357,319	$1,172,375	($171,846)	21.34%
Property Taxes IMRF	114,250	44,152	16,576	11,425	32,727	38.65%
IEPA Loan Proceeds	-	403,393	-	403,393	-	0.00%
Capital Grant	530,000	-	-	-	-	0.00%
Interfund Transfer	2,200,000	-	-	-	-	0.00%
Interest	90,500	21,761	7,771	22,625	(864)	24.05%
	$7,624,250	$1,469,836	$381,667	$1,609,818	($139,982)	19.28%
Expenditures						
Bond & Interest	(911,441)	(32,078)	-	(32,078)	-	3.52%
Water Administration	(371,688)	(170,457)	(35,569)	(92,922)	(77,535)	45.86%
Water Production	(3,040,824)	(1,009,419)	(173,211)	(593,910)	(415,509)	33.20%
Water Distribution	(2,532,026)	(218,282)	(59,377)	(314,727)	96,445	8.62%
Water Meter Reading	(260,528)	(31,027)	(9,544)	(43,207)	12,180	11.91%
Sewer Bond and Interest	(26,475)	-	-	-	-	0.00%
Sewer Administration	(570,782)	(128,005)	(27,777)	(142,696)	14,691	22.43%
Sewer Maintenance/Rehab	(573,371)	(177,810)	(133,987)	(113,343)	(64,467)	31.01%
	($8,287,135)	($1,767,078)	($439,465)	($1,332,882)	($434,196)	21.32%
Suplus (Deficit)	**($662,885)**	**($297,242)**	**($57,798)**	**$276,936**	**($574,178)**	
CAPITAL MAINTENANCE FEE FUND - 520						
Revenues						
Fees	$270,000	$70,899	$25,897	$67,500	$3,399	26.26%
	270,000	70,899	25,897	67,500	3,399	
Expenditures						
Transfer to Other Funds	(1,000,000)	-	-	-	-	0.00%
	($1,000,000)	-	-	-	-	
Suplus (Deficit)	**(730,000)**	**70,899**	**25,897**	**67,500**	**3,399**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
STORMWATER UTILITY FEE FUND - 525						
Revenues						
Charges for Services	$1,130,000	$290,201	$98,975	$282,500	$7,701	25.68%
Interest	105,000	38,327	15,538	26,250	12,077	36.50%
Capital Grant	1,000,000	485,779	-	485,779	-	48.58%
Proceeds from Long Term Debt	2,700,000	-	-	-	-	0.00%
	4,935,000	814,307	114,513	794,529	19,778	
Expenditures						
Stormwater Maintenance	(4,918,939)	(7,161)	(7,161)	(7,161)	-	0.15%
	($4,918,939)	(7,161)	(7,161)	(7,161)	-	
Suplus (Deficit)	**16,061**	**807,146**	**107,352**	**787,368**	**19,778**	
BURLINGTON NORTHERN FUND - 590						
Revenues						
Property Taxes	$8,722	$3,193	$1,211	$872	$2,321	36.61%
Interest	-	-	-	-	-	0.00%
Charges for Services	154,000	21,963	5,326	38,500	(16,537)	14.26%
	$162,722	$25,156	$6,538	$39,372	($14,216)	15.46%
Expenditures						
Accounting and Collection	(29,985)	(8,222)	(1,428)	(7,496)	(726)	27.42%
B/N Municipal Services	(223,273)	(47,796)	(11,468)	(55,818)	8,022	21.41%
	($253,258)	($56,018)	($12,896)	($63,315)	$7,297	22.12%
Surplus (Deficit)	**($90,536)**	**($30,862)**	**($6,358)**	**($23,942)**	**($6,919)**	

Village of Western Springs
MONTHLY REPORT - Cash Basis
March 31, 2026

	FY 2026 Revised Budget	Y-T-D FY 2026 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
SPECIAL PURPOSE RESERVE FUND - 640						
Revenue						
Interest	$17,000	$6,807	$5,043	$4,250	$2,557	40.04%
	$17,000	$6,807	$5,043	$4,250	$2,557	40.04%
Expenditures						
Transfers to Other Funds	(1,200,000)	-	-	-	-	0.00%
	($1,200,000)	$0	$0	$0	$0	0.00%
Surplus (Deficit)	**($1,183,000)**	**$6,807**	**$5,043**	**$4,250**	**$2,557**	
POLICE PENSION FUND - 660						
Revenues						
Employer Contributions (P-Taxes)	$2,380,992	$1,392,330	365,980	$238,099	$1,154,230	58.48%
Replacement Tax	14,000	3,108	746	5,250	(2,142)	22.20%
Appreciation/Gains/Interest	1,198,120	168,296	(1,026,054)	299,530	(131,234)	14.05%
Employee Contributions	215,000	56,340	15,777	53,750	2,590	26.20%
Miscellaneous	-	-	-	-	-	0.00%
	$3,808,112	$1,620,074	($643,550)	$596,629	$1,023,445	42.54%
Expenditures						
Pension Benefits	(2,614,330)	(662,790)	(214,430)	(653,583)	(9,208)	25.35%
	($2,614,330)	($662,790)	($214,430)	($653,583)	($9,208)	25.35%
Surplus (Deficit)	**$1,193,782**	**$957,284**	**($857,980)**	**($56,953)**	**$1,014,237**	
FIRE PENSION FUND - 670						
Revenues						
Interest	$6,500	$629	$210	$1,625	($996)	9.68%
Employer Contributions (P-Taxes)	9,897	5,795	1,695	990	4,806	58.56%
	$16,397	$6,425	$1,906	$2,615	$3,810	39.18%
Expenditures						
Pension Benefits	(25,703)	(7,177)	(1,762)	(6,426)	(751)	27.92%
	($25,703)	($7,177)	($1,762)	($6,426)	($751)	27.92%
Surplus (Deficit)	**($9,306)**	**($752)**	**$144**	**($3,811)**	**$3,059**	
TOTAL FUNDS						
Revenues	$40,006,941	$11,408,814	$3,111,864	$7,539,419	$3,869,395	28.52%
Expenditures	($49,331,213)	($7,250,700)	($2,285,256)	($6,824,625)	($426,075)	14.70%
Excess (Deficit)	**($9,324,272)**	**$4,158,114**	**$826,608**	**$714,793**	**$3,443,321**	

Village of Western Springs - Cash and Investment Summary

Period Ended

March 31, 2026

Fund No.	Fund Name	Total Available	Cash: Illinois Funds/ Community Bank Republic Bank	Cash: Heartland/CBWS Bank	Investments: Police Pension	Investments: CD's	Investments: Fixed Income	Investments: IMET/Equity	Interest/Dividends/Gains: M-T-D	Interest/Dividends/Gains: Y-T-D
	General Fund									
100	General	$8,829,555	$4,571,226			$1,071,388		$3,186,942	$31,368	$72,054
	Special Revenue Funds									
210	Recreation	$1,621,515	$1,296,059					$325,456	$4,963	$12,613
370	Motor Fuel Tax	$1,697,418	$793,880			$903,538		$0	$5,928	$15,079
	Capital Project Funds									
375	Roadway Construction	$155,512	$155,512			$0		$0	$501	$997
310	Capital Improvement	$3,038,694	$1,497,121			$1,541,573			$14,316	$23,892
320	Public Benefit	$1,382,307	$784,619			$597,688		$0	$5,572	$10,681
360	CDB Parking	$32,183	$32,183						$97	$255
365	Referendum	$15,146,746	$15,146,746						$50,656	$150,141
380	ROW/Grant	$61,779	$61,779						$0	$0
390	TIF District - South	$850,798	$225,237	$625,561					$0	$0
395	TIF District - North	$775,411	($19,578)	$794,989					$0	$0
410	Debt Service Fund	$899,976	$899,976						$2,169	$4,174
	Enterprise Funds									
510/515/525	Water/Sewer/Storwater Operating	$6,710,008	$6,508,028					$201,980	$22,961	$59,106
520	Capital Maintenance	$1,244,149	$1,244,149							
535	American Rescue Plan	$0	$0							
590	Parking	$540,809	$540,812					($4)	$0	$0
	Total Operating	$42,986,860	$33,737,749	$1,420,550	$0	$4,114,188	$0	$3,714,374	$138,532	$348,992
	Trust & Agency Funds									
600	Drug Forfeiture	$68,186		$68,186					$0	$0
640	Special Purpose Reserve	$834,963	$344,676			$490,287			$5,043	$6,807
650	Impact Fees	$6,095	$6,095						$0	$0
660	Police Pension (Market Value)	$23,802,330	$180,365		$1,237,334		$0	$22,384,632	($1,026,054)	$168,296
670	Firefighters Pension	$193,969	$11,453	$62,070		$120,446			$210	$629
690	Payroll	$110,390	$110,390						$284	$800
	Total Trust & Agency	$25,015,933	$652,978	$130,256	$1,237,334	$610,733	$0	$22,384,632	($1,020,517)	$176,533
	Grand Total	**$68,002,794**	**$34,390,727**	**$1,550,806**	**$1,237,334**	**$4,724,921**	**$0**	**$26,099,006**	**($881,985)**	**$525,524**

Illinois Funds Average Daily Yield

Month	This Year	Last Year	Month	This Year	Last Year
Jan	3.827%	4.556%	July	4.443%	4.443%
Feb	3.796%	4.504%	Aug	4.436%	4.436%
Mar	3.782%	4.436%	Sept	4.369%	4.369%
Apr	4.434%	4.434%	Oct	4.246%	4.246%
May	4.415%	4.415%	Nov	4.098%	4.098%
June	4.428%	4.428%	Dec	3.945%	3.945%

3 Mo Treas Auction as of 3/31/26
3.700%

Village of Western Springs - Summary of Monthly Expenditure Activity
Period Ended
March 31, 2026

Fund No.	Fund	Disbursements	Payroll	Total Disbursements
	General Fund			
100	General	$576,339.89	$467,327.67	$1,043,667.56
	Special Revenue Funds			
210	Recreation	$28,064.29	$33,887.36	$61,951.65
370	Motor Fuel Tax	77,975.28	0.00	77,975.28
		$106,039.57	$33,887.36	139,926.93
	Capital Project Funds			
310	Capital Improvement	$31,746.21	$0.00	$31,746.21
320	Public Benefit	0.00	0.00	0.00
350	Ridgewood	0.00	0.00	$0.00
360	CDB Parking	0.00	0.00	0.00
365	REF Fund	178,169.41	0.00	178,169.41
375	Roadway Construction	0.00	5,172.34	5,172.34
380	ROW/Grant Fund	0.00	0.00	$0.00
390	TIF District - South	0.00	0.00	0.00
395	TIF District - North	0.00	0.00	0.00
		$209,915.62	$5,172.34	$215,087.96
	Debt Service Fund			
410	Bond & Interest	$0.00	$0.00	$0.00
	Enterprise Funds			
	Waterworks & Sewerage			
510	Water Operating	$115,700.67	$65,798.59	$181,499.26
515	Sewer Operating	13,238.72	30,628.58	43,867.30
525	Stormwater Operating	31,429.20	0.00	31,429.20
		$160,368.59	$96,427.17	$256,795.76
	Other Enterprise Funds			
590	Parking	$3,614.70	$6,821.08	$10,435.78
		$3,614.70	$6,821.08	$10,435.78
	Trust & Agency Funds			
640	Special Purpose	$0.00	$0.00	$0.00
650	Impact Fee	0.00	0.00	0.00
660	Police Pension	0.00	211,648.33	211,648.33
670	Firefighters Pension	0.00	1,762.32	1,762.32
690	Payroll	216,395.71	0.00	216,395.71
		$216,395.71	$213,410.65	$429,806.36
	Total Disbursements	$1,272,674.08	$823,046.27	$2,095,720.35

