



## AGENDA

### BOARD OF TRUSTEES

Regular Meeting: May 18, 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 Fire Captain Clayton Whiteley - Training and Safety Officer**

**5. Public Comment**

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

A. [Previously discussed] Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 456 (Omnibus Item)

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

**8. Planning and Zoning Committee Report (Trustee Fink)**

A. [Previously discussed] Amanda Sutter – Request for a Temporary Use Permit for the 2026 Jolie Fashion Show Special Event (Omnibus Item)

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

A. [Previously discussed] Waiver of the Bidding Process and Purchase of a Falcon Asphalt Hot Box and Recycler Trailer from Midwest Paving Equipment, Inc. (Omnibus Item)

B. [Previously discussed] Contract with Wachs Water Services for Valve Exercising and Condition Assessment Project (Omnibus Item)

C. [Previously discussed] Professional Services Agreement with Robinson Engineering for the 2026 Sanitary Sewer Televising Review (Omnibus Item)

D. [Previously discussed] 2026 Street Resurfacing and Utility Program (2025 Infrastructure Referendum Project) (Omnibus Item)

E. [Previously discussed] 2026 Street Resurfacing and Utility Program Construction Engineering

Agreement with V3 Companies (2025 Infrastructure Referendum Project) (Omnibus Item)

- F. [Previously discussed] Gilbert Avenue Phase II Design Engineering Agreement Amendment #1 (Omnibus Item)
- G. [Previously discussed] Gilbert Avenue Phase II Design Engineering Agreement Amendment #1 - IDOT BLR 09110 Authorizing the use of MFT Funds (Omnibus Item)

**10. Properties & Recreation Committee Report (Trustee Nawrocki)**

- A. [Previously discussed] Surplus Declaration - Q2 2026 (Omnibus Item)

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

- A. [Previously discussed] Revised Agreement Brycer L.P./Brycer Advisory Group, L.P./Inspections Reports Online.net Inc. (Omnibus Item)
- B. 52nd Annual Emergency Medical Services Week Proclamation (Omnibus Item)

**12. Consideration of and Action on Agenda Items**

**13. Explanation of Omnibus Voting Procedure**

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

**14. Consideration of an Omnibus Vote**

- A. Resolution No. 26-3005  
A Resolution authorizing and approving a labor agreement between the Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 456 (Term April 1, 2025 to March 31, 2028).
- B. A motion to approve the Temporary Use Permit for applicant Amanda Sutter, owner of Jolie, A Dress Boutique for the 2026 Jolie Fashion Show special event.
- C. Resolution No. 26-3006  
A Resolution approving the waiver of the competitive bid process and authorizing the approval and execution of a contract with Midwest Paving Equipment, Inc., of Addison, Illinois for the purchase of one Falcon Asphalt Hot Box and Recycler and authorizing the expenditure of Village funds in the amount of \$50,883 to pay for the purchase of the equipment.
- D. Resolution No. 26-3007  
A Resolution accepting and authorizing the execution of an agreement to be entered into between the Village of Western Springs and Xylem Dewatering Solutions, Inc., doing business as Wachs Water Services of Mokena, Illinois for the valve exercising and condition assessment program and authorizing the expenditure of village funds to pay for the services in an amount not to exceed

\$30,000.

- E. Resolution No. 26-3008  
A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois for the 2026 sanitary sewer televising review in an amount not to exceed \$30,990.
- F. Resolution No. 26-3009  
A Resolution accepting the low bid and authorizing the approval and execution of a construction contract for the 2026 Streets Resurfacing and Utility Project to be entered into with the lowest cost, qualified and responsive bidder Schroeder Asphalt Services Inc., and authorizing the expenditure of referendum funds, the Village's General Fund, and/or monies from other lawful sources (contract price: \$1,689,835.62).
- G. Resolution No. 26-3010  
A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and V3 Companies for construction engineering services relating to the 2026 Street Resurfacing and Utility Project (Not-To-Exceed Engineer's Project Fee: \$125,179).
- H. Resolution No. 36-3011  
A Resolution approving and authorizing the execution of Amendment No. 1 to Professional Services Agreement with Baxter & Woodman for Phase II design engineering services for the Gilbert Avenue Resurfacing Project.
- I. Resolution No. 26-3012  
A Supplement Resolution for Improvement Under the Illinois Highway Code, IDOT BLR 09110 authorizing the use of \$7,000 of MFT funds to pay for the Gilbert Avenue Phase II Design Engineering Agreement Amendment #1.
- J. Ordinance No. 26-3322  
An Ordinance authorizing the disposal of surplus property owned by the Village of Western Springs (Village Hall Furniture).
- K. Resolution No. 26-3013  
A Resolution approving and authorizing the execution of a service agreement for third-party fire system reporting services with Brycer LP/ Brycer Advisory Group LP.
- L. A motion to proclaim May 17-23, 2026 as Emergency Medical Services Week honoring and celebrating those who dedicate their lives to protecting the health and safety of our community.

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

**16. New Business**

**17. Old Business**

**18. Reports**

- A. Monthly Financial Report (Trustee Martin)  
Motion to approve:  
I move to approve the April 2026 Financial Report as presented.  
Second to the motion.  
Roll call vote.
- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Skrodzki

**19. Closed Meeting (If needed)**

**20. Adjournment**

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



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

#### AGENDA ITEM 6.A.

**To:** Board of Trustees

**From:** Casey Biernacki, Deputy Village Manager

**CC:** Ellen Baer, Village Manager, Sean Gilhooley, Director of Law Enforcement Services

**RE:** [Previously discussed] Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 456 (Omnibus Item)

---

#### Recommendation

The General Government Committee reviewed this item at their meeting on May 4, 2026, but a final version of the agreement was not available at that time. It was reported at the May 11, 2026 Village Board meeting that the union ratified the final version of the agreement and staff is recommending approval of the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police Chapter 456, with a term of April 1, 2025, to March 31, 2028.

#### Summary

The proposed collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police (MAP) 456 is attached for your review and consideration.

MAP 456 represents five (5) Sergeants in the Department of Law Enforcement Services and the prior agreement expired on March 31, 2025. The proposed agreement has been ratified by the union and staff recommends that it be approved and ratified at the March 18, 2026 Board Meeting. Staff has prepared a summary of the changes in the draft agreement:

- Contract Term: April 1 2025 to March 31, 2028
- Inclusion of a Body Worn Camera Memorandum of Understanding
- Physical Fitness testing is now voluntary.
- Wage increases are as follows:
  - April 1, 2025 3.5 %
  - April 1, 2026 3.5 %
  - April 1, 2027 3.5 %
- Juneteenth Holiday is included as a personal day for existing Sergeants, and as a regular holiday for all future Sergeants.
- Holiday Pay language is adjusted so that all Sergeants hired in the future will receive the same holiday benefits as MAP 360. To achieve this, Sergeants will receive additional compensation outlined below:
  - \$1,000 Signing Bonus

- April 1, 2026 0.5 %
- April 1, 2027 0.5 %
- Health Insurance language changed to allow the Village the ability to adjust the employee single premiums to up to 15%, starting January 1, 2027.
- Dental Insurance benefits equal to non-union employees.
- Sick Leave Benefit language included to require employees to provide at least two (2) weeks of notice and work their last day to receive the sick leave benefits.

### **Financial Impact**

The FY2026 budget accounted for the wage increases proposed in this agreement.

### **Recommended Motion**

I move to approve the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police Chapter 456, with a term of April 1, 2025, to March 31, 2028.

### **Strategic Plan Alignment**

Organizational Development

### **File Attachments**

1. MAP 456 Labor Agreement - Final Draft
2. Resolution No. 26-\_\_\_\_\_ re Approving CBA with MAP Police Chapter 456 (Term April 1, 2025 to March 31, 2028) (BOT Appr. 5.18.26)(

**LABOR AGREEMENT**

**Between**

**VILLAGE OF WESTERN SPRINGS**

**And**

**METROPOLITAN ALLIANCE OF POLICE,  
WESTERN SPRINGS SERGEANTS CHAPTER #456**

Upon signing – March 30, 2028

**Table of Contents**

ARTICLE I RECOGNITION AND REPRESENTATION .....1  
     Section 1. Recognition.....1  
     Section 2. Chapter’s Duty of Fair Representation.....1  
     Section 3. Chapter Officers.....2

ARTICLE II NON-DISCRIMINATION.....2

ARTICLE III CHAPTER RIGHTS .....3  
     Section 1. Dues Checkoff.....3  
     Section 2. Indemnification.....3  
     Section 3. Chapter Use of Bulletin Board.....4  
     Section 4. Access to Village Premises.....4

ARTICLE IV LABOR-MANAGEMENT COMMITTEE.....5

ARTICLE V GRIEVANCE PROCEDURE.....5  
     Section 1. Definition.....5  
     Section 2. Procedure.....6  
     Section 3. Arbitration.....7  
     Section 4. Limitations on Authority of Arbitrator.....8  
     Section 5. Time Limit for Filing.....8  
     Section 6. Election of Grievance Arbitration for Discipline.....9

ARTICLE VI NO STRIKE-NO LOCKOUT .....10  
     Section 1. No Strike.....10  
     Section 2. Responsibility of Chapter.....11  
     Section 3. Responsibility of Chapter Representatives.....11  
     Section 4. No Lockout.....11

ARTICLE VII SENIORITY, LAYOFF AND RECALL .....12  
     Section 1. Definition of Seniority.....12  
     Section 2. Probationary Period.....12  
     Section 3. Seniority List.....12  
     Section 4. Layoff.....12  
     Section 5. Recall.....13  
     Section 6. Effects of Layoff.....13  
     Section 7. Termination of Seniority.....14

ARTICLE VIII HOURS OF WORK AND OVERTIME.....14  
     Section 1. Application of Article.....14  
     Section 2. Normal Workday.....14  
     Section 3. Normal Work Cycle.....15  
     Section 4. Changes in Normal Workday or Normal Work Cycle.....15  
     Section 5. Overtime Pay.....16  
     Section 6. Court Time.....16  
     Section 7. Call in Pay.....17

Section 8.	Pay for Working on Holidays. ....	17
Section 9.	Compensatory Time.....	18
Section 10.	Distribution of Overtime.....	18
Section 11.	Roll Call Preparation Time.....	19
Section 12.	Shift Preference.....	19
Section 13.	No Pyramiding.....	19
ARTICLE IX LEAVES OF ABSENCE.....		19
Section 1.	Sick Leave.....	19
Section 2.	Bereavement Leave.....	20
Section 3.	Other Leaves of Absence.....	21
Section 4.	Non-Employment Elsewhere.....	21
ARTICLE X VACATIONS.....		22
Section 1.	Eligibility.....	22
Section 2.	Vacation Eligibility.....	22
Section 3.	Vacation Pay.....	23
Section 4.	Vacation Scheduling.....	23
Section 5.	Limitation on Accumulation of Vacation.....	24
Section 6.	Personal Days.....	24
ARTICLE XI SALARIES.....		24
Section 1.	Salaries.....	24
Section 2.	Step Advancement.....	26
Section 3.	Superior Performance Stipend.....	26
ARTICLE XII INSURANCE.....		26
Section 1.	Insurance.....	26
Section 2.	Cost Containment.....	27
Section 3.	Terms of Policies to Govern.....	28
Section 4.	Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	28
Section 5.	Term Life Insurance.....	28
Section 6.	Post-Retirement Health Care Plan.....	28
Section 7.	Dental Insurance.....	29
ARTICLE XIII MANAGEMENT RIGHTS.....		29
Section 1.	Specific Management Rights.....	29
Section 2.	Discipline.....	30
ARTICLE XIV MISCELLANEOUS.....		30
Section 1.	Gender of Words.....	30
Section 2.	Fitness Examinations.....	30
Section 3.	Drug and Alcohol Testing.....	31
Section 4.	Impasse Resolution.....	31
Section 5.	No Solicitation of Local Business.....	31
Section 6.	Prohibition Against Association with Felons.....	32
Section 7.	Mileage Reimbursement.....	32

Section 8.	Uniform Peace Officers' Disciplinary Act. ....	32
Section 9.	Outside Employment. ....	33
Section 10.	Disability Pay.....	33
Section 11.	Light Duty.....	33
Section 12.	Tuition Reimbursement Program.....	34
Section 13.	Board of Fire and Police Commissioners. ....	34
Section 14.	Uniform Allowance. ....	35
Section 15.	Body Armor. ....	35
Section 16.	Paycheck Availability. ....	35
Section 17.	Sick Leave Buy Back at Retirement. ....	35
Section 18.	Safety Day.....	36
Section 19.	Subcontracting or Contracting Out. ....	36
Section 20.	General Orders. ....	36
Section 21.	Printing and Distribution of Agreement. ....	37
Section 22.	Physical Fitness Requirements. ....	37
Section 23.	Fitness Room. ....	37
Section 24.	Shared Supervisory Services.....	37
ARTICLE XV ENTIRE AGREEMENT .....		38
ARTICLE XVI SAVINGS CLAUSE.....		38
ARTICLE XVII DURATION AND TERM OF AGREEMENT.....		39
Section 1.	Termination in 2025.....	39
APPENDIX A ALTERNATIVE IMPASSE RESOLUTION AGREEMENT.....		A1
APPENDIX B DRUG AND ALCOHOL TESTING PROCEDURES.....		B1
APPENDIX C FITNESS STANDARDS.....		C1
APPENDIX D SECONDARY EMPLOYMENT.....		D1
APPENDIX E ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS .....		E1
SIDE LETTER OF AGREEMENT - BODY-WORN CAMERAS		
MEMORANDUM OF AGREEMENT		

## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Western Springs (hereinafter referred to as the “Village”) and the Metropolitan Alliance of Police Chapter 456 (hereinafter referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I**

#### **RECOGNITION AND REPRESENTATION**

##### **Section 1. Recognition.**

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of sergeant (hereinafter referred to as “officers,” “sergeants,” or “employees”), but excluding all sworn peace officers below and above the rank of sergeant any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

##### **Section 2. Chapter’s Duty of Fair Representation.**

The Chapter agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Chapter further agrees to indemnify and hold harmless the Village from any and all

liability, including monetary damages, which result from any failure on the part of the Chapter to fulfill its duty of fair representation.