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
100			GENERAL FUND							
100 20200				ACCOUNTS PAYABLE						
013973	V3 COMPANIES LTD	10825202	0	2026 3	INV	P	1,280.00	032026V	168289	5600 WOLF OBSERVATI
013973	V3 COMPANIES LTD	11125754	0	2026 3	INV	P	4,695.00	032026V	168289	HILLGROVE STP APPLI
013973	V3 COMPANIES LTD	11125757	0	2026 3	INV	P	23,725.10	032026V	168289	NBIS BRIDGE INSPECT
013973	V3 COMPANIES LTD	11125758	0	2026 3	INV	P	6,750.00	032026V	168289	TTRLS ENG SVC 10/26
							36,450.10			
				ACCOUNT TOTAL			36,450.10			
100 20215				SITE MANAGEMENT BONDS						
002770	FIRE SAFETY CONSULTA	24-8108AB	0	2026 3	INV	P	140.00	032026V	168268	4339 GRAND WO#10135
002770	FIRE SAFETY CONSULTA	25-9822AB	0	2026 3	INV	P	120.00	032726V	168320	PLAN REVIEW WO#1009
002770	FIRE SAFETY CONSULTA	26-12147	0	2026 3	INV	P	80.00	032726V	168320	PLAN REVIEW-4840 CE
							340.00			
				ACCOUNT TOTAL			340.00			
100 20621				WASTE STICKERS						
007021	LAKESHORE RECYCLING	064830-2602	0	2026 3	INV	P	87.36	032026V	168276	21 WASTE STICKERS @
				ACCOUNT TOTAL			87.36			
100 34207				AMBULANCE FEES						
006296	IL DEPT HEALTHCARE/F	GEMTFY26Q2-290	0	2026 3	INV	P	4,879.58	030626V	168127	GEMT 2026 QUARTER 2
				ACCOUNT TOTAL			4,879.58			
				ORG 100 TOTAL			41,757.04			
1101100			BOARD OF TRUSTEES							
1101100 50199				OTHER PROF TECH SERVICES						
001773	WHITFORD, DANIEL A	2603	0	2026 3	INV	P	200.00	032726V	168346	BOT MTG TAPING 3/9/
				ACCOUNT TOTAL			200.00			
1101100 50700				EXP REIMBURSE/MTGS EXPENSE						
003848	DUPAGE MAYORS & MGRS	12711A	0	2026 3	INV	P	100.00	032026V	168265	2026 LEGISLATIVE RE
				ACCOUNT TOTAL			100.00			
1101100 55030				COMMUNITY EVENTS						
014400	WESTERN SPRINGS BUSI	2026-CONTRIBUTION	0	2026 3	INV	P	15,000.00	032026V	168291	2026 CONTRIBUTION
				ACCOUNT TOTAL			15,000.00			
1101100 55035				SPECIAL EVENTS						
004966	BELLIVEAU, STEVE	05-06-26DEP	0	2026 3	INV	P	50.00	032726V	168310	MAGIC SHOW DEPOSIT
				ACCOUNT TOTAL			50.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 1101100 TOTAL			15,350.00			
1201100			ADMINISTRATION-MANAGER'S OFC							
1201100	45500			EMPLOYEE RECOGNITION						
004867	BIERNACKI, CASEY	03-16-26	0	2026	3	INV	P	4.01	032026V	168254 RMB EXP-MUSTARD-ST.
				ACCOUNT TOTAL			4.01			
1201100	45510			EMPLOYEE ASSISTANCE						
014500	WEST CENTRAL MUNICIP	0011541-IN	0	2026	3	INV	P	3,122.55	032726V	168345 EAP FOR 2026/ADMIN
014500	WEST CENTRAL MUNICIP	0011541-INCM	0	2026	3	CRM	P	-3,122.55	032726V	168345 EAP FOR 2026/ADMIN
014500	WEST CENTRAL MUNICIP	0011558-IN	0	2026	3	INV	P	2,377.35	032726V	168345 EAP FOR 2026/ADMIN
								2,377.35		
				ACCOUNT TOTAL			2,377.35			
1201100	50100			PROFESSIONAL SERVICES						
008055	MGT IMPACT SOLUTIONS	MGT37858	0	2026	3	INV	P	440.32	031326V	168186 S PRZYBYLSKI W/E 02
				ACCOUNT TOTAL			440.32			
1201100	50199			OTHER PROF TECH SERVICES						
006266	ACCURATE BACKGROUND	AUR2403472	0	2026	3	INV	P	114.78	031326V	168159 EMPLOYMENT SCREENIN
				ACCOUNT TOTAL			114.78			
1201100	50400			TRAINING/CONFERENCES						
006036	PNC BANK	X0666-013026	0	2026	3	INV	P	300.00	031326V	168191 ILCMA CONF REG-E. B
006036	PNC BANK	X0666-021226	0	2026	3	INV	P	233.24	031326V	168191 ILCMA CONF LODGING-
								533.24		
				ACCOUNT TOTAL			533.24			
1201100	50700			EXP REIMBURSE/MTGS EXPENSE						
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR	P	56.26	033126W	484 STATEMENT CLOSING D
003848	DUPAGE MAYORS & MGRS	12711A	0	2026	3	INV	P	100.00	032026V	168265 2026 LEGISLATIVE RE
				ACCOUNT TOTAL			156.26			
1201100	51200			PRINTED MATERIALS						
000441	ALPHAGRAPHICS	126333	0	2026	3	INV	P	28.22	031326V	168163 VH DROP BOX DECAL
				ACCOUNT TOTAL			28.22			
1201100	51800			PHYSICAL EXAMS						
011132	PREMIER OCCU HLTH MW	177693	0	2026	3	INV	P	185.00	031326V	168192 PREEMPLOYMENT-J. CA
				ACCOUNT TOTAL			185.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 1201100 TOTAL			3,839.18			
1202100			LEGAL							
1202100	50220			VILLAGE PROSECUTOR						
001520	BRESCIA, THOMAS J	2026-03	260047	2026	3	INV P	1,500.00	031326V	168166	VILLAGE ADJUDICATOR
002143	CHOMIAK, MICHAEL P	2026-02	260048	2026	3	INV P	1,200.00	031326V	168170	VILLAGE PROSECUTOR
				ACCOUNT TOTAL			2,700.00			
1202100	50260			LABOR RELATIONS						
004498	CLARK BAIRD SMITH LL	3532	0	2026	3	INV P	2,887.50	031326V	168171	LABOR RELATIONS 02.
				ACCOUNT TOTAL			2,887.50			
				ORG 1202100 TOTAL			5,587.50			
1203100			MANAGEMENT SERVICES							
1203100	50339			MAPPING SERVICES						
002242	CLOUDPOINT GEOGRAPHI	INV-06749	260006	2026	3	INV P	1,400.00	032726V	168316	GIS SERVICES
				ACCOUNT TOTAL			1,400.00			
1203100	50400			TRAINING/CONFERENCES						
008463	TYLER TECH/MUNIS	CI100-00260984	0	2026	3	INV P	11,402.35	031326V	168196	PACE TRAINING DAYS-
				ACCOUNT TOTAL			11,402.35			
1203100	51900			EQUIP MNT AGREEMENTS						
013560	TOTAL TECHNOLOGY SOL	INV116498	0	2026	3	INV P	2,077.95	032726V	168341	MONTHLY CONTRACT
014385	WELLS FARGO VENDOR F	5037927650	260020	2026	3	INV P	3,001.36	032026V	168290	COPIERS AND PRINTER
				ACCOUNT TOTAL			5,079.31			
1203100	51921			TELEPHONE SERVICE						
000668	VERIZON WIRELESS	6138441237	0	2026	3	INV P	100.04	032726V	168344	WIRELESS
006322	INTERMEDIA.NET, INC	2603088035	0	2026	3	INV P	2,731.54	030626V	168128	PHONE SVC 02/02-03/
				ACCOUNT TOTAL			2,831.58			
1203100	52660			SOFTWARE SUPPORT						
013381	THIRD MILLENNIUM	33961	0	2026	3	INV P	514.49	030626V	168146	VEHICLE ONLINE PYMT
				ACCOUNT TOTAL			514.49			
1203100	55102			DATA PROCESSING SUPPLIES						
001942	CDW GOVERNMENT INC	AI17J7S	0	2026	3	INV P	134.55	032026V	168257	UPS BATTERY
004656	DELL MARKETING LP	10863773870	0	2026	3	INV P	6,425.80	030626V	168121	EXTEND MAINT-3 SERV

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
006036	PNC BANK	X9531-012826A	0	2026 3	INV	P	27.99	031326V	168191	LAPTOP BAG-AMAZON
006036	PNC BANK	X9531-020326	0	2026 3	INV	P	79.23	031326V	168191	PROXIMITY CARDS-AMA
006036	PNC BANK	X9531-020426A	0	2026 3	INV	P	59.99	031326V	168191	WALL MOUNT KIT-AMAZ
006036	PNC BANK	X9531-020426C	0	2026 3	INV	P	31.20	031326V	168191	GRID RAIL ADAPTERS-
006036	PNC BANK	X9531-021326	0	2026 3	INV	P	54.99	031326V	168191	WIRELESS HEADSET-AM
							253.40			
				ACCOUNT TOTAL			6,813.75			
1203100	55123			SOFTWARE						
001045	BDO USA LLP	500187656	0	2026 3	INV	P	6,596.22	032026V	168253	MICROSOFT M365 LICE
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	900.00	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			7,496.22			
				ORG 1203100 TOTAL			35,537.70			
1204100			COMMUNICATIONS							
1204100	51200			PRINTED MATERIALS						
013277	TRAVEL TAGS, INC	9671722	0	2026 3	INV	P	203.79	030626V	168149	BUSINESS CARDS-GLEI
				ACCOUNT TOTAL			203.79			
1204100	51230			TOWER TOPICS						
009274	ONE STEP, INC	N240329	0	2026 3	INV	P	3,840.35	032726V	168335	TOWER TOPICS MAR/AP
				ACCOUNT TOTAL			3,840.35			
1204100	51922			INTERNET SERVICES/HOSTING						
000152	COMCAST	0005794-2603	260001	2026 3	INV	P	15.96	032026V	168259	8771-20-187-0005794
000152	COMCAST	265430201	260001	2026 3	INV	P	1,298.92	032026V	168258	INTERNET SERVICES
							1,314.88			
007450	LYONS TOWNSHIP HIGH	2026-03	260015	2026 3	INV	P	2,000.00	032026V	168278	INTERNET SERVICES
				ACCOUNT TOTAL			3,314.88			
1204100	55101			OFFICE SUPPLIES						
005136	GARVEY'S OFFICE PROD	WO-868308-1	260013	2026 3	INV	P	163.45	031326V	168175	OFFICE SUPPLIES
005136	GARVEY'S OFFICE PROD	WO-895985-1	260013	2026 3	INV	P	51.59	032726V	168323	OFFICE SUPPLIES
							215.04			
				ACCOUNT TOTAL			215.04			
				ORG 1204100 TOTAL			7,574.06			

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YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
2101100			ADMINISTRATION-FINANCE							
2101100	50199			OTHER PROF TECH SERVICES						
002220	CLEARGOV INC	2025-17953	0	2026	3	INV	P	10,800.00	030626V	168118 2026 SUBSCRIPTION-D
006507	AMERIFLEX CLAIMS	INV960308	260038	2026	3	INV	P	364.80	031326V	168164 AMERIFLEX FEES
007112	LAUTERBACH & AMEN, L	115357	0	2026	3	INV	P	1,530.00	030626V	168132 GASB 74/75 LIMITED
007112	LAUTERBACH & AMEN, L	115535	260045	2026	3	INV	P	3,546.00	031326V	168181 MONTHLY FEE FOR PAY
								5,076.00		
013381	THIRD MILLENNIUM	33960	0	2026	3	INV	P	457.20	030626V	168146 IN SEASON SERVER 3/
				ACCOUNT TOTAL				16,698.00		
2101100	50700			EXP REIMBURSE/MTGS EXPENSE						
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR	P	19.26	033126W	484 STATEMENT CLOSING D
				ACCOUNT TOTAL				19.26		
2101100	51900			EQUIP MNT AGREEMENTS						
009680	PITNEY BOWES INC	1029102093	0	2026	3	INV	P	156.00	032026V	168286 POSTAGE METER RENTA
				ACCOUNT TOTAL				156.00		
2101100	52715			CREDIT CARD FEES						
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR	P	2.90	033126W	484 STATEMENT CLOSING D
				ACCOUNT TOTAL				2.90		
2101100	52750			RECORDS MANAGEMENT						
009665	IRON MOUNTAIN INCORP	LCLW191	0	2026	3	INV	P	239.99	031326V	168179 OFFSITE STORAGE 03.
				ACCOUNT TOTAL				239.99		
2101100	55100			SUPPLIES						
001427	ACCURATE DOCUMENT	16065077T095	0	2026	3	INV	P	95.14	031326V	168160 DOCUMENT PICKUP/DES
				ACCOUNT TOTAL				95.14		
				ORG 2101100 TOTAL				17,211.29		
3101100			ADMINISTRATION-LAW ENFORCEMENT							
3101100	45450			UNIFORM ALLOWANCE						
006036	PNC BANK	X9531-020426	0	2026	3	INV	P	90.49	031326V	168191 FLC ZIP-UPS-M. FREE
006036	PNC BANK	X9531-020626	0	2026	3	INV	P	18.20	031326V	168191 LONG SLEEVE TOPS-DA
								108.69		
009575	P F PETTIBONE & CO	188610	260064	2026	3	INV	P	42.00	030626V	168137 COMMISSION CARDS.GA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
016118	GILHOOLEY, SEAN	2055	0	2026 3	INV	P	49.00	030626V	168124	RMB EXP-PATCHES SEW
				ACCOUNT TOTAL			199.69			
3101100 50100				PROFESSIONAL SERVICES						
009405	PAVLU, DANA	1069	0	2026 3	INV	P	975.00	030626V	168139	2/5 & 2/19 OUTREACH
009405	PAVLU, DANA	1070	0	2026 3	INV	P	750.00	032026V	168285	2/26 & 3/5/26 OUTRE
							1,725.00			
				ACCOUNT TOTAL			1,725.00			
3101100 50199				OTHER PROF TECH SERVICES						
008441	MUNICIPAL SYSTEMS LL	2026-01-112	260081	2026 3	INV	P	1,500.00	032026V	168284	MOS MOVE JAN
008441	MUNICIPAL SYSTEMS LL	2026-02-117	260081	2026 3	INV	P	1,500.00	032026V	168284	MOS MOVE FEB
							3,000.00			
				ACCOUNT TOTAL			3,000.00			
3101100 50400				TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	600.00	033126W	484	STATEMENT CLOSING D
009405	PAVLU, DANA	1069	0	2026 3	INV	P	150.00	030626V	168139	2/5 & 2/19 OUTREACH
011021	POLICE LAW INSTITUTE	26026	260065	2026 3	INV	P	345.00	030626V	168140	DEPARTMENT OSHA TRA
				ACCOUNT TOTAL			1,095.00			
3101100 50700				EXP REIMBURSE/MTGS EXPENSE						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	88.41	033126W	484	STATEMENT CLOSING D
004548	GREAT AMERICAN BAGEL	02-18-26	0	2026 3	INV	P	146.44	032026V	168269	FOOD-TRAINING/MTGS
				ACCOUNT TOTAL			234.85			
3101100 52750				RECORDS MANAGEMENT						
009665	IRON MOUNTAIN INCORP	LCLW191	0	2026 3	INV	P	71.68	031326V	168179	OFFSITE STORAGE 03.
				ACCOUNT TOTAL			71.68			
3101100 55100				SUPPLIES						
001427	ACCURATE DOCUMENT	16065077T095	0	2026 3	INV	P	95.14	031326V	168160	DOCUMENT PICKUP/DES
006036	PNC BANK	X9531-020826	0	2026 3	INV	P	65.95	031326V	168191	SQUAD TICKET PAPER-
				ACCOUNT TOTAL			161.09			
3101100 55150				NON-CAPITAL EQUIPMENT						
003434	ABC AUTOMOTIVE ELECT	C 252722	260055	2026 3	INV	P	370.00	030626V	168110	DETECTIVE CAR WINDO
				ACCOUNT TOTAL			370.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
3101100	59910						PRISONER MEALS/OTHER EXP			
004548	GREAT AMERICAN BAGEL	02-18-26	0	2026	3	INV	P 39.23	032026V	168269	FOOD-TRAINING/MTGS
							ACCOUNT TOTAL 39.23			
3101100	59912						PROTECTIVE EQUIPMENT			
009250	O'HERRON, RAY CO INC	2460167	260061	2026	3	INV	P 796.42	030626V	168136	ANDERSEN BODY ARMOR
							ACCOUNT TOTAL 796.42			
							ORG 3101100 TOTAL 7,692.96			
3103100			CRIMINAL INVESTIGATION							
3103100	51500						MUTUAL AID EXPENSES			
002772	SOUTH SUBURBAN	2026	260052	2026	3	INV	P 2,000.00	030626V	168143	2026 SSMCTF ASSESSM
							ACCOUNT TOTAL 2,000.00			
3103100	59911						MAJOR CASE EXPENSE			
017834	TRANSUNION RISK &	5891731-202601-1	260072	2026	3	INV	P 130.00	030626V	168148	TRANSUNION JANUARY
							ACCOUNT TOTAL 130.00			
							ORG 3103100 TOTAL 2,130.00			
3104100			CRIME PREVENTION/YOUTH							
3104100	55122						GRADE SCHOOL PROGRAMS			
005375	HULL, ARTHUR J	03/09-03/19/26	0	2026	3	INV	P 116.35	032726V	168327	RMB EXP-PIPPEN EVEN
							ACCOUNT TOTAL 116.35			
							ORG 3104100 TOTAL 116.35			
3105100			COMMUNICATION/INFO MGMT							
3105100	51900						EQUIP MNT AGREEMENTS			
000668	VERIZON WIRELESS	6138441237	0	2026	3	INV	P 208.70	032726V	168344	WIRELESS
							ACCOUNT TOTAL 208.70			
							ORG 3105100 TOTAL 208.70			
4101100			MUNICIPAL SERVICES ADMIN							
4101100	50100						PROFESSIONAL SERVICES			
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR	P 340.00	033126W	484	STATEMENT CLOSING D
							ACCOUNT TOTAL 340.00			
4101100	50400						TRAINING/CONFERENCES			
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR	P 333.76	033126W	484	STATEMENT CLOSING D
							ACCOUNT TOTAL 333.76			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4101100 50700							EXP REIMBURSE/MTGS EXPENSE			
013555	TONY'S BREAKFAST CAF	42367-031626	0	2026 3	INV	P	275.85	032726V	168340	SNOW REMOVAL MEALS
							ACCOUNT TOTAL 275.85			
4101100 51200							PRINTED MATERIALS			
000441	ALPHAGRAPHICS	126328	0	2026 3	INV	P	197.25	032726V	168305	PARKWAY TREE DOOR H
002096	CHICAGO TRIBUNE - CL	133908674000	0	2026 3	INV	P	73.17	032726V	168315	LEGAL NTC-WATER MET
							ACCOUNT TOTAL 270.42			
4101100 55010							BOOKS/SUBSCRIP/PUBLICATIONS			
001427	ACCURATE DOCUMENT	16065077T095	0	2026 3	INV	P	95.15	031326V	168160	DOCUMENT PICKUP/DES
							ACCOUNT TOTAL 95.15			
							ORG 4101100 TOTAL 1,315.18			
4102100			R-O-W MAINTENANCE							
4102100 53070							TRAFFIC SIGNAL MAINTENANCE			
009670	PINNER ELECTRIC INC	20301	0	2026 3	INV	P	225.00	031326V	168190	47TH & CENTRAL MAIN
							ACCOUNT TOTAL 225.00			
4102100 53210							ELECTRICITY			
000273	AEP ENERGY INC	3009956807-2602	0	2026 3	INV	P	92.39	032726V	168304	COMED#6616668311 1/
002371	COMMONWEALTH EDISON	0033061222-2602	0	2026 3	INV	P	102.03	030626V	168119	0033061222 1/21-2/1
002371	COMMONWEALTH EDISON	3027473111-2602	0	2026 3	INV	P	107.45	032026V	168260	COMED#3027473111 01
002371	COMMONWEALTH EDISON	3940462222-2602	0	2026 3	INV	P	38.70	030626V	168119	3940462222 1/20-2/1
002371	COMMONWEALTH EDISON	4402932000-2602	0	2026 3	INV	P	3,650.70	030626V	168119	4402932000 1/16-2/1
002371	COMMONWEALTH EDISON	5415391222-2602	0	2026 3	INV	P	43.11	030626V	168119	5415391222 1/21-2/1
002371	COMMONWEALTH EDISON	6108147000-2602	0	2026 3	INV	P	44.16	030626V	168119	6108147000 1/21-2/1
002371	COMMONWEALTH EDISON	6958527000-2602	0	2026 3	INV	P	40.33	030626V	168119	6958527000 1/21-2/1
002371	COMMONWEALTH EDISON	8142624000-2602	0	2026 3	INV	P	22.47	030626V	168119	8142624000 1/20-2/1
							4,048.95			
							ACCOUNT TOTAL 4,141.34			
4102100 55100							SUPPLIES			
006036	PNC BANK	X9531-013026C	0	2026 3	INV	P	126.58	031326V	168191	FLASHLIGHT BATTERIE
007945	MENARDS	78180	0	2026 3	INV	P	18.96	031326V	168184	GALLON TOTES FOR ST
007945	MENARDS	78230	0	2026 3	INV	P	34.95	031326V	168184	GALLON TOTES FOR ST
							53.91			
026011	KARA CO.INC	396729	0	2026 3	INV	P	112.80	030626V	168129	MAINT LOG & FIELD B

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YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			293.29			
4102100 55151				TOOLS						
007945	MENARDS	78373	0	2026 3	INV	P	-17.06	032026V	168281	CLOCK/FLAG/TOOLS/RE
026011	KARA CO.INC	397011	0	2026 3	INV	P	108.72	031326V	168180	ROLATAPE MEAS. WHEE
				ACCOUNT TOTAL			91.66			
4102100 55153				SAFETY EQUIPMENT						
006036	PNC BANK	X9531-020126	0	2026 3	INV	P	149.99	031326V	168191	SAFETY JACKET-E. LA
				ACCOUNT TOTAL			149.99			
4102100 55154				STREETSCAPE SUPPLIES						
013566	TRAFFIC CONTROL & PR	18989	0	2026 3	INV	P	173.40	030626V	168147	SIGN-AUTHRZD PERSON
				ACCOUNT TOTAL			173.40			
4102100 55155				LIGHT BULBS/PARTS						
005196	HOME DEPOT	8078003	0	2026 3	INV	P	189.96	032026V	168271	BULBS
				ACCOUNT TOTAL			189.96			
				ORG 4102100 TOTAL			5,264.64			
4103100				VEHICLE/EQUIPMENT MAINTENANCE						
4103100 51940				RADIO SERVICES						
000668	VERIZON WIRELESS	6138441237	0	2026 3	INV	P	143.96	032726V	168344	WIRELESS
				ACCOUNT TOTAL			143.96			
4103100 51960				OTHER EQUIPMENT						
006036	PNC BANK	X9531-013026B	0	2026 3	INV	P	222.55	031326V	168191	TWO-WAY RADIO BATTE
				ACCOUNT TOTAL			222.55			
4103100 53410				GASOLINE						
008190	MOHR OIL COMPANY	459050	0	2026 3	INV	P	2,760.39	031326V	168187	ETHANOL
008190	MOHR OIL COMPANY	459051	0	2026 3	INV	P	1,324.77	031326V	168187	DIESEL FUEL
008190	MOHR OIL COMPANY	460998	0	2026 3	INV	P	1,500.28	032726V	168333	DIESEL FUEL
008190	MOHR OIL COMPANY	462359	0	2026 3	INV	P	2,703.50	032726V	168333	ETHANOL
							8,288.94			
				ACCOUNT TOTAL			8,288.94			
4103100 55202				LAW ENFORCEMENT						
004100	FULLER'S CAR WASH	11189	0	2026 3	INV	P	147.00	031326V	168174	02/26 CAR WASHES
005393	O'REILLY AUTO PARTS	4342-286078	0	2026 3	INV	P	26.74	031326V	168188	REVERSE LIGHTS #332
005393	O'REILLY AUTO PARTS	4342-286557	0	2026 3	INV	P	42.99	031326V	168188	SMART SENSOR #332