Section 3. Chapter Officers.

The Village recognizes the right of bargaining members to select Chapter officers. The Chapter shall provide the Director of Law Enforcement Services with the names of the Chapter officers. The Chapter President shall be deemed to be the Chapter's official spokesperson. The Chapter President shall not be permitted to conduct Chapter business during working hours without the specific advance approval of the Director of Law Enforcement Services or his designee.

**ARTICLE II**

**NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color or national origin. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Notwithstanding the other provisions of this Agreement, the parties agree that the Village may take reasonable actions necessary to comply with the Americans with Disabilities Act. Nothing contained herein is intended to preclude a grievance alleging that an action by the Village is not necessary to comply with the Americans with Disabilities Act.

## **ARTICLE III**

### **CHAPTER RIGHTS**

#### Section 1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's last paycheck each month the uniform, regular Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted, The Village will forward the dues deducted to the person designated by the Chapter.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

#### Section 2. Indemnification.

The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of Section 1 of this Article, provided that the claim is not initiated or prosecuted by the Village. If it should be ruled by a court of competent jurisdiction that this indemnification

clause, or any part of it, is void as against public policy, then Section 1, Dues Deduction shall each become null and void and shall no longer be considered a part of this Agreement.

Section 3. Chapter Use of Bulletin Board.

The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Director of Law Enforcement Services or his designee for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Chapter materials of any kind on Village property.

Section 4. Access to Village Premises.

Duly authorized Chapter business representatives will be permitted reasonable access to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Director of Law Enforcement Services or his designee in a manner suitable to the Director of Law Enforcement Services or his designee and on each occasion will first secure the approval of the Director of Law Enforcement Services or his designee to enter and conduct their business as not to interfere with Village operations. If such approval is granted, the Director of Law Enforcement Services or his designee shall designate the area where such business is to be conducted and the period of time provided for such purpose. The Chapter will not abuse the privileges granted by this Section, and access to Village premises shall at all times be subject to general department rules applicable to non-employees.

## **ARTICLE IV**

### **LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the Chapter President and the Director of Law Enforcement Services or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Chapter President may invite other bargaining unit members (not to exceed two) to attend such meetings. The Director of Law Enforcement Services may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Director of Law Enforcement Services prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definition.**

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. In the event that a covered employee elects to dispute his or her discharge by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then that grievance shall advance directly to Arbitration.

Section 2.     Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1:       Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor (currently Deputy Chief), specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate non-bargaining unit supervisor (currently Deputy Chief) shall render a written response to the grievant within five (5) business days after the grievance is presented.
- STEP 2:       If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Law Enforcement Services within five (5) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Law Enforcement Services, or his designee, shall investigate the grievance and, in the course of such investigation, the Director of Law Enforcement Services or his designee and other Village representatives (not to exceed two additional Village representatives) shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If either party intends to bring an attorney to the Step 2 meeting, that party shall notify the other party in advance of the meeting. If no settlement of the grievance is reached, the Director of Law Enforcement Services, or his designee, shall provide a written answer to the grievant and the Chapter within five (5) business days following their meeting.
- STEP 3:       If the grievance is not settled at Step 2 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within five (5) business days after receipt of the Village's answer at Step 2.

Thereafter, the Village Manager or his designee and the Director of Law Enforcement Services or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Chapter representative and other appropriate individuals as desired by the Chapter representative (not to exceed three) within fifteen (15) business days of receipt of the Chapter's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten (10) business days following the meeting.

Section 3. Arbitration.

If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Chapter at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who shall be from Illinois, Wisconsin or Indiana with a business office in Illinois. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names and the other party shall then strike three (3) names. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The arbitrator shall have no authority to award monetary relief that is retroactive to any period of time more than fourteen (14) calendar days earlier than either the date on which the grievance was filed or the date on which the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. Time limits will be automatically extended if the supervisor or other person responsible for responding to a grievance is on vacation or is otherwise unavailable for four (4) weeks or less.

Section 6. Election of Grievance Arbitration for Discipline.

Prior to imposing discipline, the Chief of Police or the Chief’s designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee’s request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief’s designee will issue a Decision to Discipline, in writing, as to the proposed discipline (“Decision to Discipline”), to the affected employee and the Union. At the employee’s option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners (“BOFPC”), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form (“Election Form” attached as Appendix E). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The

Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

## **ARTICLE VI**

### **NO STRIKE-NO LOCKOUT**

#### **Section 1. No Strike.**

Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the Village, regardless

of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In such event, neither the affected employee or employees nor the Chapter shall have recourse to the grievance and arbitration procedure set forth in this Agreement.

Section 2. Responsibility of Chapter.

Should any activity proscribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Village in writing that such action is not sanctioned by the Chapter;
- C. Notify the employees, including written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 3. Responsibility of Chapter Representatives.

All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Chapter, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 1 of this Article and to encourage any such employees to return to work.

Section 4. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

## ARTICLE VII

### SENIORITY, LAYOFF AND RECALL

#### Section 1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn sergeant in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission promotion list, with the sergeant higher on the list being the more senior.

#### Section 2. Probationary Period.

All newly promoted sergeants shall be considered probationary employees until they complete a probationary period of twelve (12) months of work. During an employee's probationary period the employee may be reduced in rank at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the reduction in rank of a probationary employee.

#### Section 3. Seniority List.

On or before January 1 each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village shall send a copy of the list to the Chapter. Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on both the Chapter and all employees.

#### Section 4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.18).

Section 5. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Law Enforcement Services or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non- probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff

Section 7. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged and the separation is not reversed;
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of two (2) years; or
- (h) is absent for three (3) consecutive working days without authorization.

**ARTICLE VIII**

**HOURS OF WORK AND OVERTIME**

Section 1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle. It is the Village's intent that such changes will not occur frequently.

Section 2. Normal Workday.

The normal workday for employees shall be between eight (8) and twelve (12) hours, at the discretion of the Police Chief or his designee. The Police Chief shall identify the starting

time of the shift. An eight (8) hour workday will include two (2) paid 15-minute break periods and one (1) paid 30-minute meal break taken at times approved by the immediate supervisor. A twelve (12) hour workday will include two (2) 30-minute meal breaks and two (2) 15-minute breaks taken at times approved by the immediate supervisor. Employees remain subject to call during all break times and the fact that employees are not able to take said breaks as a result of calls or the assignment of other duties shall not result in the payment of any overtime, compensatory time or additional compensation.

Section 3. Normal Work Cycle.

The normal work cycle for employees covered by this Agreement shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle.

The sergeants' work schedule shall be identified and made available to employees annually.

Should it be necessary in the Village's judgment to temporarily establish schedules departing from the normal workday, the normal work week or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change.

Once the patrol sergeant schedule is established, the departmental patrol sergeant schedule/workday will only be permanently changed due to an emergency or identified operational need as determined by the Director (e.g., loss of manpower, multiple officers with sick/injured/leave status, civil emergency, lack of hiring list, unwillingness of officers to work overtime, significant change in staffing, reduction-in-force, more efficient service to citizens or other factors of a like magnitude). Should the Director of Law Enforcement Services or his designee, in his discretion, decide to change the normal work schedule/work day for patrol, the

Director of Law Enforcement Services, will generally provide, at minimum 14 calendar days' notice to the Union and, upon request of the Union, within five (5) calendar days, provide the Union an opportunity to discuss such changes, including alternatives, and the effect upon the employees.

The parties recognize that the normal workday and work week of an employee assigned to a specialty assignment necessarily varies depending on the needs of the Department and that from time to time it will be necessary to change with very little, if any, advance notice.

Section 5. Overtime Pay.

Employees shall be paid overtime at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours actually worked in a 14-day work period, except that paid vacation, compensatory time, personal time and time paid as PEDAs shall count as hours worked for payment of overtime purposes. The exception to the above would be if such time is used for non-work-related family medical leave when an employee has exhausted sick time.

Section 6. Court Time.

Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two hours' pay at time and one-half. For the purposes of this Section, a "court appearance" shall be defined as a required appearance arising out of an employee's official duties and responsibilities before a court, judge, justice, medical examiner or magistrate. Effective upon signing, unless otherwise established and approved by the Deputy Chief, employees shall be credited with thirty (30) minutes of travel time both to and from court, unless the travel time overlaps into the employee's regular workday.

Section 7. Call in Pay.

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1-1/2 times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours' compensation or his actual time, whichever is greater. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is determined by the Director of Law Enforcement Services or his designee to require correction/completion before the employee's next scheduled shift.

Section 8. Holidays and Pay for Working on a Holiday

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
	Christmas Day
Independence Day	

, For an employee employed as a sergeant on or before February 1, 2026, regardless of whether that sergeant works on a holiday, a sergeant in pay status will be paid straight-time for eight hours for each of the holidays outlined above.

An employee promoted to a sergeant after February 1, 2026, who is required to work on one of the holidays set forth below will be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked on a holiday outlined above. In addition, said sergeants who are in pay status will also receive eight hours of time off for each of said holidays.

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	

These holidays must be used in the year they are earned/awarded.

Section 9. Compensatory Time.

If the Director of Law Enforcement Services decides from time to time to permit an employee to accrue compensatory time in lieu of overtime pay, the employee shall then have the option of taking compensatory time or being paid at the applicable hourly rate for the overtime hours in question. An employee will not be permitted to accrue more than forty (40) hours of compensatory time at any one time. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Director of Law Enforcement Services or his designee. Accrued compensatory time shall, if practicable, be used within the same calendar year in which it has been accrued. If, however, compensatory time cannot be scheduled in the calendar year, it shall be paid out at the employee's regular straight-time hourly rate of pay. Such compensation shall be paid by March 31 or be carried over to the next contract year.

Section 10. Effective upon signing, either compensatory time or overtime pay, at the officer's direction, shall be granted for all required training that occurs during off-duty hours.

Distribution of Overtime.

Distribution of overtime will be as follows:

- (a) If an oncoming shift is understaffed, Dispatch will call the most senior officer (including all sergeants) who is on the opposite day off. If no such officer (including sergeants) is available, in order of seniority, volunteers will be asked to stay over. If no officer (including sergeants) volunteers, the least senior officer will be ordered to stay to cover the first half of the shift. The least senior officer from the next shift will then be ordered to cover the remainder of the shift.
- (b) Scheduled overtime more than 24 hours in advance, including any outside details, will be distributed on a rotating seniority basis.

Should a sergeant demonstrate that he has been wrongly denied an overtime opportunity, his sole remedy will be the opportunity to work the next available overtime in accordance with the procedure in effect.

Section 11. Roll Call Preparation Time.

Sergeants will be compensated for roll call preparation in accordance with the 28-day FLSA work cycle referenced in Section 3 above. Roll call preparation time outside the regular work schedule must be approved by the Police Chief or his designee.

Section 12. Shift Preference.

Annually, the Chief will request that sergeants submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, seniority and qualifications. Nothing contained herein shall preclude the Police Chief from later reassigning an employee or employees to another shift.

Section 13. No Pyramiding.

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE IX**

**LEAVES OF ABSENCE**

Section 1. Sick Leave.

An employee shall be granted one day of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days shall not exceed 240 days at any one time and employees shall not earn sick leave for any month that an employee is off on sick leave for the entire month or any paid absence in excess of six (6) consecutive months. Sick leave shall be allowed only when the employee is actually sick

or disabled, there is illness in the employee's family (i.e., spouse, child, parent, or a member of the employee's household) which requires the employee's presence, or, with the prior approval of the Director of Law Enforcement Services or his designee, for a doctor's appointment. A maximum of twelve (12) sick days per calendar year may be used for an illness in the employee's immediate family.

In the event an employee is unable to work due to illness as provided above, the employee must notify his immediate supervisor at least one (1) hour prior to the start of his scheduled shift. The failure to provide such notification will result in the employee being off without pay. A doctor's statement or other documentation justifying the absence shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Director of Law Enforcement Services or his designee. An employee must also provide medical documentation of his fitness to return to duty. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay.

It is specifically agreed that the Village retains the right to investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, or a pattern of sick leave usage develops, to take corrective action. Such corrective action may include but shall not be limited to, requiring medical documentation from the employee's physicians, counseling or discipline or an examination by a medical practitioner designated by the Village.