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YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
005393	O'REILLY AUTO PARTS	4342-286563	0	2026 3	INV	P	144.99	031326V	168188	REAR ROTORS/PADS #
005393	O'REILLY AUTO PARTS	4342-287022	0	2026 3	INV	P	380.54	031326V	168188	CALIPER PAD #332
							595.26			
014794	WILLOWBROOK FORD INC	5177439	0	2026 3	INV	P	270.14	032026V	168293	CALIPER MOTORS #332
014794	WILLOWBROOK FORD INC	5177445	0	2026 3	INV	P	6.12	032026V	168293	CALIPER WASHER #332
014794	WILLOWBROOK FORD INC	5177469	0	2026 3	INV	P	212.19	032026V	168293	MOULDING WIND ADD #
014794	WILLOWBROOK FORD INC	5177472	0	2026 3	CRM	P	-212.19	032026V	168293	RETURN-MOULDING WIN
014794	WILLOWBROOK FORD INC	5177478	0	2026 3	INV	P	138.92	032026V	168293	TRIM PIECE #332
							415.18			
				ACCOUNT TOTAL			1,157.44			
4103100	55203			FIRE/EMGY MEDICAL SERVICES						
005393	O'REILLY AUTO PARTS	4342-288251	0	2026 3	INV	P	18.05	032726V	168334	ADAPTER/AIR BRK FTG
007555	MACQUEEN EQUIPMENT,	P37382	0	2026 3	INV	P	958.75	032026V	168279	TRANSDUCER
007555	MACQUEEN EQUIPMENT,	P37614	0	2026 3	INV	P	230.43	032026V	168279	GAUGE
							1,189.18			
014794	WILLOWBROOK FORD INC	5177571	0	2026 3	INV	P	291.41	032026V	168293	INTERCOOLER PIPE #1
				ACCOUNT TOTAL			1,498.64			
4103100	55204			PUBLIC WORKS						
000450	ALTA ENTERPRISES, LL	SP4/121539	0	2026 3	INV	P	274.29	032026V	168249	SKID STEER ROCKER S
001974	CENTRAL PARTS WAREHO	791357	260042	2026 3	INV	P	27.81	031326V	168168	SNOWPLOW ATTACHMENT
005393	O'REILLY AUTO PARTS	4342-286618	0	2026 3	INV	P	365.54	031326V	168188	BRAKE CALIPERS
005393	O'REILLY AUTO PARTS	4342-286922	0	2026 3	CRM	P	-365.54	031326V	168188	BRAKE CALIPERS RETU
							.00			
006036	PNC BANK	X9531-020426B	0	2026 3	INV	P	46.99	031326V	168191	ENGINE KIT #33-AMAZ
006324	INTERSTATE POWER SYS	R042054671:01	0	2026 3	INV	P	2,972.52	031326V	168178	REPAIR #22
011882	RUSSO POWER EQUIPMEN	SPI21436137	0	2026 3	INV	P	146.99	031326V	168194	CARBURETOR
011882	RUSSO POWER EQUIPMEN	SPI21443683	0	2026 3	INV	P	7.99	032026V	168287	CLUTCH BELT-WATER T
011882	RUSSO POWER EQUIPMEN	SPI21454843	0	2026 3	INV	P	15.98	032026V	168287	BELT-WATER TRUCK
							170.96			
				ACCOUNT TOTAL			3,492.57			
4103100	55205			GENERAL						
005393	O'REILLY AUTO PARTS	4342-286923	0	2026 3	INV	P	25.98	031326V	168188	BRAKE FLUID SHOP
005393	O'REILLY AUTO PARTS	4342-288338	0	2026 3	INV	P	57.58	032726V	168334	OIL FITERS/SPLS

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							83.56			
011230	AIRGAS	5522813272	0	2026 3	INV	P	70.49	032026V	168247	CYLINDERS RENTAL LA
012565	SNAP-ON INDUSTRIAL	ARV67237634	0	2026 3	INV	P	789.26	030626V	168142	SOLUS EDGE
013248	SYN-TECH SYSTEMS INC	330394	0	2026 3	INV	P	600.00	030626V	168145	FUELMASTER MGT SYST
				ACCOUNT TOTAL			1,543.31			
				ORG 4103100 TOTAL			16,347.41			
4104100			PROPERTIES							
4104100	51900			EQUIP MNT AGREEMENTS						
014979	YMI GROUP, INC	SP1486-04	260083	2026 3	INV	P	3,200.00	032026V	168296	HVAC SERVICE AGREEM
				ACCOUNT TOTAL			3,200.00			
4104100	52010			INTERIOR MAINTENANCE						
001909	CASE LOTS INC	7097	0	2026 3	INV	P	928.10	032726V	168313	BULDING SPLS
				ACCOUNT TOTAL			928.10			
4104100	52230			FIRE HOUSE ARCH MTN						
002221	CHICAGO BACKFLOW INC	426083	0	2026 3	INV	P	920.00	032726V	168314	ALLINC BACKFLOW SVC
				ACCOUNT TOTAL			920.00			
4104100	55121			FLAGS						
007945	MENARDS	78373	0	2026 3	INV	P	104.97	032026V	168281	CLOCK/FLAG/TOOLS/RE
				ACCOUNT TOTAL			104.97			
4104100	55301			VILLAGE HALL						
000475	ANDERSON PEST SOLUTI	92937657	0	2026 3	INV	P	121.86	030626V	168113	COMMERCIAL PEST MGM
002221	CHICAGO BACKFLOW INC	426080	0	2026 3	INV	P	690.00	032726V	168314	ALLINC BACKFLOW SVC
007945	MENARDS	78373	0	2026 3	INV	P	14.99	032026V	168281	CLOCK/FLAG/TOOLS/RE
				ACCOUNT TOTAL			826.85			
4104100	55302			FIRE BUILDING						
002221	CHICAGO BACKFLOW INC	426087	0	2026 3	INV	P	460.00	032726V	168314	ALLINC BACKFLOW SVC
				ACCOUNT TOTAL			460.00			
4104100	55303			PUBLIC WORKS						
000475	ANDERSON PEST SOLUTI	92937659	0	2026 3	INV	P	85.21	032026V	168251	COMMERCIAL PEST MGM
002221	CHICAGO BACKFLOW INC	426086	0	2026 3	INV	P	1,150.00	032726V	168314	ALLINC BACKFLOW SVC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		1,235.21			
4104100 55304				VILLAGE TOWER					
002221 CHICAGO BACKFLOW INC	426082	0	2026 3	INV	P	460.00	032726V	168314	ALLINC BACKFLOW SVC
				ACCOUNT TOTAL		460.00			
				ORG 4104100 TOTAL		8,135.13			
4105100		FORESTRY							
4105100 53520				TREE TRIMMING					
014805 WINKLER TREE & LAWN	77797	260071	2026 3	INV	P	13,829.00	030626V	168152	TREE TRIMMING
014805 WINKLER TREE & LAWN	78009	260071	2026 3	INV	P	15,551.00	030626V	168152	TREE TRIMMING
014805 WINKLER TREE & LAWN	78090	260071	2026 3	INV	P	20,980.00	032026V	168294	TREE TRIMMING
014805 WINKLER TREE & LAWN	78649	260071	2026 3	INV	P	18,823.00	032726V	168347	TREE TRIMMING
						69,183.00			
				ACCOUNT TOTAL		69,183.00			
4105100 53530				TREE REMOVAL					
002882 DESIDERIO LANDSCAPIN	11532	260053	2026 3	INV	P	2,198.00	030626V	168122	TREE REMOVALS
				ACCOUNT TOTAL		2,198.00			
4105100 55151				TOOLS					
001716 BUTTREY RENTAL SERVI	355042	0	2026 3	INV	P	85.99	032726V	168312	RENTAL STIHL BAR OI
				ACCOUNT TOTAL		85.99			
4105100 55401				BLACK DIRT/SEED					
000023 WRIGHT MATERIALS LLC	13097	0	2026 3	INV	P	560.00	032026V	168295	BLACK SEMI DIRT LOA
				ACCOUNT TOTAL		560.00			
4105100 55402				MULCH					
005761 KRAMER TREE SPECIALI	36920	0	2026 3	INV	P	2,000.00	032026V	168275	GRINDING MULCH
				ACCOUNT TOTAL		2,000.00			
				ORG 4105100 TOTAL		74,026.99			
4801100		ENGINEERING							
4801100 50100				PROFESSIONAL SERVICES					
003509 EPSTEIN, A & SONS IN	11-50089	0	2026 3	INV	P	1,436.03	032026V	168266	SAFE ROUTE TO SCHOO
				ACCOUNT TOTAL		1,436.03			
4801100 50400				TRAINING/CONFERENCES					
003730 FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	225.00	033126W	484	STATEMENT CLOSING D

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		225.00			
4801100	55150				NON-CAPITAL EQUIPMENT					
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR P	65.78	033126W	484	STATEMENT CLOSING D
					ACCOUNT TOTAL		65.78			
				ORG 4801100	TOTAL		1,726.81			
5101100			AMIN-FIRE & EMERGENCY MEDICAL							
5101100	50100				PROFESSIONAL SERVICES					
005767	ILLINOIS MUTUAL	1623045-2604	0	2026	3	INV P	1,043.65	032726V	168329	DISABILITY INS-B SC
013272	TARGET SOLUTIONS LEA	INV137893	260068	2026	3	INV P	9,427.72	032726V	168339	TRAINING/EQUIPMENT
					ACCOUNT TOTAL		10,471.37			
5101100	50500				MEMBERSHIPS/ASSOCIATIONS					
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR P	.00	033126W	484	STATEMENT CLOSING D
					ACCOUNT TOTAL		.00			
5101100	51921				TELEPHONE SERVICE					
000668	VERIZON WIRELESS	6138441237	0	2026	3	INV P	243.59	032726V	168344	WIRELESS
					ACCOUNT TOTAL		243.59			
				ORG 5101100	TOTAL		10,714.96			
5103100			EMERGENCY MEDICAL SERVICES							
5103100	50400				TRAINING/CONFERENCES					
003730	FIFTH THIRD BANK	4136-022726	0	2026	3	DIR P	30.00	033126W	484	STATEMENT CLOSING D
					ACCOUNT TOTAL		30.00			
5103100	51650				PARAMEDIC COVERAGE					
009395	PARAMEDIC SERVICES O	9556	0	2026	3	INV P	68,334.00	030626V	168138	PARAMEDIC CONTRACT
					ACCOUNT TOTAL		68,334.00			
5103100	51960				OTHER EQUIPMENT					
003017	US GAS	474712	0	2026	3	INV P	213.09	032726V	168342	OXYGEN DELIVERY
					ACCOUNT TOTAL		213.09			
5103100	52820				RECHARGING 02					
003017	US GAS	497784	0	2026	3	INV P	98.25	030626V	168150	CYLINDER RENTAL 02.
					ACCOUNT TOTAL		98.25			
				ORG 5103100	TOTAL		68,675.34			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
5104100				TRAINING & PUBLIC EDUCATION						
5104100	50400			TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	60.00	033126W	484	STATEMENT CLOSING D
015010	ZIEMER, ANDREW F	03-07-26	0	2026 3	INV	P	550.00	032026V	168298	FIRE ACADEMY INSTRU
				ACCOUNT TOTAL			610.00			
5104100	55020			TRAINING MATERIAL						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	66.62	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			66.62			
				ORG 5104100 TOTAL			676.62			
5201100				COMMUNITY DEVELOPMENT						
5201100	50100			PROFESSIONAL SERVICES						
003053	MORRIS,DONALD E ARCH	2026-02INS	0	2026 3	INV	P	7,300.00	032026V	168282	INSPECTIONS 02.26
				ACCOUNT TOTAL			7,300.00			
5201100	50105			PLAN REVIEW FEES						
002770	FIRE SAFETY CONSULTA	25-1054613	0	2026 3	INV	P	185.00	032026V	168268	PLAN REVIEW-6107 BU
002770	FIRE SAFETY CONSULTA	25-1056413	0	2026 3	INV	P	195.00	032026V	168268	PLAN REVIEW-1111 HA
002770	FIRE SAFETY CONSULTA	25-9202AB	0	2026 3	INV	P	140.00	032026V	168268	PLAN REVIEW-1113 SP
002770	FIRE SAFETY CONSULTA	26-12147	0	2026 3	INV	P	550.00	032726V	168320	PLAN REVIEW-4840 CE
002770	FIRE SAFETY CONSULTA	26-12342	0	2026 3	INV	P	675.00	032026V	168268	PLAN REVIEW-4841 CE
002770	FIRE SAFETY CONSULTA	26-12343	0	2026 3	INV	P	630.00	032026V	168268	PLAN REVIEW-1115 HA
							2,375.00			
003053	MORRIS,DONALD E ARCH	2026-02PR	0	2026 3	INV	P	2,235.00	032026V	168282	PLAN REVIEW 02.26
				ACCOUNT TOTAL			4,610.00			
5201100	50400			TRAINING/CONFERENCES						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	600.00	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			600.00			
5201100	50500			MEMBERSHIPS/ASSOCIATIONS						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	170.00	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			170.00			
5201100	50700			EXP REIMBURSE/MTGS EXPENSE						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	71.69	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			71.69			
5201100	51921			TELEPHONE SERVICE						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
000668 VERIZON WIRELESS	6138441237	0	2026 3	INV	P	76.67	032726V	168344	WIRELESS
			ACCOUNT TOTAL			76.67			
			ORG 5201100 TOTAL			12,828.36			
FUND 100 GENERAL FUND					TOTAL:	336,716.22			