#### Section 2. Bereavement Leave.

An employee may be granted a bereavement leave of absence of up to three (3) days without loss of pay in cases of death of a member of the employee's family, defined as the

employee's spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other relative that the Village Manager may on a case-by-case basis approve. The purpose of such leave shall be to attend the funeral (including making arrangements for the funeral) in case of death.

Section 3. Other Leaves of Absence.

Employees shall have the right to request leaves of absence, including family and medical leave, pursuant to the Family and Medical Leave Act of 1993, in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

Section 4. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided by above may be immediately terminated by the Village. This provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, as long as there is no significant expansion of such employment (including self-employment) and the employment is not inconsistent with any medical restrictions or the purpose of the unpaid leave or unless approved in writing by the Village Manager. Such approval shall not be unreasonably denied.

**ARTICLE X**

**VACATIONS**

Section 1. Eligibility.

The amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 6 years	6.15	160
7 thru 12 years	7.69	200
13 years and beyond	9.23	240

The foregoing number of vacation days includes holidays and shall be in lieu of time off for holidays and holiday pay.

Effective with the pay period that includes January 1, 2019, the amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 6 years	3.08	80
7 thru 12 years	4.62	120
13 years and beyond	6.16	160

Section 2. Vacation Eligibility.

Vacation shall not accumulate during any pay period when the employee is in unpaid status for the entire pay period or during any paid absence in excess of six (6) consecutive months.

Section 3.      Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Effective January 1, 2009, an employee shall have the option of buying back up to forty (40) hours of earned and unused vacation time annually, payable on a separate check by December 1 of any year. Any request for vacation buy back must be submitted by November 1 of the applicable year.

Section 4.      Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service in accordance with the following: By February 1 all employees by shift shall make their first choice for vacations of not less than five consecutive working days nor more than 10 consecutive working days unless the Director of Law Enforcement Services has specifically approved more than 10 consecutive working days. For the purposes of this Section only, the shift sergeant shall be considered to be the most senior employee on the shift for vacation scheduling purposes as set forth in this Section.

Additional vacation days shall be scheduled at least three calendar days in advance (unless shorter notice is approved by the Director of Law Enforcement Services or his designee) on a first -come, first -serve basis and must be taken in full day increments.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Director of Law Enforcement Services in order to insure the orderly performance of the services provided by the Village; provided, however, if an employee is precluded from taking

one or more vacation days as previously scheduled because of departmental needs, the employee will be permitted to carry over said vacation days to the next year and not be forced to forfeit them, notwithstanding the provisions of Section 5 below.

Section 5.      Limitation on Accumulation of Vacation.

Earned vacation is generally to be taken in the year in which it is earned. At the sole discretion of the Director of Law Enforcement Services, earned vacation may accumulate, but only to a maximum of one and one-half years at any one time. Any accumulated vacation over one and one-half years shall be forfeited.

Section 6.      Personal Days.

Each employee covered by this Agreement who was employed on or before December 31 shall be granted three (3) personal days (at eight (8) hours per day) for use during the following calendar year. The sergeants employed as sergeants on January 1, 2027 shall be granted one (1) additional personal day off in lieu of the Juneteenth holiday for a total of four (4) personal days. Sergeants promoted to sergeants after January 1, 2027 will receive three (3) personal days as they will receive the Juneteenth holiday instead. The personal days must be scheduled at least three (3) days in advance.

**ARTICLE XI**

**SALARIES**

Section 1.      Salaries.

Effective April 1, 2025, employees shall be paid on the basis of the following minimum annual salaries reflecting a 3.5% increase for each of the following steps.

Step	Annual Salary / Hourly Rate
Probationary	\$ \$118, 288.43 (\$56.87)

A	\$ 121,026.00 (\$58.19)
B	\$ 123,765.38 (\$59.50)
C	\$ 126, 503.85 (\$58.76)

This salary increase shall be retroactive to April 1, 2025 or the date of promotion to the rank of sergeant (for employees promoted thereafter) for all sergeants still on the active payroll of the Village on the effective date of this Agreement. In addition, as a quid pro quo for the changes in the holiday pay for new sergeants, the current bargaining unit employees will be paid a lump sum payment equal to one thousand dollars (\$1,000), upon signing (minus taxes and withholdings).

Effective April 1, 2026, employees shall be paid on the basis of the following minimum annual salaries reflecting a 3.5% increase for each of the following steps .In addition, the salary reflects an additional ,5% increase as part of the quid pro quo for the change in holiday pay for new sergeants:

Step	Annual Salary (Hourly Rate)
Probationary	\$ 123,019.97 (\$59.14)
A	\$ 125,867.60 (\$60.51)
B	\$ 128,716.00 (\$61.88)
C	\$ 131,564.00 (\$63.25)

Effective April 1, 2027, employees shall be paid on the basis of the following minimum annual salaries reflecting a 3.5% increase for each of the following steps. .In addition, the salary reflects an additional ,5% increase as part of the quid pro quo for the change in holiday pay for new sergeants:

Step	Annual Salary (Hourly Rate)
Probationary	\$127,940.77 (\$61.51)
A	\$130,902.30 (\$62.93)
B	\$133,864.64 (\$64.36)
C	\$136,826.56 (\$65.78)

Retroactive payments shall be paid within thirty (30) days of execution by both parties.

Section 2. Step Advancement.

Beginning after April 1, 2010, advancement from the Probationary Step to Step A shall be upon successful completion of the probationary period and advancement From Step A to Step B and Step B to Step C shall be at twelve -month intervals.

To be eligible for step advancement the employee must meet departmental standards during the evaluation period, provided that the employee shall not be arbitrarily denied a step advancement.

Section 3. Superior Performance Stipend.

In addition to the foregoing salary schedules, any non-probationary employee shall be eligible to receive a Superior Performance Stipend in an amount determined in the sole discretion of the Village Board. Receipt of such additional pay for one fiscal year does not guarantee that the employee will continue to receive such additional pay in future years.

**ARTICLE XII**

**INSURANCE**

Section 1. Insurance.

The hospitalization and medical insurance program (including a PPO and HMO alternative) in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village retains the right to change insurance carriers, PPO's, HMO's, or to self insure (as a stand alone entity or with a group of municipalities) as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement.

However, in recognition of the desirability of maintaining uniform coverages, benefits and costs, Village wide and notwithstanding the foregoing provisions regarding relatively similar basic coverages and benefits, the parties agree that if the Village makes any modification with respect to health insurance coverage, benefits, or costs that are applicable to other full time non bargaining Village employees generally, then such modifications in coverage, benefits, and costs shall likewise be applicable to the employees covered by this Agreement, on the same terms and on the same date that they are applicable to other regular full time non bargaining unit Village employees generally (e.g., if full time regular non bargaining unit employees are required to pay a co pay for doctor's visits, then bargaining unit employees shall automatically be required to pay the same amount at the same time). Notwithstanding the above, bargaining unit employees shall pay no more than the following monthly premiums for insurance coverage.

Employees may select single or family coverage during the enrollment period established by the Village. The employee shall pay the following amounts in monthly premiums or cost for single or family coverage, whichever is applicable, for participation in either the Village's Group Hospitalization and Major Medical Program, PPO or an HMO and said amount shall be deducted from the employee's paycheck:

Effective <u>April 1, 1999</u>	Gross Monthly Premium	<u>Employee Contribution</u>
Single		10% (up to 15% effective January 1, 2027)
Family		20%

Section 2. Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar, subject to Section 1 above. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review prohibition on

weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 3. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

Section 5. Term Life Insurance.

Effective the first full month after this Agreement is ratified by both parties, each employee covered by this Agreement shall be provided with term life insurance coverage in a dollar amount equal to the employee's annual salary, up to \$50,000. The Village retains the right to change carriers and/or self-insure this benefit.

Section 6. Post-Retirement Health Care Plan.

No later than sixty (60) days following the effective date of the 2010 Agreement, the parties agree that the Village shall establish a post-employment health care plan for all bargaining unit employees. To implement such plan, the Village is authorized to contribute the amount of 3% of salary per pay period on behalf of each bargaining unit employee to the employee's account. Additionally, the value of an employee's sick leave buy back at retirement

pursuant to Section 14.17 shall be contributed to the employee's account. Each bargaining unit employee shall pay the ongoing administrative cost of the account.

Section 7. Dental Insurance.

Bargaining unit employees shall be covered by the same dental insurance applicable to full time non bargaining unit employees generally, as the plan and benefits may, from time to time be amended. Effective April 1, 2010, the bargaining unit employees shall pay the entire (effective January 1, 2027, the same as non- bargaining unit employees) premium applicable to the coverage selected, as it may from time to time be amended.

**ARTICLE XIII**

**MANAGEMENT RIGHTS**

Section 1. Specific Management Rights.

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and

enforce rules, regulations, orders and policies; to evaluate employees; to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the Village.

Section 2. Discipline.

The parties agree that all disciplinary action, including but not limited to suspension, demotion and termination, shall be for just cause. In the event that a covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then such disputes regarding disciplinary matters shall be resolved pursuant to the grievance procedure described in Article V. Disciplinary suspensions shall be calculated in calendar days, in eight- hour increments.

**ARTICLE XIV**

**MISCELLANEOUS**

Section 1. Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 2. Fitness Examinations.

Prior to an employee's return to duty following a layoff or leave of absence or if the Village has cause to question an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If the Village reasonably determines that an employee is not fit for duty based on the results of such an examination(s) and the employee's injury was not in the line of duty, the Village may first place the employee on sick leave followed by vacation or an unpaid leave of absence provided for elsewhere in this Agreement (if the employee has

exhausted his sick and vacation benefits). Nothing contained herein shall preclude an officer from seeking a disability pension prior to exhaustion of benefit time.

Section 3. Drug and Alcohol Testing.

Employees shall be subject to drug and/or alcohol testing in accordance with the Drug and Alcohol Testing Procedures attached hereto as Appendix B.

Section 4. Impasse Resolution.

The resolution of any bargaining impasse in negotiations for a successor agreement shall be in accordance with the provisions of Appendix A which is attached hereto and incorporated herein by reference.

Section 5. No Solicitation of Local Business.

While the Village acknowledges that bargaining unit employees may conduct solicitation on behalf of the Metropolitan Alliance of Police (“MAP”), the Chapter agrees that no member of the bargaining unit will personally conduct any solicitations of any Village of Western Springs merchants, residents or citizens on behalf of MAP or on behalf of the Western Springs Police Department of the Village of Western Springs.

Bargaining unit members agree that when it conducts solicitations that are permitted, the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words “Western Springs Police Department” in their name or describe themselves as the “Village of Western Springs.”

Bargaining unit members shall have the right to explain to the public, if necessary, that they are

members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. This provision does not apply to solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees. Each party agrees that they will comply with all applicable laws regarding solicitation. This provision shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 6. Prohibition Against Association with Felons.

All employees shall comply with the provisions of the General Order governing association with felons as it may from time to time be amended.

Section 7. Mileage Reimbursement.

Sergeants shall be reimbursed at the applicable IRS reimbursement rate per mile for preapproved use of their personal vehicle for Village business.

Section 8. Uniform Peace Officers' Disciplinary Act.

The Village agrees to comply with the Uniform Peace Officer's Disciplinary Act as set forth in 50 ILCS 725/1 et seq. This Section is not a waiver of the right to union representation as otherwise provided by law. Grievances regarding UPODA shall only be filed as part of the grievance over the discipline related to the alleged UPODA violation. The timeline for filing a grievance related to this Section shall begin with the issuance of discipline subject to the grievance process. Any other asserted violations of UPODA shall not be subject to the grievance procedure and shall instead be processed as otherwise provided by law.

Section 9. Outside Employment.

No employee shall engage in outside employment (which includes self-employment) unless the Director of Law Enforcement Services, in accordance with such rules and regulations as he may from time to time prescribe, has approved outside employment. The current General Order addressing outside employment is attached hereto as Appendix D.

Section 10. Disability Pay.

An employee who is injured in the line of duty shall be eligible for disability pay in accordance with the provisions of 5 ILCS 345/0.01 et seq. Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work related disability leave, and no vacation days will be accrued or earned after the first year on disability leave.

Section 11. Light Duty.

The Village may require an employee who is on sick leave or a work-related medical leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or a work-related medical leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the

Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to either continue the employee on light duty if there is a reasonable prospect that the employee will be able to assume full responsibilities shortly thereafter or place the employee on disability leave/sick leave.

While the Village will give good faith consideration to an employee's request for a light duty assignment where a physician as provided above has determined that the employee is able to perform a light duty assignment, nothing herein shall be construed to require the Village to create a light duty assignment for an employee.

Section 12. Tuition Reimbursement Program.

Employees covered by this Agreement shall be eligible to participate in the Village's Tuition Reimbursement Program on the same terms and conditions as may be in effect from time to time governing Police Department employees generally.

Section 13. Board of Fire and Police Commissioners.

Promotions and reduction in rank for probationary sergeants are subject to the jurisdiction of the Village of Western Springs Board of Police and Fire Commissioners, however, all other disciplinary matters are subject to the grievance and arbitration procedure set forth in this Agreement, in the event that a covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement.

Section 14. Uniform Allowance.