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YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
6601210			ADMINISTRATION-RECREATION							
6601210 50100				PROFESSIONAL SERVICES						
008055	MGT IMPACT SOLUTIONS	MGT37882	0	2026 3	INV	P	11,330.68	031326V	168186	N FLORES W/E 02/28/
				ACCOUNT TOTAL			11,330.68			
6601210 50199				OTHER PROF TECH SERVICES						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	165.00	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			165.00			
6601210 50400				TRAINING/CONFERENCES						
001036	LIGEIKIS, RITA	IPRA-2026	0	2026 3	INV	P	75.10	032026V	168277	RMB EXP-IPRA CONF-M
016102	FLORES, NANCY	IPRA-2026	0	2026 3	INV	P	73.70	030626V	168123	RMB EXP-IPRA CONF-M
016139	HARRISON, RYAN	IPRA-2026	0	2026 3	INV	P	115.32	030626V	168126	RMB EXP-IPRA CONF-M
016210	KENNY, MICHAEL	IPRA-2026	0	2026 3	INV	P	77.60	030626V	168130	RMB EXP-IPRA CONF-M
				ACCOUNT TOTAL			341.72			
6601210 50500				MEMBERSHIPS/ASSOCIATIONS						
004357	ASCAP	500696693-2026	0	2026 3	INV	P	460.71	030626V	168114	2026 ASCAP LICENSE
				ACCOUNT TOTAL			460.71			
6601210 50700				EXP REIMBURSE/MTGS EXPENSE						
016005	ALBORES, ARIOSTO	2026-02	0	2026 3	INV	P	59.88	031326V	168162	RMB MILEAGE 02.26
				ACCOUNT TOTAL			59.88			
6601210 51200				PRINTED MATERIALS						
007923	MEDEMA, JENNIFER L	00010	0	2026 3	INV	P	390.00	031326V	168183	SPONSORSHIP MKTNG C
				ACCOUNT TOTAL			390.00			
6601210 51920				TELEPHONE EQUIP MAINTENANCE						
000668	VERIZON WIRELESS	6138441237	0	2026 3	INV	P	87.90	032726V	168344	WIRELESS
				ACCOUNT TOTAL			87.90			
6601210 55100				SUPPLIES						
006036	PNC BANK	X9531-012626	0	2026 3	INV	P	51.99	031326V	168191	NOTEBOOKS-AMAZON
				ACCOUNT TOTAL			51.99			
				ORG 6601210 TOTAL			12,887.88			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
6602210				RECREATION SERVICES						
6602210	53620			RECREATION GYM RENTAL						
006036	PNC BANK	X9531-020326A	0	2026 3	INV	P	576.00	031326V	168191	VOLLEYBALL NET-AMAZ
				ACCOUNT TOTAL			576.00			
6602210	53732			CO-OP PROGRAMS						
003459	LYONS TOWNSHIP SOCCE	11/1-12/13/25	0	2026 3	INV	P	420.00	032726V	168331	SOCCER CLASSES CO-O
				ACCOUNT TOTAL			420.00			
6602210	53736			CAMPS						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	657.00	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			657.00			
6602210	53737			SPARTZ BASKETBALL						
005991	BARRITT ANGELA/RICHA	3BLZ 01/02-2/18/26	0	2026 3	INV	P	506.04	032726V	168308	RMB EXP-3BLZ APP/GL
012757	SPARTZ, CHRISTOPHER	20423	0	2026 3	INV	P	4,914.00	032726V	168337	LIL HOOPERS/BALLERZ
014448	WEST SUB ATHLETIC	26821	0	2026 3	INV	P	270.00	030626V	168151	BLZ/WLDCT FACILITY
015668	KNUCKEY, JASON	03-03-26	0	2026 3	INV	P	715.99	032726V	168330	RMB EXP-5BLZ-BASKET
				ACCOUNT TOTAL			6,406.03			
6602210	53740			CONTRACTED PROGRAMS						
001573	AMERICAN RED CROSS	23132823	0	2026 3	INV	P	1,515.00	032726V	168306	BABYSITTERS TRAININ
004132	ROSS, MARY KAY	2026-02	0	2026 3	INV	P	387.20	031326V	168193	BODYWORKS PLUS 02.2
006703	DURKEE SCOTT LLC	37260491	0	2026 3	INV	P	273.00	031326V	168172	CANDYOLOGY 2/21/26
014982	YOUNG REMBRANDT'S	2447	0	2026 3	INV	P	375.00	030626V	168153	DRAWING CLASS 2/7-2
014982	YOUNG REMBRANDT'S	2451	0	2026 3	INV	P	125.00	031326V	168197	DRAWING CLASS 1/10-
014982	YOUNG REMBRANDT'S	2457	0	2026 3	INV	P	225.00	032726V	168348	DRAWING CLASS 03/07
							725.00			
				ACCOUNT TOTAL			2,900.20			
6602210	55503			EARLY CHILDHOOD						
016250	McENTEE, MEGHANN	2026-02	0	2026 3	INV	P	236.49	031326V	168182	RMB EXP-EC CLASS SP
				ACCOUNT TOTAL			236.49			
6602210	55504			YOUTH SPORTS						
002714	CROWN TROPHY	55742	0	2026 3	INV	P	1,165.66	032726V	168317	REC BBALL LEAQUE ME
				ACCOUNT TOTAL			1,165.66			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
6602210	55507				SPECIAL EVENTS SUPPLIES					
003511	ESYNDEO TECH INC	464039	0	2026 3	INV	P	10.00	032726V	168319	BREAKFEST W/EASTER
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	401.55	033126W	484	STATEMENT CLOSING D
005157	FUN EXPRESS	74139288201	0	2026 3	INV	P	74.98	032726V	168321	TEEN FLASHLIGHT EAS
006036	PNC BANK	X9531-012826	0	2026 3	INV	P	116.23	031326V	168191	LITTLE SWTHEART DAN
006036	PNC BANK	X9531-012826C	0	2026 3	INV	P	34.22	031326V	168191	LITTLE SWTHEART DAN
006036	PNC BANK	X9531-013026	0	2026 3	INV	P	64.87	031326V	168191	LITTLE SWTHEART DAN
006036	PNC BANK	X9531-013026A	0	2026 3	INV	P	167.07	031326V	168191	LITTLE SWTHEART DAN
006036	PNC BANK	X9531-020226	0	2026 3	INV	P	19.99	031326V	168191	LITTLE SWTHEART DAN
006036	PNC BANK	X9531-020426D	0	2026 3	INV	P	37.58	031326V	168191	LITTLE SWTHEART DAN
006036	PNC BANK	X9531-021226	0	2026 3	INV	P	182.00	031326V	168191	EASTER EGGS-CANDY F
006036	PNC BANK	X9531-021526	0	2026 3	INV	P	13.80	031326V	168191	CRAYONS-BREAKFAST W
006036	PNC BANK	X9531-021526A	0	2026 3	INV	P	27.60	031326V	168191	CRAYONS-BREAKFAST W
							663.36			
					ACCOUNT TOTAL		1,149.89			
					ORG 6602210 TOTAL		13,511.27			
6603210				BUILDING SERVICES						
6603210	52010				INTERIOR MAINTENANCE					
000475	ANDERSON PEST SOLUTI	91678620	0	2026 3	INV	P	74.94	031326V	168165	PEST CONTROL-REC
000475	ANDERSON PEST SOLUTI	92937661	0	2026 3	INV	P	78.14	032726V	168307	PEST CONTROL-REC
							153.08			
002221	CHICAGO BACKFLOW INC	426084	0	2026 3	INV	P	690.00	032726V	168314	ALLINC BACKFLOW SVC
					ACCOUNT TOTAL		843.08			
6603210	53200				UTILITIES					
000273	AEP ENERGY INC	3009956795-2602	0	2026 3	INV	P	53.92	032026V	168245	COMED#5402666840 01
					ACCOUNT TOTAL		53.92			
					ORG 6603210 TOTAL		897.00			
6605210				GRAND AVE COMMUNITY CENTER						
6605210	52010				INTERIOR MAINTENANCE					
000475	ANDERSON PEST SOLUTI	91678618	0	2026 3	INV	P	78.14	031326V	168165	PEST CONTROL-GA
002221	CHICAGO BACKFLOW INC	426085	0	2026 3	INV	P	690.00	032726V	168314	ALLINC BACKFLOW SVC
					ACCOUNT TOTAL		768.14			
					ORG 6605210 TOTAL		768.14			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 210 RECREATION FUND					TOTAL:	28,064.29		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
1203310			MANAGEMENT SERVICES							
1203310	60035			OFC FURNITURE & EQUIPMENT						
004656	DELL MARKETING LP	10865175819	0	2026 3	INV	P	1,298.44	032026V	168262	CAMERA COMPUTER-REC
006036	PNC BANK	X9531-012826B	0	2026 3	INV	P	893.82	031326V	168191	SURFACE DOCKING STA
006036	PNC BANK	X9531-020526	0	2026 3	INV	P	411.18	031326V	168191	NETWORK SWITCHES-AM
							1,305.00			
009475	PC TECH 2 U INC	23101	260082	2026 3	INV	P	4,600.00	031326V	168189	W/P DOOR ACCESS SYS
012667	SOUTHRN COMPUTER WRH	INV00862478	0	2026 3	INV	P	2,080.15	030626V	168144	SURFACE LAPTOP
				ACCOUNT TOTAL			9,283.59			
				ORG 1203310 TOTAL			9,283.59			
310			CAPITAL IMPROVEMENT							
310	20200			ACCOUNTS PAYABLE						
013973	V3 COMPANIES LTD	10525663	0	2026 3	INV	P	1,725.00	032026V	168289	FH SIDEWALK PRGM P2
013973	V3 COMPANIES LTD	10825203	0	2026 3	INV	P	1,640.41	032026V	168289	FH SIDEWALK PRGM CO
							3,365.41			
				ACCOUNT TOTAL			3,365.41			
				ORG 310 TOTAL			3,365.41			
3101310			ADMINISTRATION-LAW ENFORCEMENT							
3101310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5589751-331	260026	2026 3	INV	P	556.41	031326V	168173	POLICE DETECTIVE UN
				ACCOUNT TOTAL			556.41			
				ORG 3101310 TOTAL			556.41			
3102310			PATROL SERVICES							
3102310	60020			MACHINERY & EQUIPMENT						
000668	VERIZON WIRELESS	6138441237	0	2026 3	INV	P	208.70	032726V	168344	WIRELESS
000702	MC CLAIN RADAR SERVI	5294	260073	2026 3	INV	P	775.00	032026V	168280	SQUAD AND LIDAR RAD
				ACCOUNT TOTAL			983.70			
3102310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5589751-332	260029	2026 3	INV	P	929.31	031326V	168173	POLICE #332 PATROL
003475	ENTERPRISE FM TRUST	FBN5589751-336	260028	2026 3	INV	P	864.98	031326V	168173	POLICE UNIT 336 PAT
003475	ENTERPRISE FM TRUST	FBN5589751-338	260027	2026 3	INV	P	958.84	031326V	168173	PD UNIT #338 PATROL
003475	ENTERPRISE FM TRUST	FBN5589751-339	0	2026 3	INV	P	25.01	031326V	168173	MANAGEMENT FEE-PD U
							2,778.14			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			2,778.14			
				ORG 3102310 TOTAL			3,761.84			
3103310			CRIMINAL INVESTIGATION							
3103310	60020			MACHINERY & EQUIPMENT						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	72.15	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			72.15			
				ORG 3103310 TOTAL			72.15			
4103310			VEHICLE/EQUIPMENT MAINTENANCE							
4103310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5589751-001	260032	2026 3	INV	P	266.61	031326V	168173	PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5589751-004	260031	2026 3	INV	P	177.97	031326V	168173	PW UNIT 4 F-150
003475	ENTERPRISE FM TRUST	FBN5589751-009	260034	2026 3	INV	P	245.35	031326V	168173	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5589751-013	260030	2026 3	INV	P	1,516.43	031326V	168173	PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5589751-016	260033	2026 3	INV	P	267.27	031326V	168173	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5589751-030	260035	2026 3	INV	P	179.40	031326V	168173	ENTERPRISE LEASE PW
							2,653.03			
003949	CONTRACTORS EQUIPMEN	149228	0	2026 3	INV	P	12.99	032026V	168261	PUMP QUICK DISCONNE
				ACCOUNT TOTAL			2,666.02			
				ORG 4103310 TOTAL			2,666.02			
4105310			FORESTRY							
4105310	60020			MACHINERY & EQUIPMENT						
000133	ATLAS BOBCAT LLC	Q39472	260021	2026 3	INV	P	6,189.20	030626V	168115	PW SWEEPER BUCKET
				ACCOUNT TOTAL			6,189.20			
				ORG 4105310 TOTAL			6,189.20			
5102310			FIRE SUPPRESSION							
5102310	60020			MACHINERY & EQUIPMENT						
000291	AIR ONE EQUIPMENT IN	233344	260024	2026 3	INV	P	5,230.00	032026V	168246	STRUCTURAL FF BOOTS
				ACCOUNT TOTAL			5,230.00			
5102310	60030			VEHICLES						
003475	ENTERPRISE FM TRUST	FBN5589751-1702	260036	2026 3	INV	P	621.59	031326V	168173	FD UNIT #1702 ENTER
				ACCOUNT TOTAL			621.59			
				ORG 5102310 TOTAL			5,851.59			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 310 CAPITAL IMPROVEMENT					TOTAL:	31,746.21		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
365			REFERENDUM FUND							
365	20200			ACCOUNTS PAYABLE						
001652	BURKE, CHRISTOPHER B	207252	0	2026 3	INV	P	10,107.50	032026V	168255	SCOPING ENGINEERING
				ACCOUNT TOTAL			10,107.50			
				ORG 365 TOTAL			10,107.50			
4801365			ENGINEERING							
4801365	50331			DESIGN ENGINEERING						
001030	BAXTER & WOODMAN INC	0282748	260074	2026 3	INV	P	2,298.75	032026V	168252	SPRING ROCK PRK SS
001030	BAXTER & WOODMAN INC	0283452	260074	2026 3	INV	P	2,880.00	032726V	168309	SPRING ROCK PRK SS
							5,178.75			
013973	V3 COMPANIES LTD	10126651	260084	2026 3	INV	P	1,102.58	032726V	168343	WS 2026 ROAD PROGRA
				ACCOUNT TOTAL			6,281.33			
4801365	60011			CONSTRUCTION						
000227	G & M CEMENT CONSTR	02-05-26	0	2026 3	INV	P	161,586.79	032726V	168322	WOODLAND RECONSTRUC
000441	ALPHAGRAPHICS	126343	0	2026 3	INV	P	193.79	031326V	168163	CONSTRUCTION YARD S
				ACCOUNT TOTAL			161,780.58			
				ORG 4801365 TOTAL			168,061.91			
	FUND 365 REFERENDUM FUND				TOTAL:		178,169.41			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
370			MOTOR FUEL TAX FUND							
370	20200			ACCOUNTS PAYABLE						
001030	BAXTER & WOODMAN INC	0281010	0	2026 3	INV	P	1,187.25	032026V	168252	GILBERT AVE STP RES
001652	BURKE, CHRISTOPHER B	207254	0	2026 3	INV	P	1,112.50	032026V	168255	2025 ROADWAY PRGM 1
013973	V3 COMPANIES LTD	07-10725539	0	2026 3	INV	P	18,580.13	032026V	168289	HAMPTON AVE PH III
013973	V3 COMPANIES LTD	08-10825108	0	2026 3	INV	P	37,329.61	032026V	168289	HAMPTON AVE PH III
013973	V3 COMPANIES LTD	10-10126051	0	2026 3	INV	P	7,180.74	032026V	168289	HAMPTON AVE PH III
							63,090.48			
				ACCOUNT TOTAL			65,390.23			
				ORG 370 TOTAL			65,390.23			
4102370			R-O-W MAINTENANCE							
4102370	55115			SALT						
008222	MORTON SALT INC	5404098559	260018	2026 3	INV	P	5,848.49	030626V	168134	ROADWAY SALT
008222	MORTON SALT INC	5404119567	260018	2026 3	INV	P	6,736.56	032026V	168283	ROADWAY SALT
							12,585.05			
				ACCOUNT TOTAL			12,585.05			
				ORG 4102370 TOTAL			12,585.05			
FUND 370 MOTOR FUEL TAX FUND					TOTAL:		77,975.28			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4301510			ADMINISTRATION-WATER							
4301510	45475			UNIFORM RENTAL						
004963	SHIRTPRINTING 4U	8362887	0	2026 3	INV	P	1,397.45	030626V	168141	W/P LONG/SHORT SLEE
				ACCOUNT TOTAL			1,397.45			
4301510	50310			GENERAL ENGINEERING						
001030	BAXTER & WOODMAN INC	0282735	0	2026 3	INV	P	4,377.50	030626V	168117	WATER RATE STUDY
001030	BAXTER & WOODMAN INC	0283449	0	2026 3	INV	P	5,878.75	032726V	168309	WATER RATE STUDY
							10,256.25			
				ACCOUNT TOTAL			10,256.25			
4301510	50339			MAPPING SERVICES						
002242	CLOUDPOINT GEOGRAPHI	INV-06749	260006	2026 3	INV	P	1,400.00	032726V	168316	GIS SERVICES
				ACCOUNT TOTAL			1,400.00			
4301510	50700			EXP REIMBURSE/MTGS EXPENSE						
003730	FIFTH THIRD BANK	4136-022726	0	2026 3	DIR	P	159.39	033126W	484	STATEMENT CLOSING D
				ACCOUNT TOTAL			159.39			
4301510	51200			PRINTED MATERIALS						
000441	ALPHAGRAPHICS	126010	0	2026 3	INV	P	989.76	030626V	168112	W/P REPORT LETTER M
000441	ALPHAGRAPHICS	126254	0	2026 3	INV	P	572.75	032026V	168248	HYDRANT FLUSHING CA
							1,562.51			
				ACCOUNT TOTAL			1,562.51			
4301510	51940			RADIO SERVICES						
000668	VERIZON WIRELESS	6138441237	0	2026 3	INV	P	182.26	032726V	168344	WIRELESS
				ACCOUNT TOTAL			182.26			
4301510	55123			SOFTWARE						
013051	SUBSURFACE SOLUTIONS	30073	0	2026 3	INV	P	360.00	032026V	168288	MAPS W/P RENEWAL
				ACCOUNT TOTAL			360.00			
4301510	55905			POSTAGE						
000441	ALPHAGRAPHICS	126010	0	2026 3	INV	P	439.22	030626V	168112	W/P REPORT LETTER M
				ACCOUNT TOTAL			439.22			
				ORG 4301510 TOTAL			15,757.08			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4302510			WATER PRODUCTION							
4302510 50700				EXP REIMBURSE/MTGS EXPENSE						
005135	MORENO, VICTOR	2026-02	0	2026 3	INV	P	66.34	030626V	168133	RMB MILEAGE 02.26
				ACCOUNT TOTAL			66.34			
4302510 52010				INTERIOR MAINTENANCE						
001909	CASE LOTS INC	6873	0	2026 3	INV	P	269.40	031326V	168167	TOWELS/GLOVES
002221	CHICAGO BACKFLOW INC	426088	0	2026 3	INV	P	920.00	032726V	168314	ALLINC BACKFLOW SVC
				ACCOUNT TOTAL			1,189.40			
4302510 52600				WATER QUALITY TESTING						
007994	METIRI ANALYTICAL GR	GA6000834	260067	2026 3	INV	P	1,530.00	032726V	168332	WATER QUALITY TESTI
007994	METIRI ANALYTICAL GR	GA6001114	260067	2026 3	INV	P	1,208.07	031326V	168185	WATER QUALITY TESTI
							2,738.07			
				ACCOUNT TOTAL			2,738.07			
4302510 53200				UTILITIES						
000273	AEP ENERGY INC	3009956672-2602	0	2026 3	INV	P	224.84	031326V	168161	COMED#1145063520 01
000273	AEP ENERGY INC	3009956739-2602	0	2026 3	INV	P	2,094.17	031326V	168161	COMED# 01/20-2/18/2
000273	AEP ENERGY INC	3009956818-2602	0	2026 3	INV	P	64.17	031326V	168161	COMED#0360887347 01
000273	AEP ENERGY INC	3009956829-2602	0	2026 3	INV	P	44.25	031326V	168161	COMED#2645412506 01
							2,427.43			
002371	COMMONWEALTH EDISON	0887271222-2602	0	2026 3	INV	P	5,217.46	032026V	168260	COMED#0887271222 01
002371	COMMONWEALTH EDISON	3950337000-2602	0	2026 3	INV	P	9,742.28	032026V	168260	COMED#3950337000 1/
002371	COMMONWEALTH EDISON	6698503000-2602	0	2026 3	INV	P	6,752.35	032026V	168260	COMED#6698503000 01
002371	COMMONWEALTH EDISON	8972047000-2602	0	2026 3	INV	P	61.74	030626V	168119	8972047000 1/20-2/1
							21,773.83			
009130	NICOR GAS	06409700009-2602	0	2026 3	INV	P	1,639.68	030626V	168135	06409700009 1/15-2/
				ACCOUNT TOTAL			25,840.94			
4302510 55250				WATER/SEWER REP PARTS/SUPPLIES						
003750	FILTRATION SERVICES,	1990	260077	2026 3	INV	P	6,500.00	032026V	168267	AMIAD REPAIRS AND P
004540	GRAINGER	9818179187	0	2026 3	INV	P	2,988.25	030626V	168125	AIR RELEASE VALVE
014979	YMI GROUP, INC	SP1486-04	260083	2026 3	INV	P	1,298.75	032026V	168296	HVAC SERVICE AGREEM
				ACCOUNT TOTAL			10,787.00			
4302510 55352				MEMBRANE CARTRIDGES						
002746	GLOWACKI, CHRISTOPHR	INV-03607	260051	2026 3	INV	P	9,487.92	031326V	168176	PRE-MEMBRANE CARTRI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			9,487.92			
4302510	55600			CHEMICALS						
004934	HAWKINS INC	7349578	260043	2026 3	INV	P	6,870.89	031326V	168177	CHEMICALS
004934	HAWKINS INC	7364614	260043	2026 3	INV	P	5,416.46	032726V	168324	CHEMICALS
							12,287.35			
				ACCOUNT TOTAL			12,287.35			
				ORG 4302510 TOTAL			62,397.02			
4303510			WATER DISTRIBUTION							
4303510	50331			DESIGN ENGINEERING						
005417	HR GREEN INC	198215	260080	2026 3	INV	P	5,362.25	032026V	168272	LEAD SERVICE LINE D
005417	HR GREEN INC	199307	260080	2026 3	INV	P	9,314.50	032026V	168272	LEAD SERVICE LINE D
							14,676.75			
				ACCOUNT TOTAL			14,676.75			
4303510	53040			PATCHING						
006480	K-FIVE CONSTRUCTION	74705	0	2026 3	INV	P	2,240.00	032026V	168273	COLD PATCH
				ACCOUNT TOTAL			2,240.00			
4303510	55150			NON-CAPITAL EQUIPMENT						
011882	RUSSO POWER EQUIPMEN	SPI21443713	0	2026 3	INV	P	568.00	031326V	168194	PUMP
				ACCOUNT TOTAL			568.00			
4303510	55151			TOOLS						
012915	STATE INDUSTRIAL PRO	904133888	0	2026 3	INV	P	406.93	032726V	168338	WHITE GREASE
				ACCOUNT TOTAL			406.93			
4303510	55250			WATER/SEWER REP PARTS/SUPPLIES						
009997	ZIEBELL WATER SERVIC	271879-000	0	2026 3	INV	P	1,206.00	031326V	168198	TIGER TOOTH BLADE
009997	ZIEBELL WATER SERVIC	271975-000	0	2026 3	CRM	P	-1,338.00	032026V	168297	RETURN HYDRANT EXT
009997	ZIEBELL WATER SERVIC	271983-000	0	2026 3	INV	P	3,327.35	032026V	168297	REPAIR SLEEVE/COUPL
009997	ZIEBELL WATER SERVIC	272009-000	0	2026 3	INV	P	1,708.54	032726V	168349	HYMAX COUPLING
009997	ZIEBELL WATER SERVIC	272067-000	0	2026 3	INV	P	156.35	032726V	168349	REPAIR SLEEVE
009997	ZIEBELL WATER SERVIC	272068-000	0	2026 3	INV	P	122.00	032726V	168349	ADJUSTABLE SPANNER
							5,182.24			
				ACCOUNT TOTAL			5,182.24			
4303510	62030			VEHICLES, EQUIP & FURNITURE						
003475	ENTERPRISE FM TRUST	FBN5589751-001	260032	2026 3	INV	P	266.61	031326V	168173	PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5589751-004	260031	2026 3	INV	P	177.97	031326V	168173	PW UNIT 4 F-150