The Village agrees to continue to provide newly promoted sergeants with the uniform attire associated with the rank. A newly promoted sergeant maintains his uniform allowance (from his patrol rank) for the remainder of the contract year. Each contract year thereafter, each sergeant shall be allotted \$600 (effective upon signing) annually as a uniform allowance (pro rata if employed less than a year). In order to receive reimbursement, the employee must submit valid vouchers/receipts evidencing purchase of appropriate uniform items. The Director of Law Enforcement Services shall establish the type, style, and/or color of uniforms and equipment, as well as the rules and regulations concerning the use and wearing of uniforms and equipment.

Section 15. Body Armor.

The Village will provide at its expense each sergeant with a body armor, as well as a replacement when deemed necessary by the Director of Law Enforcement Services. All such body armor shall meet specifications established by the Village and shall be the property of the Village. Sergeants shall wear body armor in accordance with applicable departmental policy.

Section 16. Paycheck Availability.

Each bargaining unit employee shall be paid via direct deposit of the employee's paycheck to the bank of the employee's choosing.

Section 17. Sick Leave Buy Back at Retirement.

For an employee retiring from employment with the Village with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days of unused sick leave, the Village will pay for accumulated unused sick leave up to a maximum of sixty (60) days. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement. In order to receive this benefit, an employee must provide a minimum of two

(2) weeks' notice of said retirement and work their last day of employment. An employee who is 1) unable to work their last day of employment due to their own serious health condition or the serious health condition of an immediate family member as defined by the FMLA and supported by medical certification, or 2) who is otherwise approved at the discretion of the Village Manager shall be exempt from this requirement,

Section 18. Safety Day.

Employees covered by this Agreement shall be eligible to receive a safety day (eight (8) hours) in accordance with such terms and conditions as may be established by the Village from time to time and are applicable to Village employees generally.

Section 19. Subcontracting or Contracting Out.

The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or manmade disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit employees, the Village will notify the Chapter and offer the Chapter the opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

Section 20. General Orders.

Notwithstanding any other provisions of this Agreement, where the Village or Department has decided to make substantive changes, additions or deletions in the Village's or Department's Policies, General Orders, Administrative Notices, and/or Rules and Regulations which involve terms and conditions of employment directly affecting employees covered by this Agreement, the Chapter Steward shall be notified five (5) working days in advance of the effective date of any such substantive changes. The foregoing notification provisions shall not be

applicable in emergency circumstances where the required advance notification cannot be reasonably provided.

Section 21. Printing and Distribution of Agreement.

A copy of this Agreement shall be supplied to each employee covered by this Agreement by the Village within three (3) weeks of ratification by both parties at no cost to the employee or the Chapter. The Village shall also provide five (5) additional copies to the Chapter.

Section 22. Physical Fitness Requirements.

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning on April 1, 2026, establish as its voluntary physical fitness requirements for full time sworn officers the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix C.

An employee shall receive at least thirty (30) days' notice of the first physical fitness test each year. An employee will not be compensated for hours actually participating in the physical fitness testing under Appendix C. Effective April 1, 2011, an employee who meets the minimum standards under all the sections set forth in Appendix C during a calendar year, including the run standard, shall receive \$200.00 to be paid on or before December 31 of the calendar year.

Section 23. Fitness Room.

All employees shall have access to the fitness room located in the fire station at times established by the Director of Fire and EMS.

Section 24. Shared Supervisory Services.

Notwithstanding the other provisions of this Agreement, during the term of the agreement, either party may request to engage in negotiations over the impact, if any, of sharing supervisory services with another community or communities.

Section 25. Paid Leave for All Workers Act

The parties agree to waive the provisions of the Paid Leave for All Workers Act.

**ARTICLE XV**

**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue contained in or referred to in this Agreement and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union may only demand mid-term bargaining over a Village proposed change to the status quo over a mandatory subject of bargaining that is not covered by, or referred to, in this Agreement.

Before making any changes in working conditions not contained, or referred to, in this Agreement which are mandatory topics of bargaining, the Village shall notify the Chapter of its intention of the proposed change. Upon such notification, and if timely requested by the Chapter, the Village shall meet with the Chapter and bargain such change before it is finally implemented. The failure of the Chapter to timely request bargaining shall act as a waiver of the right to such bargaining by the Chapter.

**ARTICLE XVI**

**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any

existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE XVII**

### **DURATION AND TERM OF AGREEMENT**

**Section 1. Termination in 2028.**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of March, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

VILLAGE OF WESTERN SPRINGS

METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER 456

---

Heidi Rudolph, Village President

---

Keith George, President  
Metropolitan Alliance of Police, Chapter 456  
President

**APPENDIX A**

**ALTERNATIVE IMPASSE RESOLUTION AGREEMENT**

**Alternative Impasse Resolution Agreement** entered into by and between the Metropolitan Alliance of Police, Chapter 456 (hereafter “the Chapter”) and the Village of Western Springs (hereafter “the Employer”).

**WHEREAS**, the provisions of §1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution.

**NOW, THEREFORE**, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Employer and the Chapter agree to the following Alternative Impasse Resolution Procedure:

(1) **Authority for Agreement**: The parties agree that the statutory authority for this Agreement is §1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Chapter that are subject to the parties’ negotiations for a successor agreement, the provisions of which are set forth herein.

(2) **Selection of Arbitrator and Naming of Panel**: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to §1614, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

(a) **Service of Demand for Mediation**: The Employer agrees that any Demand for Mediation filed by the Chapter and served on the Employer prior to the commencement of the Employer’s fiscal year on January 1, 2028, shall be deemed

to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

- (b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Chapter or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that the parties have engaged in mediation for at least thirty (30) days. It is further agreed that:
- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached.
  - (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
  - (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Employer and the Chapter shall have the right to reject one panel in its entirety within seven (7) calendar days of receipt and request that a new panel be submitted. The parties agree to engage in an alternate striking process to determine who shall be the arbitrator, with a coin toss being used to determine who strikes first. In the event that the arbitrator selected is unwilling or unable to serve, the last arbitrator struck from the panel shall be invited to so serve. If he or she declines or is unable to hear the matter, the parties shall request a new list from FMCS and commence the selection process anew.
  - (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.
- (c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet

and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. In addition, the parties shall submit to the arbitrator as a joint exhibit all tentatively agreed to contract language. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
  - (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining
- (d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer and the Chapter. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to April 1, 2028, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.
- (e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to April 1, 2028, but rather intend to insure that the arbitrator has the jurisdiction and

authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

- (f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:
- (i) Hearings shall be held in Western Springs, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement.
  - (ii) The hearings shall begin within ninety (90) days of the notification that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
  - (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within sixty (60) calendar days of the conclusion of the hearing.
  - (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later.
  - (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

(3) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

(4) **Remaining Provisions of §1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of §1614 of the Act and the Rules and Regulations of the

Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.

(5) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

(6) **Authority of Representatives:** The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Chapter.

## APPENDIX B

### DRUG AND ALCOHOL TESTING PROCEDURES

#### **I. PURPOSE**

The goal of these procedures is to establish a drug and alcohol testing program for the employees of the Village of Western Springs. Action taken against an employee shall be determined by the individual circumstances of each case. Disciplinary action up to and including termination is possible.

#### **II. STATEMENT OF NEED**

Employees who abuse alcohol or prescription drugs or use or possess illegal drugs have a medical problem which could lead to a safety risk to co-workers and to the general public. The Village of Western Springs has developed these procedures to test certain employees and all job applicants for abuse of alcohol or prescription drugs or use or possession of illegal drugs.

#### **III. PROHIBITIONS**

##### **A. Prohibited Alcohol-Related Conduct**

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use alcohol on duty or while performing a safety sensitive function.
2. Be in possession of alcohol while on duty.
3. Have a prohibited breath alcohol concentration or be under the influence of alcohol while on-call for duty or on duty (defined as a breath or alcohol content of .02).
4. Refuse to cooperate with or submit to a required alcohol test.

##### **B. Prohibited Drug-Related Conduct**

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use any controlled substances or illegal drugs, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely.
2. Be in possession of or use any unauthorized controlled substance.

3. Report for duty while impaired from any prescribed therapeutic drug or controlled substance or under the influence of any illegal drugs (defined as testing positive at a specified nanogram/milliliter level as defined by the Department of Health and Human Services from time to time).
4. Buy, sell, manufacture or dispense any controlled substance or illegal drugs on or off duty.
5. Refuse to cooperate on or submit to a required controlled substances or drug test.
6. Attempt to or switch or adulterate any urine sample submitted for testing.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must inquire of their treating physician whether the controlled substance would adversely affect their ability to perform the duties of his duties safely.
2. If the employee is scheduled to work and the medication (prescribed or over-the-counter) in use will adversely affect the employee's ability to safely perform his job, he must promptly disclose any work restrictions to his supervisor. This provision does not require the employee to disclose the diagnosis/medical condition for which the medication is prescribed but does not preclude the Village from requesting further information if the provisions of Article IX or Article XIV §2 are implicated.

**IV. RESPONSIBILITIES**

It is the desire of the Village of Western Springs to provide a drug and alcohol free working environment for its employees. In addition, the Village is responsible to the citizens to provide safe, efficient and effective governmental functions. It is the employee's responsibility to follow all of these policies and procedures.

**V. AUTHORITY FOR TESTING**

An employee can be ordered to an alcohol and drug screening for reasonable suspicion, including being involved in an accident involving damage to persons or property or a work-related injury to themselves.

1. Any employee of the Village that is involved in an on-the-job accident (resulting in damage to Village property estimated to be in excess of \$500.00) or injury (requiring medical attention greater than simple first aid) will be required to submit to an alcohol and drug screening test. The employee's immediate supervisor will investigate the accident or injury and evaluate the employee's appearance and behavior. If after the immediate supervisor's investigation of the accident and the employee's appearance and behavior and a review by the immediate supervisor's supervisor a conclusion is made that an alcohol and drug

screening is not warranted, supervisory personnel may jointly waive the screening test requirement.

2. All incidents that result in a waiving of the screening and testing requirement must be reported to the Village Manager on a quarterly basis.
3. In other instances of reasonable suspicion, besides on-the-job accidents and injuries, any employee whose abnormal behavior supports a violation of the policy shall submit to an alcohol and drug screening test. An employee may be ordered to undergo drug/alcohol screening by a supervisor. The supervisor must hold the rank of Sergeant or above or be assigned as an Officer-in-Charge (OIC) with the Western Springs Department of Law Enforcement.
4. All supervisory personnel shall be trained in identifying reasonable suspicion situations other than on-the-job accidents or injuries. Reasonable suspicion is defined in Section VI, paragraph B.

## **VI. CONDITIONS ALLOWING FOR TESTING**

1. Employees will be subjected to drug and alcohol testing if the Village has a reasonable suspicion to suspect that the employee is:
  - a. using, selling or in possession of illegal drugs, controlled substances or alcohol;
  - b. under the influence of drugs or alcohol;
  - c. using prescription drugs without a prescription, in excess of the prescribed doses or contrary to warnings by a physician or pharmacist or over the counter drug contrary to a warning by a pharmacist or on the label; or
  - d. otherwise in violation of the prohibitions set forth in III above.
2. Reasonable suspicion shall mean suspicion based upon specific objective facts and reasonable inferences drawn therefrom. One or more of the following may exist as determined by the employee's supervisor:
  - a. Observable evidence, including but not limited to: slurred speech, the smell of an alcoholic beverage on breath or skin, inability to walk a straight line, an accident involving Village property, a work-related injury, physical altercation, verbal altercation, behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority, or possession or sale of alcohol or drugs (with exception of law enforcement officers in the line of duty). This list is not all-inclusive.
  - b. An apparent state of facts and/or circumstances which would lead a reasonable person to believe an individual was using, selling or in

possession of drugs at any time or alcohol on Village premises or Village business.

- c. Information provided by a reliable source that is corroborated by another source or supported by other observable evidence. (Information based solely upon an anonymous source not supported by or corroborated by another source or other evidence is insufficient.)
3. Police officers may also be tested for drug or alcohol use in the following circumstances:
- a. as part of a regularly scheduled medical examination;
  - b. when an officer has been involved in a major incident, such as a shooting (at any time), an injury to one's self or citizen(s) (while on duty), or when there is a reasonable suspicion of the use of excessive force; or
  - c. when the officer is assigned to a departmental drug enforcement group or when an employee is assigned primarily to drug enforcement.
  - d. An officer involved shooting pursuant to Public Act 100-389. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm there by causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

The parties agree that the term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

The parties agree that any drug or alcohol test required pursuant to this subsection d. shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the Village's right to obtain test results via other available legal processes or preclude an officer from agreeing to blood testing. If circumstances beyond the control of the Village delay the testing until after the end of the shift, the Village may order the officer to stay beyond the shift end.

4. The employee shall be verbally notified by the employee's supervisor of the grounds for testing prior to the collection of the specimen or commencement of a

breathalyzer analysis. Written documentation stating the grounds for reasonable suspicion shall be provided by the employee's supervisor to the employee to be tested on the next business day following the collection of the specimen or the commencement of a breathalyzer analysis.

5. If an employee refuses to submit to an alcohol or drug screening or fails to cooperate in the process, including attempting to submit an adulterated or substitute sample, after there is a determination of reasonable suspicion, the employee shall be subject to termination.

## **VII. TESTING PROCEDURES**

1. Detailed testing, collection, analysis and reporting procedures consistent with 49 CFR 40 shall be developed by the Village. Said procedures shall include but not be limited to the following:
  - a. Inform all employees of the policies and procedures prior to the testing.
  - b. Positively identify employees prior to testing.
  - c. Provide for employee privacy and security of samples.
  - d. Establish if an employee is taking drugs legitimately under medical supervision.
  - e. Develop a two-step test: A urine sample and a blood test cell shall be collected and any specimen testing positive to the urinalysis and/or blood test, shall be subject to confirmatory testing to verify results. All test results positive for the presence of drugs specified in section 2 below shall be forwarded to a Medical Review Officer ("MRO").

Where there is reasonable suspicion determined to test for alcohol, a breathalyzer test may be administered in lieu of or in addition to any blood or urine screen.
2. Cut off concentrations for drug testing only, not including alcohol, shall be as recommended by the Health and Human Services (HHS).

## **VIII. TESTING AGENT**

The Village will utilize a reputable testing laboratory and/or medical facility to collect and analyze specimens of blood and urine. The laboratories are all approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratories conducting the analysis are experienced and capable of: quality control, documentation, chain of custody, technical expertise, as well as adherence to Federal guidelines.

## **IX. RISK MANAGEMENT REPORTING**

As part of our long-standing risk management and safety program, the Village encourages and requires that all accidents and work-related injuries are reported by all employees and their supervisors. Pursuant to Section V of these testing procedures, the results of all supervisory decisions whether to waive said requirements shall be duly noted on the form entitled "Supervisor's First Report of Accident or Injury" and said reports will be forwarded to the Village Manager through the Safety coordinator.

## **X. REHABILITATION**

The Village of Western Springs reserves the right to offer any employee who is found to be in violation of the Village policy concerning the use of alcohol in the workplace, the opportunity to seek professional counseling and/or participation in an approved rehabilitation program as an alternative or in addition to disciplinary action.

In the case of prescription drug abuse, a rehabilitation program will only be offered if the employee asks for assistance before an accident occurs or an abuse problem is discovered. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete such a program as a condition of continued employment, agree to return to work and follow up testing and the employee will be required to sign a statement that he acknowledges the potential loss of his or her job if he does not satisfactorily participate and complete the conditions outlined above.

The foregoing shall not insulate an employee from discipline for other rule violations for the same or different conduct.

## **XI. CANNABIS USE BY HOUSEHOLD MEMBER**

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee's household.

**APPENDIX C**  
**FITNESS STANDARDS**

**STRENGTH**

Hand and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	<b>AGE</b>		
	<b>20-29</b>	<b>30-39</b>	<b>40 &amp; Older</b>
<b>Male</b>	30	25	15
<b>Female</b>	15	15	15

**ENDURANCE**

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time:

	<b>AGE</b>				
	<b>20-29</b>	<b>30-39</b>	<b>40-49</b>	<b>50-59</b>	<b>60-69</b>
<b>Male</b>	34	31	26	20	18
<b>Female</b>	30	24	16	14	14

**FLEXIBILITY**

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box

nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
<b>Male</b>	16.5	15.5	14.3	12.5	12.00
<b>Female</b>	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

1.5 mile run (in minutes)	AGE				
	20-29	30-39	40-49	50-59	60 & Older
<b>Male</b>	14:00	14:45	15:35	17:00	19:00
<b>Female</b>	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

- 1.5 mile run: subtract 55 seconds from final score, unless the test was passed at written standard
- Sit & Reach: add ½ inch to final score
- Sit-Ups: add 1 sit-up to final score
- Push-Ups: no standard of error has been computed

The bench press may be substituted for push ups.

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
<b>Male</b>	.99	.88	.80	.71	.65
<b>Female</b>	.59	.53	.50	.44	.43

The procedure to substitute the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.

- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

**APPENDIX D**

**SECONDARY EMPLOYMENT**

**Western Springs**

**Department of Law Enforcement Services**

**General Order P411**

**SUBJECT: SECONDARY EMPLOYMENT**

Issue Date: May 25, 2006  
Revised Date: August 15, 2012  
Relates to Standards: 22.3.3, 22.3.4  
Indexed As: Secondary Employment  
Extra Duty Employment

Issue Date: May 25, 2006  
Revised Date: August 15, 2012  
Relates to Standards: 22.3.3, 22.3.4  
Indexed As: Secondary Employment  
Extra Duty Employment

**I. POLICY**

A. The policy of the Department is to provide guidelines to employees of the types of secondary employment that is appropriate, and to establish procedures to maintain accountability for the welfare of the Department. These requirements are essential for the efficient operation of the Department and for the protection of the community.

**II. PURPOSE**

A. The purpose of this directive is to set forth guidelines to govern off-duty or secondary employment by members of the Western Springs Department of Law Enforcement Services.

### III. DEFINITIONS

- A. *Employment*: The provision of a service, whether or not in exchange for a fee or other service, including self-employment. This includes any employment in which another may financially benefit from the employee's work, e.g., a family member or other person receiving compensation for the work of the employee. Employment does not include volunteer charity work.
- B. *Extra-Duty Employment*: Any employment that is conditioned on the actual or potential use of law enforcement powers by the sworn police employee.
- C. *Regular Off-Duty Employment*: Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.
- D. *Conflict of Interest*: Any secondary employment duty that is illegal, inconsistent, incompatible, or in opposition to the duties, functions, and/or responsibilities of employment with the Department.
- E. *Personnel*: Any employee or member of the Department and includes:
  - 1. Full-Time Officer: any sworn full-time member of the Department.
  - 2. Community Service Officer: any paid non-sworn employee, whether full or part-time, who performs limited field duties in conjunction with or support of other police personnel.
  - 3. Civilian Personnel: Any person performing a function within the Department, whether full or part-time, who is compensated for the work they perform and is not a sworn police officer.
- F. *Probationary Period*: A period of time beginning with the date of original appointment to employment with the agency and the length of such period as defined within the general policies of the municipality contained within the existing provisions of any bargaining agreement or is provided for through the establishment of a specific State Statute.
- G. *Secondary Employment*: Secondary employment is any employment other than the employee's regular employment with the Department, including both regular off-duty and extra-duty employment.

### IV. PROCEDURE

#### A. General Guidelines

The Department has a legitimate interest in regulating its employees' secondary employment. While the Department will not unreasonably restrict off-duty employment, it will require responsibility and accountability to the Department of personnel engaged in secondary employment.

B. Mandatory Approval

Prior to commencing any regular off-duty employment, including self-employment, personnel must submit a written request and obtain written approval for such employment. All approved requests are subject to periodic review and reconsideration for approval by the Director of Law Enforcement Services, and must be renewed on the first working day of each new calendar year. Personnel shall communicate, in writing, any such change that could invalidate the secondary employment approval currently on file in the employee's personnel file. The employee's request for regular off-duty employment will be submitted to the Director of Law Enforcement Services on the Secondary Employment Request (Appendix A) and will include the following information:

1. The secondary employer's name, address, phone number and the type of business;
2. A complete narrative of the type of work or duties to be performed;
3. The highest number of days and hours to be worked within a single week;
4. The name and phone number of the person who will be their immediate supervisor;
5. A complete list of any law enforcement-type equipment the employee must use on the job;
6. A Secondary Employment Addendum Form (Appendix B) and Indemnity Agreement (Appendix C) will also be completed and accompany the Secondary Employment Request form, except that secondary employment approved prior to December 1, 2008 for individual officers with specific employers may continue with the modified indemnity agreement previously approved.

C. Auxiliary officers and part-time civilian employees who are employed outside the Department do not need to comply with all mandatory approval processes outlined in item IV.B. Auxiliaries and part-time civilian employees are required to notify the Director of Law Enforcement Services of the name, address, and phone number of their employer and the type of business. Secondary Employment Request (Appendix A) need not be used to make this notification.

D. Regular Off-Duty Employment: Employees may engage in off-duty employment that meets the following criteria:

1. Employment of a non-police nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty. The work may include armed or unarmed security provided

the conditions set forth in 2 and 3 below are met and such employment does not require or involve the use of police powers or violate any of the other prohibitions set forth herein.

2. Employment that presents no potential conflict of interest between their duties as an officer and their duties for the secondary employer. Some examples of employment representing a conflict of interest are:
  - a. Process server, reposessor, bill collector, towing of vehicles, or in any other employment in which police authority might tend to be used to collect money or merchandise for private purposes.
  - b. Dressed in an official uniform, carrying a Department issued firearm or other Village equipment in the performance of tasks other than that of a police employee for the Village.
  - c. Personal investigations for the private sector or any employment that might require the officer to have access to police information, files, records or services as a condition of employment.
  - d. Assisting in the case preparation for the defense in any criminal, civil or other court proceedings.
  - e. For a business or labor group involved in a strike or lockout.
3. Employment that does not constitute a threat to the status or dignity of the police as a professional occupation. Examples of employment presenting a threat to the status or dignity of the police profession are:
  - a. Establishments which sell pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
  - b. Any employment involving the sale, manufacture or transport of alcoholic beverages as the principle business.
  - c. Any gambling establishment.
4. Other Prohibitions of Regular Off Duty Employment.
  - a. No employee engaged in secondary employment shall commit an act that violates any applicable general order, local ordinance, state or federal law, or be involved in any act which would bring disrepute to the Department or Village. Employees may not be employed by any entity in which the owner or manager of the business is of questionable character, having ties to criminal organizations or has a known record of serious criminal arrests; or the business is consistently or frequently found to be in violation of

state or federal law as well as municipal ordinances;

- b. Any secondary employment shall not involve the use of any Village equipment, facilities, or resources without the written consent of the Chief of Police. Employees may not exhibit any credentials or identify themselves as police officers while working for the secondary employer unless statutorily obligated to do so;
  - c. No employee may be employed by the Western Springs Fire Department or other such overlapping public safety entity with concurrent jurisdiction in case of emergency callout or disaster; and
  - d. No employee may be employed by a business in which the manager restricts the sworn member from certain areas within the premises to which the public has access.
- E. Extra-Duty Employment: Employees may engage in extra-duty employment as follows:
- 1. Where a government profit-making or not-for-profit entity has a contract agreement with the Police Department for officers in uniform who are able to exercise their official police duties.
  - 2. Types of extra-duty services which may be considered for contracting are:
    - a. Traffic control and pedestrian safety;
    - b. Crowd control;
    - c. Security and protection of life and property;
    - d. Routine law enforcement for public authorities;
    - e. Plain-clothes assignments.
  - 3. Private entities that wish to contract for extra or special duty services will be asked to correspond with the Director of Law Enforcement Services and indicate their understanding of the hourly rate for these services as well as execute a contractual agreement. A copy of this correspondence will be forwarded to the Finance Department for billing purposes.
  - 4. The Director of Law Enforcement Services or his/her designee is responsible for planning, staffing and coordinating all Special Duty events requiring extra-duty employment. All requests for this type of police service will be forwarded to the Director of Law Enforcement Services or his/her designee for approval.

- a. The employee assigned to the special detail will be paid at their prevailing time and one-half rate.
  - 5. A detail sign-up sheet will be posted allowing personnel to sign up for all details.
    - a. Outside details will be distributed on a rotating seniority basis.
    - b. Assignments to special details will not interfere with street coverage or the employee's abilities to work their normal tour of duty.
- F. Limitations on Regular Off-Duty and Extra-Duty Employment:
- 1. In order to be eligible for secondary employment, personnel must be in good standing with the Department, and who is not on suspension. Continued approval of an employee's secondary employment is contingent on such good standing.
  - 2. Employees who have not completed their field training, or who are on medical or other leave due to sickness, temporary disability or on-duty injury shall not be eligible to engage in any secondary employment.
  - 3. Prior to obtaining regular off-duty or extra-duty employment, an employee shall comply with all departmental procedures for granting approval of such employment.
  - 4. An employee may work a maximum of 24 hours of regular off-duty or extra-duty employment, or a total of 64 hours in combination with regular duty in a single week.
  - 5. Work hours for all secondary employment must be scheduled in a manner that does not conflict or interfere with the employee's performance of duty.
  - 6. An employee engaged in any secondary employment is subject to call-out in cases of emergency, and may be expected to leave their off-duty or extra-duty employment in such situations.
  - 7. Permission for an employee to engage in outside employment may be revoked where it is determined pursuant to departmental procedures that such outside employment is not in the best interest of the Department. Furthermore, permission may be revoked in any case where an employee fails to perform adequately while on duty or receives disciplinary action in any way related to such outside employment.

8. No employee shall solicit any person, business, or other entity for secondary employment while on duty, or while acting as a Western Springs Department of Law Enforcement Services employee.

G. Liability

1. In working regular off-duty employment, personnel fully understand and agree to the terms and conditions contained herein. Personnel also agree not to file a claim of any kind or nature against or with the Department. In addition, if the employee, anyone at the employee's direction, or on the employee's behalf, or any third party or entity, does file a claim, the employee agrees to defend, hold harmless, and fully indemnify the Department for any costs, losses, claims, reasonable attorney fees, and/or expenditures incurred by the Department. The employee understands that it is their sole responsibility to arrange with the secondary employer for the protection of liability and health insurance, worker's compensation, and the like.
2. The Department shall not be responsible for medical expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
3. The Department shall not be responsible for any expenses, losses, and/or costs associated with injury leave incurred from injuries sustained while the employee is working in any regular off-duty employment.
4. The Department shall not be responsible for any retirement, pension, or other types of expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
5. The Department shall not be responsible for any third party liability incurred or created while an employee is working in any regular off-duty employment.
6. The Department shall not be responsible for any expenses, losses, and/or costs incurred for defense of any criminal prosecution against the employee as a result of any regular off-duty employment.