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003475	ENTERPRISE FM TRUST	FBN5589751-009	260034	2026 3	INV	P	245.35	031326V	168173	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5589751-013	260030	2026 3	INV	P	1,516.43	031326V	168173	PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5589751-016	260033	2026 3	INV	P	267.28	031326V	168173	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5589751-030	260035	2026 3	INV	P	179.40	031326V	168173	ENTERPRISE LEASE PW
							2,653.04			
				ACCOUNT TOTAL			2,653.04			
				ORG 4303510 TOTAL			25,726.96			
4304510			WATER METER READING							
4304510	50100		PROFESSIONAL SERVICES							
013381	THIRD MILLENNIUM	33919	0	2026 3	INV	P	635.74	031326V	168195	GREENPAY FEES 01/26
013381	THIRD MILLENNIUM	34037	0	2026 3	INV	P	639.09	031326V	168195	GREENPAY FEES 02/26
013381	THIRD MILLENNIUM	34044	0	2026 3	INV	P	1,094.78	031326V	168195	UTILITY BILLING 02/
							2,369.61			
				ACCOUNT TOTAL			2,369.61			
				ORG 4304510 TOTAL			2,369.61			
510			WATER FUND							
510	20200		ACCOUNTS PAYABLE							
000473	ANCHOR HEAVY CIVIL	AHC.2025.INV.0152	0	2026 3	INV	P	9,450.00	032026V	168250	LAWN AVE IRRIGATION
				ACCOUNT TOTAL			9,450.00			
				ORG 510 TOTAL			9,450.00			
		FUND 510 WATER FUND				TOTAL:	115,700.67			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4401515			ADMINISTRATION-SEWER							
4401515	45475			UNIFORM RENTAL						
026011	KARA CO.INC	397143	0	2026	3	INV	P	25.62	032026V	168274 ZIP VESTS CLASS 3-V
				ACCOUNT TOTAL				25.62		
4401515	50700			EXP REIMBURSE/MTGS EXPENSE						
001921	CASCIANI PIZZERIA	03-09-26	0	2026	3	INV	P	66.15	032026V	168256 MAIN BREAK MEALS
009312	CHICKIES, THE ORIGNL	884274-022726	0	2026	3	INV	P	48.49	031326V	168169 HYDRANT REPAIR MEAL
				ACCOUNT TOTAL				114.64		
4401515	51940			RADIO SERVICES						
000668	VERIZON WIRELESS	6138441237	0	2026	3	INV	P	143.96	032726V	168344 WIRELESS
				ACCOUNT TOTAL				143.96		
4401515	62030			VEHICLES, EQUIP & FURNITURE						
003475	ENTERPRISE FM TRUST	FBN5589751-001	260032	2026	3	INV	P	266.61	031326V	168173 PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5589751-004	260031	2026	3	INV	P	177.97	031326V	168173 PW UNIT 4 F-150
003475	ENTERPRISE FM TRUST	FBN5589751-009	260034	2026	3	INV	P	245.35	031326V	168173 ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5589751-013	260030	2026	3	INV	P	1,516.43	031326V	168173 PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5589751-016	260033	2026	3	INV	P	267.27	031326V	168173 ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5589751-030	260035	2026	3	INV	P	179.42	031326V	168173 ENTERPRISE LEASE PW
								2,653.05		
				ACCOUNT TOTAL				2,653.05		
				ORG 4401515 TOTAL				2,937.27		
4402515			SEWER MAINTENANCE/REHAB							
4402515	50331			DESIGN ENGINEERING						
003413	ROBINSON ENGINEERING	26020147	0	2026	3	INV	P	1,591.00	032726V	168336 CURED IN PLACE PIPE
				ACCOUNT TOTAL				1,591.00		
4402515	50336			ENGINEERING STUDIES						
001030	BAXTER & WOODMAN INC	0282737	260076	2026	3	INV	P	1,044.00	032026V	168252 MS4 SERVICE AGREEME
001030	BAXTER & WOODMAN INC	0283451	260076	2026	3	INV	P	1,300.00	032726V	168309 MS4 SERVICE AGREEME
								2,344.00		
				ACCOUNT TOTAL				2,344.00		
4402515	51900			EQUIP MNT AGREEMENTS						
001011	BADGER METER INC	1783445	260012	2026	3	INV	P	1,318.00	030626V	168116 SMART COVER RENEWAL
				ACCOUNT TOTAL				1,318.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4402515	53210				ELECTRICITY					
000273	AEP ENERGY INC	3009956728-2602	0	2026 3	INV	P	638.37	032026V	168245	COMED#4200258110 1/
				ACCOUNT TOTAL			638.37			
4402515	55100				SUPPLIES					
006960	LAGRANGE MATERIALS	109658	0	2026 3	INV	P	250.00	030626V	168131	WATERSTOPPER HYDRAU
				ACCOUNT TOTAL			250.00			
4402515	55151				TOOLS					
005196	HOME DEPOT	7373310	0	2026 3	INV	P	484.20	032726V	168326	RAKES/TRUFUEL/MARKE
				ACCOUNT TOTAL			484.20			
4402515	55354				SAND AND GRAVEL					
006219	HEIDELBERG MATERIALS	44637414	0	2026 3	INV	P	2,089.31	032026V	168270	BACKFILL
006219	HEIDELBERG MATERIALS	44652609	0	2026 3	INV	P	1,586.57	032726V	168325	BACKFILL
							3,675.88			
				ACCOUNT TOTAL			3,675.88			
				ORG 4402515 TOTAL			10,301.45			
FUND 515 SEWER FUND					TOTAL:		13,238.72			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4402525		SEWER MAINTENANCE/REHAB							
4402525 62025			SEWER SYSTEM						
014420 WESTERN SPRINGS PARK 24-2842		0	2026 3	INV	P	7,161.50	032026V	168292	RMB-LEGAL/ENG-SPRNG
			ACCOUNT TOTAL			7,161.50			
			ORG 4402525 TOTAL			7,161.50			
525		STORMWATER FUND							
525 20200			ACCOUNTS PAYABLE						
001652 BURKE, CHRISTOPHER B 207253		0	2026 3	INV	P	24,267.70	032026V	168255	SPDL DRNG IMPROVEME
			ACCOUNT TOTAL			24,267.70			
			ORG 525 TOTAL			24,267.70			
FUND 525 STORMWATER FUND			TOTAL:			31,429.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4202590				B/N MUNICIPAL SERVICES						
4202590	52000			HOUSEKEEPING MAINTENANCE						
002221	CHICAGO BACKFLOW INC	426081	0	2026 3	INV	P	460.00	032726V	168314	ALLINC BACKFLOW SVC
				ACCOUNT TOTAL			460.00			
4202590	53200			UTILITIES						
000273	AEP ENERGY INC	3009956706-2602	0	2026 3	INV	P	2,576.07	032726V	168304	COMED#1406750846 1/
000273	AEP ENERGY INC	3010814284-2602	0	2026 3	INV	P	101.23	032726V	168304	COMED#8222640939 1/
000273	AEP ENERGY INC	3010814295-2602	0	2026 3	INV	P	95.92	032026V	168245	COMED#5315494308 01
							2,773.22			
002371	COMMONWEALTH EDISON	1522841222-2602	0	2026 3	INV	P	161.63	030626V	168119	PROSPECT PEDX 01/20
				ACCOUNT TOTAL			2,934.85			
4202590	62015			BLDG & BLDG IMPROVEMENTS						
005747	ILLCO INC	2664156	0	2026 3	INV	P	219.85	032726V	168328	BLOWER MOTOR/CAP
				ACCOUNT TOTAL			219.85			
				ORG 4202590 TOTAL			3,614.70			
FUND 590	BURLINGTON NORTHERN			TOTAL:			3,614.70			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
690				PAYROLL						
690	20611			DENTAL INSURANCE						
002864	DELTA DENTAL PLAN OF	2020080	0	2026	3	INV	P	5,308.80	032026V	168264 DENTAL INS 04/26
002866	DELTA DENTAL INS CO	BE006967598	0	2026	3	INV	P	38.28	032026V	168263 DENTAL INS 3/26
				ACCOUNT TOTAL				5,347.08		
690	20612			LIFE INSURANCE						
002852	DEARBORN LIFE INS CO	VF029673-1-2603	0	2026	3	INV	P	967.96	030626V	168120 LIFE/AD&D & VISION
002852	DEARBORN LIFE INS CO	VF029673-1-2604	0	2026	3	INV	P	979.46	032726V	168318 LIFE/AD&D & VISION
								1,947.42		
				ACCOUNT TOTAL				1,947.42		
690	20613			HEALTH INS - HMO COVERAGE						
001300	BLUE CROSS-BLUE SHIE	271883-2604	0	2026	3	INV	P	197,269.51	032726V	168311 HEALTH INS 04.26
				ACCOUNT TOTAL				197,269.51		
690	20616			CAFETERIA PLAN-MEDICAL						
006507	AMERIFLEX CLAIMS	March 2026	0	2026	3	INV	P	4,704.52	032726PR	168299 March 2026
				ACCOUNT TOTAL				4,704.52		
690	20618			UNION DUES - POLICE DEPT						
000715	METROPOLITAN ALLIANC	MARCH 2026	0	2026	3	INV	P	564.00	032726PR	168300 March 2026
000715	METROPOLITAN ALLIANC	March2026	0	2026	3	INV	P	235.00	032726PR	168301 Mar 2026
								799.00		
				ACCOUNT TOTAL				799.00		
690	20620			UNION DUES - LOCAL700 TEAMSTER						
013290	TEAMSTERS LOCAL 700	March 2026	0	2026	3	INV	P	610.00	032726PR	168303 March 2026
				ACCOUNT TOTAL				610.00		
690	20622			ADDITIONAL LIFE INSURANCE						
001719	NCPERS GROUP LIFE IN	March 2026	0	2026	3	INV	P	64.00	032726PR	168302 March 2026
002852	DEARBORN LIFE INS CO	VF029673-1-2603	0	2026	3	INV	P	1,327.42	030626V	168120 LIFE/AD&D & VISION
002852	DEARBORN LIFE INS CO	VF029673-1-2604	0	2026	3	INV	P	1,345.42	032726V	168318 LIFE/AD&D & VISION
								2,672.84		
				ACCOUNT TOTAL				2,736.84		
690	20626			CAF PLAN-DEPENDENT CARE						
006507	AMERIFLEX CLAIMS	March 2026	0	2026	3	INV	P	1,111.12	032726PR	168299 March 2026