## APPENDIX E

### ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, \_\_\_\_\_, a sergeant in the Village of Western Springs, and a member of the Metropolitan Alliance of Police, Chapter 456 being proposed for discipline by the Village of Western Springs Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Western Springs and the Metropolitan Alliance of Police, Chapter 456.

In accordance with section 6 of the Grievance Procedure, the employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

\_\_\_\_\_ (*initial*) I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Western Springs Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 6 of the grievance procedure.

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

#### **A. Grievance Arbitration**

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately (meaning: retroactive to the date of the decision to discipline), subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

**I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Western Springs Board of Fire and Police Commissioners as described within Section 6 of the grievance procedure. This document will be considered my grievance.**

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**B. Board of Fire and Police Commissioners**

By selecting an appeal of discipline before the Village of Western Springs Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Western Springs in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Western Springs Board of Fire and Police Commissioners.

**I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.**

Agreed: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**Received by the Chief of Police's Office:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**Between**

**VILLAGE OF WESTERN SPRINGS**

**And**

**METROPOLITAN ALLIANCE OF POLICE,  
WESTERN SPRINGS SERGEANTS CHAPTER #456**

The Village of Western Springs (hereinafter “Employer” or “Village”) and the Metropolitan Alliance of Police Chapter 360 (“MAP 360”) are currently engaged in negotiations regarding a body worn camera agreement. The parties agree that any agreement reached between the Employer and MAP 360 concerning body worn cameras shall automatically apply to employees covered by this Agreement.

Village of Western Springs

MAP 456

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**RESOLUTION NO. 26-XXXX**

**VOTE: Passed on an omnibus vote.**

**Voting aye:**

**Voting nay:**

**Absent:**

**Abstain:**

**DATE: May 18, 2026**

**OTHER: Published in pamphlet form.**

**AUTHORIZING AND APPROVING A LABOR AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND METROPOLITAN ALLIANCE OF POLICE, WESTERN SPRINGS POLICE CHAPTER 456 (TERM APRIL 1, 2025 TO MARCH 31, 2028).**

**WHEREAS**, Western Springs Police Sergeants have previously approved recognition of Metropolitan Alliance of Police, Western Springs Police Chapter 456 (“MAP”) for the purpose of bargaining collectively with the Village of Western Springs under the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/); and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs, Illinois (the “Village”) desire to enter into a new labor contract with MAP for the continued employment of Western Springs Police Sergeants in accordance with the terms set forth in the attached “Labor Agreement between Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 456 (the “Agreement”), a copy of which is attached hereto as **Exhibit “A”** and made a part hereof. The term of the Agreement extends from April 1, 2025 to March 31, 2028; and

**WHEREAS**, under mutually agreed to ground rules, the respective bargaining teams representing the Village and MAP have engaged in contract negotiations and have reached a tentative agreement on the terms set forth in the attached Agreement, which include certain changes to the terms of employment and the compensation paid to the Western Springs Police Sergeants, including the payment of retroactive compensation; and

**WHEREAS**, subsequent thereto, the members of the MAP bargaining unit ratified and signed the attached Agreement; and

**WHEREAS**, at open public meetings held on May 11, 2026 and May 18, 2026, the President and Board of Trustees of the Village reviewed and discussed the Agreement, received input from the Village staff, and provided an opportunity for input from the public. At its May 18, 2026 Regular meeting, the Village Board accepted the report of negotiations and authorized and entered into the Agreement; and

**WHEREAS**, the Village of Western Springs, a non-home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit “A”**) pursuant to its constitutional authority provided by 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 as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and its statutory authority set forth at Section 8-1-7(d) of the Illinois Municipal Code (65 ILCS 5/8-1-7(d)), and finds that approving and entering into the attached Agreement is in the best interests of the Village, its residents, property owners, businesses and the public.

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

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

**SECTION 2.** Approval and Execution of Agreement. The President and Board of Trustees of

the Village of Western Springs approve the “Labor Agreement Between Village of Western Springs and Metropolitan Alliance of Police, Western Springs Police Chapter 456”, a copy of which is attached hereto as **Exhibit “A”**, and authorize and direct the President and Clerk of the Village of Western Springs, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village’s obligations under the Agreement.

**SECTION 3. Approval of Financial Obligations and Other Documents.** The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village’s financial obligations under the attached Agreement, and also authorize and direct the Village Manager, or their designee, to take all necessary actions to comply with the Village’s obligations under the attached Agreement.

**SECTION 4. Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents.** The President and Board of Trustees of the Village direct the Village Clerk’s Office to place a certified copy of this Resolution and the executed Agreement on file in the Office of the Village Clerk of the Village of Western Springs and to forward a certified copy of this Resolution and an executed copy of the Agreement to MPA for record retention purposes.

**SECTION 5. Effective Date.** This Resolution and the attached Agreement shall be in full force and take effect immediately upon the date that the last signatory signs of the Agreement.

**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 18<sup>th</sup> day of May, 2026, and approved by me as President on the same day.

\_\_\_\_\_  
Heidi Rudolph, Village President

ATTEST:

\_\_\_\_\_  
Edward Tymick, Village Clerk

**Exhibit "A"**

Labor Agreement between Village of Western Springs and Metropolitan Alliance of  
Police, Western Springs Police Chapter 456

(attached)

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

**CLERK'S CERTIFICATE**

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

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING A LABOR AGREEMENT BETWEEN VILLAGE OF WESTERN SPRINGS AND METROPOLITAN ALLIANCE OF POLICE, WESTERN SPRINGS POLICE CHAPTER 456 (TERM APRIL 1, 2025 TO MARCH 31, 2028)**

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 18<sup>th</sup> day of May, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 18<sup>th</sup> day of May, 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 18<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

[SEAL]



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 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, Kelsey Fawell, Senior Planner, Jill Izzo, Deputy Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

**RE:** [Previously discussed] Amanda Sutter – Request for a Temporary Use Permit for the 2026 Jolie Fashion Show Special Event (Omnibus Item)

---

#### Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on May 4, 2026, and recommended the approval of the Temporary Use Permit (TUP) for the 2026 Jolie Fashion Show special event with a condition. The Village Board reviewed this item and the recommendation of the Planning and Zoning Committee at their meeting on May 11, 2026, and directed staff and the Village Attorney to finalize the TUP for consideration.

#### Summary

Amanda Sutter, owner of Jolie, A Dress Boutique ("Jolie") located at 824 Hillgrove Avenue, has submitted a request for a temporary use permit (TUP) at the Tower Green (916 Hillgrove Ave.) for a fashion show event. The event will be conducted on Thursday, July 30, 2026, from 6:00 p.m. to 7:15 p.m. A request letter dated March 24, 2026, has been submitted by Mrs. Sutter discussing the event and the pertinent details related to the request, which are as follows:

- The event is proposed to showcase Jolie's Homecoming dress collection.
- The fashion show models are local high school students who will travel from Jolie to the Tower Green via Lawn Avenue. The models will walk the sidewalks/walkways along Hillgrove Avenue to the foot of the Tower and along the walkway back to Lawn Avenue before returning to Jolie. All activities will be held on the Tower Green and will not impede or block any sidewalks or streets other than the southeast portion of the Tower Green, as shown on the site plan. The site plan for the event is included in Attachment 1.
- The assistance of the Community Service Officer is requested to facilitate the models crossing Lawn Avenue.
- The event is anticipated to have up to 125 attendees, who will sit in chairs provided by

Mrs. Sutter along the models' route.

- The event will include a DJ/moderator at the foot of the Tower.

The Planning and Zoning Committee reviewed the application and draft TUP at their meeting on May 4, 2026, and recommended approval of the request with one (1) condition. At the meeting, Mrs. Sutter indicated a potential interest in providing a portable toilet for the event. The Planning and Zoning Committee recommended that if Mrs. Sutter provides a portable toilet, its location must be reviewed and approved by Village staff. The Village Board reviewed this item and the recommendation of the Planning and Zoning Committee at their meeting on May 11, 2026, and directed staff and the Village Attorney to finalize the TUP for consideration.

### **Attachment**

---

1. Temporary Use Permit - Temporary Use Permit For 2026 Jolie, A Dress Boutique Fashion Show

### **Financial Impact**

None. Any cost for assistance at the crossings will be covered by the applicant.

### **Recommended Motion**

I move to approve a Temporary Use Permit (TUP) for the 2026 Jolie Fashion Show special event.

### **Strategic Plan Alignment**

Economic Development.

### **File Attachments**

1. Temporary Use Permit

## VILLAGE OF WESTERN SPRINGS

<b>Temporary Use Permit for:</b>	<b>2026 Jolie, A Dress Boutique Fashion Show (Thursday, July 30, 2026)</b>
<b>Date of Village Board Approval:</b>	<b>May 18, 2026</b>
<b>Applicant / Permittee:</b>	<b>Amanda Sutter, Owner of Jolie, A Dress Boutique</b>
<b>Location:</b>	<b>Tower on the Green</b>

---

At a Village Board Meeting held on May 18, 2026, the President and Village Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to Amanda Sutter to allow the Permittee to operate the 2026 Jolie Fashion Show Event (the "Special Event") on **Thursday, July 30, 2026**, SUBJECT TO THE CONDITIONS BELOW:

**Permit for Special Event**

**Location and Time:** The Permittee's Application, supporting documents and Special Event Plan, copies of which are attached hereto as **Exhibit "A"** and made a part hereof, are approved by the Village under this Temporary Use Permit. **The Special Event shall commence on Thursday, July 30, 2026 at 6:00 P.M. and conclude at approximately 7:30 P.M.** The Permittee and its sponsors, employees, contractors, subcontractors, volunteers and agents may set up the Special Event two (2) hours prior to the start of the Special Event and shall remove all structures erected for and debris generated by the Special Event within one (1) hour of the conclusion of the Special Event. The Permittee shall conduct the Special Event in accordance with the Application, its supporting documents and Special Event Plan, subject to the conditions set forth below. A Temporary Use Permit is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

**Conditions:**

1. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present prior to, during and after the Special Event to deal with any issues or matters that arise with the operation of the Special Event or with any of the participants or sponsors, officers, officials, employees, contractors, subcontractors, volunteers and agents assisting with the Special Event.
2. **Hire/Use of Police Officers:** Community Service Officer (CSO) for assistance in crossing Lawn Avenue at Hillgrove Avenue. Use of a police officer in the event that the CSO is unavailable.
3. **No Parking Signs:** Depending on the number of participants, the Village may need to post temporary "no parking" signs in certain areas throughout the Special Event area.
4. **Temporary Restroom Facilities:** In the event that the Permittee desires to provide portable toilet(s) for the event, the location of those portable toilets will be subject to the review and approval by the Director of Community Development prior to the scheduling of the planning meeting.
5. **Planning Meeting:** Conduct a planning meeting with the Village staff at least two (2) weeks prior to the Special Event to discuss the details. At the meeting, the Permittee shall provide an accurate count of participants to allow the Village to plan and allocate its resources for the Special Event.

6. **License and Release, Hold Harmless and Indemnification Agreement:** Prior to the execution of this Temporary Use Permit, the Permittee shall execute and return to the Village a License and Release, Hold Harmless and Indemnification Agreement on a Village-approved form (a copy of which is attached hereto as **Exhibit "B"** and made a part hereof) and provide proof of insurance as required in the Agreement. Under the License and Release, Hold Harmless and Indemnification Agreement, the Permittee agrees as follows:
- A. **Release of Claims:** To waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to personal injuries, illness or death, damages, or economic and non-economic damages or losses, that it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have against the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the activities allowed under this Temporary Use Permit or the operation of the Special Event.
  - B. **Risk of Injury:** To assume the full risk of injuries, illness, death, damages or losses of any kind which Permittee or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may sustain arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the activities allowed under this Temporary Use Permit or the operation of the Special Event.
  - C. **Indemnity and Defense:** To protect, indemnify, save and hold forever harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers from and against any and all liabilities, obligations, claims, injuries, illness, death, damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including Permittee or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public, arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the operation of the Special Event.
6. **Insurance:** During the term of this Temporary Use Permit, the Permittee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on their insurance policies related to the activities allowed under this Temporary Use Permit, including the operation of the Special Event for the purposes stated herein. Permittee shall provide separate insurance policies for 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 per occurrence and \$2,000,000 general aggregate
  - B. Umbrella Coverage – \$2,000,000
  - C. Property Damage – \$500,000 per occurrence
  - D. Workers Compensation – Statutory

Permittee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate and policy endorsement executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." Said certificates shall list the

Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Permittee shall be primary to the Village's own insurance. The Certificate shall provide for a thirty (30) calendar day written notice to the Village in the event of cancellation or material change of coverage.

7. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Special Event Plan 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 to or other safety-related requirements pertaining to the Village-approved Special Event Plan 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.
8. **Reimbursement of 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 Special Event or to clean up and dispose of any debris, litter or waste caused by the Special Event 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 Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

**IN WITNESS WHEREOF**, this Temporary Use Permit is effective on the date the last signatory signs below.

**VILLAGE OF WESTERN SPRINGS**

**PERMITTEE:**

**Jolie, A Dress Boutique**

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

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

Name: Heidi Rudolph

Name: Amanda Sutter

Village President

Title: Owner

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

Date of Permit Issuance: \_\_\_\_\_, 2026

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

Heather Valone, Director of Community Development

**Exhibit "A"**

**2026 Jolie, A Dress Boutique Fashion Show  
for July 30, 2026**

**Application  
and its Supporting Documents  
and Special Event Plan**

(attached)



Village of Western Springs
Permit Application for Temporary Use

Applicant's Name Amanda Sutter
Organization Jolie, A Dress Boutique
Applicant's Phone \_\_\_\_\_ Mobile #815-955-3148
Email yourspecialoccasionshop@gmail.com

Briefly describe the event requiring the temporary use: Fashion Show

Type of Temporary Use

- Trailer/Tent/Portable Lavatory/Shed \_\_\_\_\_
Christmas Tree Lot \_\_\_\_\_
Art, Craft and Book Sales \_\_\_\_\_
Sidewalk Sales \_\_\_\_\_
Vendor Cart or Food Concession \_\_\_\_\_
Other \_\_\_\_\_

Location Tower Green

Dates of Use July 30th at 6pm

Comments I'm looking to host a fashion show that will require chairs on the Green closest to Lawn Ave. I'd like to have the models walk to the Green from Jolie which would require some traffic assistance for a short time as they walk across the street. No sales of food or beverages will be available but non-alcoholic drinks will be provided as part of their ticket price. Ideal capacity would be between 100-125 women and their daughters and the entire event should take no longer than 60-75 mins. There will be a DJ onsite to play music prior to the show and MC the event.

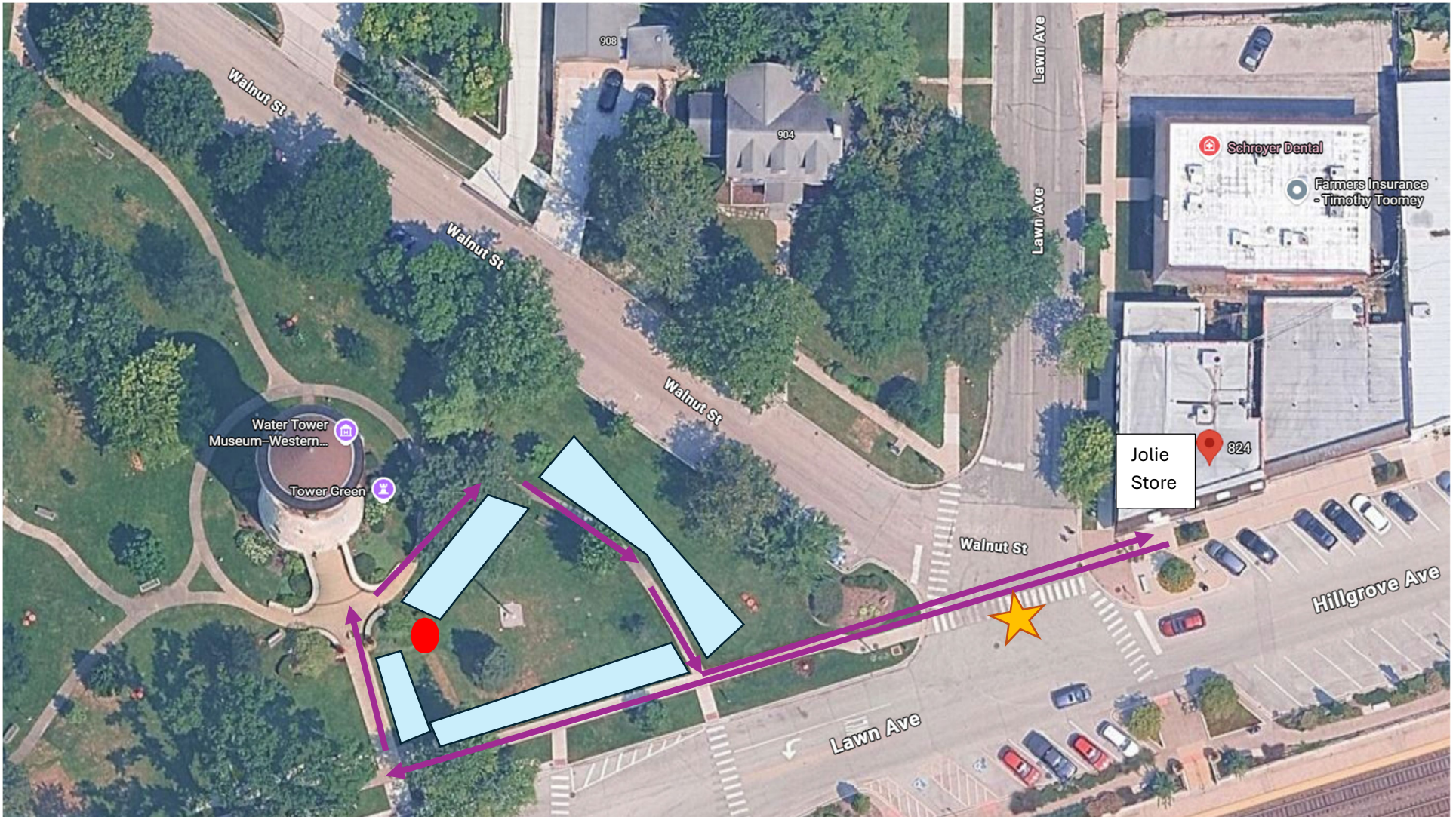
Amanda Sutter/ Amanda Sutter

Signature of Applicant/ Printed Name

Date: 3/24/26

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Permit Number \_\_\_\_\_



The purple arrows show the walking path of the models.

The blue polygons indicate seating areas.

The star indicates the requested community service officer.

The dot indicates the location of the DJ/ MC location.

**Exhibit "B"**

**License And Release, Hold Harmless and Indemnification Agreement**

(attached)

**LICENSE AND INDEMNIFICATION AGREEMENT  
FOR TEMPORARY USE OF VILLAGE OWNED PROPERTY TO CONDUCT A SPECIAL EVENT  
[Jolie, A Dress Boutique for 2026 Jolie Fashion Show Event]**

This License and Indemnification Agreement (“Agreement”) has been entered into this 18 day of May, 2026 by and between the Village of Western Springs, an Illinois municipal corporation (the “Village” or “Licensor”), and Jolie, A Dress Boutique, an Illinois corporation (the “Jolie” or “PERMITTEE”), for the purposes set forth below. The PERMITTEE 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” (the “Village ROW Area”) in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Exhibit “A”** and made a part hereof (the “Licensed ROW Area”); and

**WHEREAS**, the PERMITTEE desires to use portions of the Licensed ROW Area, as shown on the attached Site Plan, for the purposes of conducting a special event. Subject to the terms of this Agreement, the Village and the PERMITTEE agree to the PERMITTEE’s non-exclusive, temporary use of the Outdoor Licensed Premises as follows:

- Authorized Special Events: 2026 Jolie Fashion Show Event
  
- Special Event Date and Times: Thursday, July 30, 2026 from 6:00 P.M. to 7:30 P.M.  
Alternate rain date and hours as approved by the Village Manager
  
- Special Event Location: Use of the grass and public sidewalks on the Tower Green  
Also referred to as the “Licensed ROW Area”
  
- Special Event Applicant(s): Amanda Sutter
  
- Contact Information: (312) 350-5380
  
- Other Restrictions:
  - No closure or access restriction of public sidewalks
  - No closure or access restriction of public streets
  - No closure or access restriction of the Licensed ROW Area
  - Compliance with all posted on-street parking signage
  - Bathroom/hand-washing facilities are not provided by the Village
  - No port-a-johns allowed on the Tower Green
  - Water and electricity are available from the Village, at the Licensee’s cost, at the Tower Green, but must be arranged no less than ten (10) business days prior to the Special Event Date
  - No guarantee of the condition of the Tower Green grass and grounds because of soft soil, damp grass, rain or other weather events
  - No consumption of alcoholic beverages during Special Event
  - Location of any portable toilets must be approved by the Community Development Director prior to the scheduling of a planning meeting.

**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 has granted to the PERMITTEE a TUP to operate the Special Event in accordance with the terms of the TUP and the following terms:

1. **Term and License Fee.** The Village authorizes the temporary, non-exclusive use of the Licensed ROW Area by PERMITTEE to operate the Special Event for the following date and **time period: Thursday, July 30, 2026 from 6:00 P.M. to 7:30 P.M. CST (the “Special Event Date”)**, provided that PERMITTEE has executed this Agreement and returned it to the Village Manager prior to the Special Event Date. **The PERMITTEE and its sponsors, volunteers, employees, contractors, subcontractors, volunteers and agents may set up the Special Event two (2) hours prior to the start of the Special Event and shall remove any structures erected pursuant to the Special Event Plan from the Licensed ROW Area no later than one (1) hour after the conclusion of the Special Event.** PERMITTEE’s use of the Licensed ROW Area shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area.
2. **Condition of Premises.** PERMITTEE accepts the Licensed ROW Area in the condition existing as of the Special Event Date. PERMITTEE acknowledges that it has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty of any kind with respect to the condition of the Licensed ROW Area. PERMITTEE acknowledges that the Village has made no representations or promises to PERMITTEE to alter, repave or otherwise improve the condition of the Licensed ROW Area.
3. **Care, Maintenance and Restoration.** PERMITTEE shall, at its own expense and at all times, be responsible for maintaining the Licensed ROW Area, as well as the areas used for activities associated with the Special Event, in good condition and free from litter and other debris generated by the Special Event. PERMITTEE shall, at its own expense, hire personnel to clean up all litter and debris from participants and attendees of the Special Event, to wash the Licensed ROW Area in order to remove any food, drink or paint residue (if necessary), and to repair or replace any damaged public property caused during the Special Event. Upon termination of this Agreement, by lapse of time or otherwise, PERMITTEE, at its own expense, shall return and restore the Licensed ROW Area to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct PERMITTEE to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area to its previous condition.
4. **Interference With Access.** PERMITTEE represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the public rights-of-way owned by the Village, the State or the County, unless the use of the public rights-of-way are expressly approved in the TUP.

5. **Assignment and Subletting.** This Agreement may not be assigned or subletted by PERMITTEE without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of PERMITTEE's unauthorized assignment or subletting, this Agreement shall immediately terminate.
6. **Village Entry and Inspection.** The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area as well as the areas used for activities associated with the Special Event, at any time and with or without prior notice, for all lawful purposes.
7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** PERMITTEE covenants and agrees as follows:
  - A. **Hold Harmless and Indemnification.** PERMITTEE agrees to protect, indemnify, save and hold forever harmless 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") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including PERMITTEE and its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public, arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
  - B. **Risk of Injury.** PERMITTEE assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may sustain arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
  - C. **Waiver of Claims.** PERMITTEE agrees to waive and relinquish any and all claims or causes of action of any kind that it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public have against the Village and the Village Affiliates arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
  - D. **Release From Liability.** PERMITTEE fully releases and discharges 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 PERMITTEE or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have or which arise out of or relate to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.

8. **Insurance.** During the term of this Agreement, PERMITTEE agrees to **have the Village and 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. PERMITTEE 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 per occurrence and \$2,000,000 general aggregate
  - B. Umbrella Coverage – \$2,000,000
  - C. Property Damage – \$500,000 per occurrence
  - D. Workers Compensation – Statutory

PERMITTEE shall furnish certificates of insurance and policy endorsements, with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “2”** attached hereto and made a part hereof. PERMITTEE 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. PERMITTEE shall also carry, during the life of this Agreement, a Workers 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.

PERMITTEE’s policy or policies of insurance shall specifically recognize and cover PERMITTEE’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by PERMITTEE shall be primary 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 PERMITTEE’s insurance.

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 PERMITTEE’s failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of PERMITTEE shall be primary to the Village’s own insurance.

9. **Alterations.** PERMITTEE shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area, which consent may be withheld in the discretion of the Village. It is expressly understood by PERMITTEE that if PERMITTEE or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public perform any alterations to the Licensed ROW Area, PERMITTEE agrees 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 PERMITTEE, the Special Event or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants 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 to the full extent possible under the provisions of **Section 7 of this Agreement** (Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification).

PERMITTEE 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 8** above.

10. **Default.** Each of the following acts or omissions of PERMITTEE or occurrences shall constitute an "Event of Default":
  - A. Failure or refusal by PERMITTEE to comply with any of the obligations of PERMITTEE set forth in this Agreement or the TUP; or
  - B. Cancellation of the Special Event without a rescheduled date(s).
11. **Village's Remedies on Default.** If PERMITTEE defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Event of Default, the Village shall give PERMITTEE written or verbal notice of such default, and if PERMITTEE does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement and the TUP. Upon termination of this Agreement or the TUP, PERMITTEE shall promptly remove its personal property, equipment and materials from the Licensed ROW Area and shall not conduct activities associated with the Special Event.
12. **Non-Waiver.** Failure by PERMITTEE or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or the TUP or to exercise any of its rights hereunder shall not waive such rights, but PERMITTEE and the Village shall have the right to enforce the terms and conditions of this Agreement or the TUP at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
13. **Attorney's Fees.** In the event any lawsuit is filed by the Village for recovery of the Licensed ROW Area, or because of any act, which may arise out of the use or possession of the Licensed ROW Area or to enforce the terms of this Agreement or the TUP, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.
14. **Notices.** Any notice which either Party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, **to Jolie, A Dress Boutique at 824 Hillgrove Avenue, Western Springs, Illinois 60558, 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.