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/3 TO 2026/3

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			1,111.12			
690	20627			AFLAC SUPPLEMENTAL INS						
000275	AFLAC	128436	0	2026	3	INV	P 177.94	030626V	168111	Y0623 SUPPLEMENTAL
				ACCOUNT TOTAL			177.94			
690	20631			VISION INSURANCE						
002852	DEARBORN LIFE INS CO	VF029673-1-2603	0	2026	3	INV	P 887.94	030626V	168120	LIFE/AD&D & VISION
002852	DEARBORN LIFE INS CO	VF029673-1-2604	0	2026	3	INV	P 804.34	032726V	168318	LIFE/AD&D & VISION
							1,692.28			
				ACCOUNT TOTAL			1,692.28			
				ORG 690 TOTAL			216,395.71			
		FUND 690 PAYROLL		TOTAL:			216,395.71			

** END OF REPORT - Generated by Denise Bruton **

Village of Western Springs - Summary of Monthly Expenditure Activity

13th Period

Fund No.	Fund	Disbursements	Total Disbursements
	General Fund		
100	General	$21,177.28	$21,177.28
	Special Revenue Funds		
210	Recreation	$0.00	$0.00
370	Motor Fuel Tax	11,662.09	11,662.09
		$11,662.09	$11,662.09
	Capital Project Funds		
310	Capital Improvement	$113,210.66	$113,210.66
320	Public Benefit	0.00	0.00
350	Ridgewood	0.00	0.00
360	CDB Parking	0.00	0.00
365	Referendum Fund	0.00	0.00
375	Roadway Construction	14,870.31	14,870.31
380	ROW/Grant Fund	0.00	0.00
390	TIF District - South	146,777.06	146,777.06
395	TIF District - North	0.00	0.00
		$274,858.03	$274,858.03
	Debt Service Fund		
410	Bond & Interest	$0.00	$0.00
	Enterprise Funds		
	Waterworks & Sewerage		
510	Water Operating	$8,613.30	$8,613.30
515	Sewer Operating	0.00	0.00
525	Stormwater Operating	-	-
		$8,613.30	$8,613.30
	Other Enterprise Funds		
590	Parking	$3,150.00	$3,150.00
		$3,150.00	$3,150.00
	Trust & Agency Funds		
640	Special Purpose	$0.00	$0.00
650	Impact Fee	0.00	0.00
660	Police Pension	0.00	0.00
670	Firefighters Pension	0.00	0.00
690	Payroll	0.00	0.00
		$0.00	$0.00
	Total Disbursements	$319,460.70	$319,460.70

13TH Period

Bill Run

03/06/2026

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4302510			WATER PRODUCTION							
4302510	50331		DESIGN ENGINEERING							
001851	CAROLLO ENGINEERS	FB74927	250055	2025 12	INV	P	2,722.50	030626YE	168109	W/P CONDITION ASSES
				ACCOUNT TOTAL			2,722.50			
				ORG 4302510 TOTAL			2,722.50			
FUND 510 WATER FUND				TOTAL:			2,722.50			

** END OF REPORT - Generated by Denise Bruton **

13TH Period

Bill Run

03/13/2026

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4102100			R-O-W MAINTENANCE							
4102100	53070		TRAFFIC SIGNAL MAINTENANCE							
013618	STATE TREASURER	68049	0	2025 12	INV	P	455.85	031326YE	168157	TRAFFIC SGNL MAINT
				ACCOUNT TOTAL			455.85			
				ORG 4102100 TOTAL			455.85			
4103100			VEHICLE/EQUIPMENT MAINTENANCE							
4103100	55202		LAW ENFORCEMENT							
005393	O'REILLY AUTO PARTS	4342-255142	0	2025 12	INV	P	79.05	031326YE	168156	OIL FILTER
005393	O'REILLY AUTO PARTS	4342-255195	0	2025 12	CRM	P	-31.62	031326YE	168156	OIL FILTER RETURNED
							47.43			
				ACCOUNT TOTAL			47.43			
4103100	55204		PUBLIC WORKS							
005393	O'REILLY AUTO PARTS	4342-236207	0	2025 12	CRM	P	-165.63	031326YE	168156	PW BATTERY RETURN
005393	O'REILLY AUTO PARTS	4342-236209	0	2025 12	INV	P	165.63	031326YE	168156	PW BATTERY
005393	O'REILLY AUTO PARTS	4342-264033	0	2025 12	INV	P	5.24	031326YE	168156	WHEEL SEAL-NOT VOWS
005393	O'REILLY AUTO PARTS	4342-264535	0	2025 12	CRM	P	-5.24	031326YE	168156	WHEEL SEAL RETURN-N
005393	O'REILLY AUTO PARTS	4342-269812	0	2025 12	INV	P	212.98	031326YE	168156	BATTERY-NOT VOWS
005393	O'REILLY AUTO PARTS	4342-277120	0	2025 12	CRM	P	-212.98	031326YE	168156	BATTERY-NOT VOWS
005393	O'REILLY AUTO PARTS	4357-105819	0	2025 12	INV	P	225.06	031326YE	168156	BATTERY-NOT VOWS
005393	O'REILLY AUTO PARTS	4357-105821	0	2025 12	CRM	P	-225.06	031326YE	168156	BATTERY-NOT VOWS
							.00			
				ACCOUNT TOTAL			.00			
				ORG 4103100 TOTAL			47.43			
FUND 100 GENERAL FUND					TOTAL:		503.28			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4102310		R-O-W MAINTENANCE							
4102310 53010			SIDEWALK REPLACEMENT						
008448 MURPHY CONST SVC LLC	25-13280	0	2025 12	INV	P	7,791.60	031326YE	168155	SIDEWALK REPLACEMEN
			ACCOUNT TOTAL			7,791.60			
			ORG 4102310 TOTAL			7,791.60			
4104310		PROPERTIES							
4104310 60015			BLDG & BLDG IMPROVEMENTS						
005013 TWIN SUPPLIES LTD	15574R	250255	2025 12	INV	P	1,850.00	031326YE	168158	FD SOUTH STATION UP
			ACCOUNT TOTAL			1,850.00			
			ORG 4104310 TOTAL			1,850.00			
FUND 310 CAPITAL IMPROVEMENT			TOTAL:			9,641.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4102370			R-O-W MAINTENANCE						
4102370 53010			SIDEWALK REPLACEMENT						
008448 MURPHY CONST SVC LLC	25-13280	0	2025 12	INV	P	11,662.09	031326YE	168155	SIDEWALK REPLACEMEN
			ACCOUNT TOTAL			11,662.09			
			ORG 4102370 TOTAL			11,662.09			
FUND 370 MOTOR FUEL TAX FUND			TOTAL:			11,662.09			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4303510		WATER DISTRIBUTION							
4303510 53040			PATCHING						
008448 MURPHY CONST SVC LLC 25-13280		0	2025 12	INV	P	5,890.80	031326YE	168155	SIDEWALK REPLACEMEN
			ACCOUNT TOTAL			5,890.80			
			ORG 4303510 TOTAL			5,890.80			
FUND 510 WATER FUND				TOTAL:		5,890.80			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4202590				B/N MUNICIPAL SERVICES						
4202590	62015			BLDG & BLDG IMPROVEMENTS						
004114	FUTURITY19 INC	1770	0	2025 12	INV	P	3,150.00	031326YE	168154	HANDRAIL & CABLES D
				ACCOUNT TOTAL			3,150.00			
				ORG 4202590 TOTAL			3,150.00			
	FUND 590	BURLINGTON NORTHERN		TOTAL:			3,150.00			

** END OF REPORT - Generated by Denise Bruton **

13TH Period

Bill Run

03/16/2026

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4105100		FORESTRY							
4105100 53530			TREE REMOVAL						
002882 DESIDERIO LANDSCAPIN	11470	250045	2025 12	INV	P	4,736.00	031626YE	168242	TREE REMOVALS
002882 DESIDERIO LANDSCAPIN	11470A	0	2025 12	INV	P	124.00	031626YE	168242	TREE REMOVAL
002882 DESIDERIO LANDSCAPIN	11491	0	2025 12	INV	P	15,814.00	031626YE	168242	TREE REMOVAL
						20,674.00			
			ACCOUNT TOTAL			20,674.00			
			ORG 4105100 TOTAL			20,674.00			
FUND 100 GENERAL FUND					TOTAL:	20,674.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4104310			PROPERTIES							
4104310	62010			LAND IMPROVEMENTS						
007575	MARTAM CONSTRUCTION	15480	0	2025 12	INV	P	103,569.06	031626YE	168244	BRLNGTON PED CROSSI
				ACCOUNT TOTAL			103,569.06			
				ORG 4104310 TOTAL			103,569.06			
FUND 310 CAPITAL IMPROVEMENT				TOTAL:			103,569.06			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
4102375				ROADWAY CONSTRUCTION						
4102375	60011			CONSTRUCTION						
007575	MARTAM CONSTRUCTION	15480	0	2025 12	INV	P	14,870.31	031626YE	168244	BRLNGTON PED CROSSI
				ACCOUNT TOTAL			14,870.31			
				ORG 4102375 TOTAL			14,870.31			
FUND 375 ROADWAY CONSTRUCTION				TOTAL:			14,870.31			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/12 TO 2025/12

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
5201390			TIF DISTRICT						
5201390 59990			DEVELOPERS REIMBURSEMENT						
006248 HAWTHORNE 45, LLC	26-2986	0	2025 12	INV	P	146,777.06	031626YE	168243	TIF FUNDS-2024 TAX
			ACCOUNT TOTAL			146,777.06			
			ORG 5201390 TOTAL			146,777.06			
FUND 390 TIF DISTRICT - SOUTH			TOTAL:			146,777.06			

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