15. **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.
16. **Right to Terminate.** The Village may suspend or terminate the operation of the Special Event or terminate this Agreement at any time and for any reason relating to the public safety or for a violation of applicable federal, state, county or Village laws, the TUP or this Agreement, upon written notice or verbal notice to PERMITTEE. In the event the Village exercises its right to terminate this Agreement, PERMITTEE agrees to restore the Licensed ROW Area to its condition as of the Special Event Date, as required by **Section 3 above**. If this Agreement is terminated by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time. Otherwise, this Agreement shall terminate at the conclusion of the Special Event, except that the release, hold harmless and indemnification provisions of **Section 7** 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 above) 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 PERMITTEE set forth in **Section 3** above (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by PERMITTEE.
17. **Compliance With Laws.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
  - A. **Certification.** Each Party and its officers, corporate authorities, employees, and agents certify that they are not barred from entering into this 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 this 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 has 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.

**B. 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 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with 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)

**C. Illinois Freedom Of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

18. **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.
19. **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 PERMITTEE 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 in evidence in any action in which the terms of this Agreement are sought to be enforced.
20. **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.
21. **Effective Date:** This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted into the first paragraph on page 1 of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this instrument as of the dates set forth below.

**VILLAGE OF WESTERN SPRINGS**

**Jolie, A Dress Boutique**

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

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

Name: Heidi Rudolph

Name: \_\_\_\_\_

Village President

Amanda Sutter, Owner

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

**Exhibit "1"**

**Temporary Use Permit  
for the 2026 Jolie Fashion Show  
(the "Special Event")**

(attached)

**Exhibit "2"**

**Insurance Certificate  
for the Special Event**

(attached)



# AGENDA ITEM SUMMARY

## BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

### AGENDA ITEM 9.A.

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** [Previously discussed] Waiver of the Bidding Process and Purchase of a Falcon Asphalt Hot Box and Recycler Trailer from Midwest Paving Equipment, Inc. (Omnibus Item)

---

### Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of the purchase of a 4-ton Falcon Asphalt Hot Box and Recycler from Midwest Paving Equipment, Inc. utilizing the Sourcewell Cooperative Purchasing Contract #050625-FRM in an amount not to exceed \$50,883.00.

### Summary

The Municipal Services Department is requesting the approval to purchase one Falcon 4-ton Asphalt Hot Box and Recycler Trailer utilizing the Sourcewell cooperative purchasing contract #050625-FRM. Procuring through Sourcewell ensures full compliance with competitive bidding requirements while leveraging nationally bid pricing that provides meaningful cost savings for the Village.

An asphalt hotbox is used by Public Works crews to keep asphalt at the proper hot temperature while transporting it to repair sites. This allows workers to make longer-lasting pothole and pavement repairs because the material stays workable. It's especially useful for patching work in colder weather or when multiple repair stops are planned.

To ensure the most competitive bidding, staff obtained three quotes from three vendors through Sourcewell Contracts for hot box trailers that ranged from 2 to 4-tons and determined the Falcon was the lowest, most cost-effective option meeting the Village's 4-ton hotbox requirement. A summary of the three vendor quotes is as follows:

Equipment	Falcon 4-ton Asphalt Hot Box	Spaulding 2-ton Jacketed Hot Box	Stepp 4-ton Hot Pack Dump Trailer
Price	\$50,833	\$50,362.50	\$57,981

Pricing for the Falcon Asphalt Hot Box and Recycler Trailer provides a 10% discount and

delivery. The hotbox will support roadway restoration efforts, primarily after watermain breaks and for in-house asphalt work. If approved, the order will be placed through Midwest Paving Equipment Co., the authorized dealer, in accordance with Sourcewell contract terms.

**Financial Impact**

The total project cost exceeds the 2026 total budget, but the existing fund can support the increase.

Account	4103310 60030	Account	4303510 62030	Account	4401515 62030
Fund	Water	Fund	Water	Fund	Water
2026 Budget	\$16,000	2026 Budget	\$16,000	2026 Budget	\$16,000

2026 budget for this item	Project Cost	\$50,833
\$48,000		

**Recommended Motion**

I move to approve the purchase of a 4-ton Falcon Asphalt Hot Box and Recycler from Midwest Paving Equipment, Inc. utilizing the Sourcewell Cooperative Purchasing Contract #050625-FRM in an amount not to exceed \$50,883.00.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

1. Resolution No. 26-\_\_\_\_ re Waiving the Competitive Bid Process and Approving and(2127871.1)
2. Falcon Contract 050625
3. Quote

**DRAFT 05.18.2026  
RESOLUTION NO. 26-????**

**VOTE:** \_\_\_\_\_  
**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**DATE:** May 18, 2026  
**OTHER:** 2/3 Majority Vote Required.

**A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BID PROCESS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONTRACT WITH MIDWEST PAVING EQUIPMENT, INC., OF ADDISON, ILLINOIS FOR THE PURCHASE OF ONE FALCON ASPHALT HOT BOX AND RECYCLER AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN THE AMOUNT OF \$50,883.00 TO PAY FOR THE PURCHASE OF THE EQUIPMENT.**

**WHEREAS**, the Village of Western Springs (the “Village”) desires to purchase a new end loader for use in relation to various Village needs (the “Goods”) and has budgeted Water and Capital funds for the purchase; and

**WHEREAS**, the Sourcewell Purchasing Cooperative (a State of Minnesota local government unit and service cooperative) has solicited competitive contractor proposals under Contract 050625-FRM for the purchase of heavy construction equipment and related attachments and technology. The Sourcewell contract that offered the best solution for the Village’s existing equipment and operations, and the most competitive pricing proposal for the Goods was Midwest Paving Equipment, Inc. of Glen Ellyn, Illinois (the “Vendor”); and

**WHEREAS**, at an open public meeting held on May 5, 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 May 11, 2026 and May 18, 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 May 18, 2026 meeting, the President and Board of Trustees accepted the Committee’s recommendation to 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 Goods, 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 Capital and 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 18th day of May, 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"**

**QUOTATION DATED MARCH 25, 2026 FROM MIDWEST PAVING EQUIPMENT, INC., OF GLEN ELLYN, ILLINOIS FOR THE PURCHASE OF ONE NEW FALCON ASPHALT HOT BOX AND RECYCLER UNDER THE TERMS AND CONDITIONS AS IDENTIFIED UNDER SOURCEWELL CONTRACT 050625-FRM**

(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 THE WAIVER OF THE COMPETITIVE BID PROCESS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONTRACT WITH MIDWEST PAVING EQUIPMENT, INC., OF ADDISON, ILLINOIS FOR THE PURCHASE OF ONE FALCON ASPHALT HOT BOX AND RECYCLER AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN THE AMOUNT OF \$50,883.00 TO PAY FOR THE PURCHASE OF THE EQUIPMENT**

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 18th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18th day of May, 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 May 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**SEAL**



**MASTER AGREEMENT #050625**  
**CATEGORY: Roadway Maintenance Equipment**  
**SUPPLIER: Falcon Road Maintenance Equipment, LLC dba Falcon Equipment Holdings, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Falcon Road Maintenance Equipment, LLC dba Falcon Equipment Holdings, LLC, 2600 W. Salzburg, Freeland, MI 48623 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
  - a. Asphalt recyclers and reclaimers, hot boxes;
  - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
  - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
  - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
  - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:  
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 insureds for losses paid under the insurance policies required by this Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:  
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

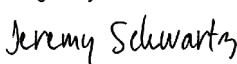
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Falcon Road Maintenance Equipment, LLC  
dba Falcon Equipment Holdings, LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 7/1/2025 | 1:59 PM CDT  
 \_\_\_\_\_

Signed by:  
  
 9E0DD298FB0D409...  
 By: \_\_\_\_\_  
 Trish Bell  
 Title: Sales Coordinator  
 Date: 7/1/2025 | 12:53 PM CDT  
 \_\_\_\_\_

# RFP 050625 - Roadway Maintenance Equipment

---

## Vendor Details

Company Name: Falcon Equipment Holdings, LLC  
Does your company conduct business under any other name? If yes, please state: Falcon Road Maintenance Equipment, LLC  
Address: 2600 W Salzburg  
Freeland, MI 48623  
Contact: Trish Bell  
Email: trish@falconrme.com  
Phone: 248-860-6064  
HST#: 47-2654196

## Submission Details

Created On: Tuesday March 18, 2025 09:04:57  
Submitted On: Monday May 05, 2025 11:52:32  
Submitted By: Trish Bell  
Email: trish@falconrme.com  
Transaction #: a0ad40cf-de09-4d6c-bb7e-6f4381ddec16  
Submitter's IP Address: 147.243.208.234

---

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Falcon Road Maintenance Equipment, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Falcon Equipment Holdings, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	650A3
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	2600 W Salzburg Freeland, MI 48623
7	Proposer website address (or addresses):	www.falconrme.com
8	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):	Trish Bell - Sales Coordinator 2600 W Salzburg Freeland, MI 48623 Trish@falconrme.com 248-860-6064
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Trish Bell - Sales Coordinator 2600 W Salzburg Freeland, MI 48623 Trish@falconrme.com 248-860-6064
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ric Simon - Vice President of Sales and Marketing 2600 W Salzburg Freeland, MI 48623 Ric@falconrme.com 248-207-1783

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
-----------	----------	------------

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Falcon was incorporated in 2004. The Company was founded by Mike Groulx who brought an extensive background in design, engineering, and production of asphalt hot boxes to the organization. Since inception, Falcon has been committed to our mission of designing and building the highest quality asphalt hot boxes and tack distributors possible while providing our dealer partners and our municipal customers with outstanding after sale support. We pride ourselves on being an organization focused on continuous innovation and we are committed to complete customer satisfaction throughout the lifespan of our products. Care for our Falcon customers and associates, care for safety, and care for the environment are also hallmarks of Falcon Road Maintenance that are evident in everything we do. Falcon intends to continue to seek opportunities to expand our product offerings to governmental agencies through organic growth or acquisitions to fill our customers' pavement rehabilitation needs.	*
12	What are your company's expectations in the event of an award?	<p>Recognizing Sourcewell as the preeminent cooperative purchasing contract, if awarded, the following are our expectations:</p> <ul style="list-style-type: none"> <li>- We expect a significant portion of our governmental sales (85 %+ of our total sales) to be sold through the Sourcewell contract.</li> <li>- We will immediately educate our dealer network on the benefits of the contract and how to properly promote and administer it.</li> <li>- We will educate government entities on the value and benefits of utilizing the Sourcewell purchasing contract.</li> <li>- We will immediately promote and market our specific products to governmental entities throughout the United States, Canada, and U.S. territories.</li> <li>- We expect to grow our sales by increased exposure to the governmental market and provide pavement maintenance products that are in demand by Sourcewell eligible agencies.</li> <li>- We expect to be a good steward of the Sourcewell contract, consistently promoting it at national and local trade shows, dealer open houses, seminars, and other customer gatherings.</li> <li>- We expect to properly monitor use of the contract and accurately report our sales within the parameters outlined in the contract.</li> <li>- We expect to participate in H2O and other Sourcewell-sanctioned events.</li> <li>- We expect to be a great partner.</li> </ul>	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The financial strength of Falcon Road Maintenance Equipment is very good. We have experienced steady growth over the years, which led to the opening of our new state-of-the-art manufacturing facility in 2019. Our municipal sales growth, and thus our financial strength, is projected to continue to climb. Cooperative sales are expected to contribute significantly to our financial growth in the coming years. See our financial outlook enclosed (Financial Strength and Stability attachment).	*
14	What is your US market share for the Solutions that you are proposing?	The hot box industry does not report sales through AEM so it is difficult to accurately report market share. However, based upon input from our vendor who supplies burners for the entire industry of hot box manufacturers, we consume well over 50% of the market for burners. Based on this information, and field surveys of the municipal customer market, we are confident that we are the industry leaders with over 60% US market share. We have consistently sold 300-400 trailer-mounted asphalt hot boxes per year for the past 12 years. Over 85% of these machines were sold to governmental agencies. Many were purchased through NJPA or Sourcewell contracts held from 2010 thru 2023. We are confident, with our recent introduction of dedicated patch trucks (late 2024), that these numbers will continue to grow.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share is in line with our US share. Based on input from TSSA, a Canadian government entity that provides certification for machines with diesel burners. They have reported to us that we are the leader of hot box sales in Canada with a 55% share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Falcon does not have any current or completed bankruptcy proceedings.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>b.) Manufacturer Falcon Road Maintenance Equipment, LLC is the manufacturer of all Falcon hot box trailers, slip-in, truck-mounted, hooklift, and Patch trucks. We are dedicated to maintaining strong relationships with our dealer partners and our internal sales and service teams. Our Internal sales team (direct Falcon employees) consists of 10 employees: 6 Regional Managers, 1 sales administrator, 1 Vice President of Sales and Marketing, and 2 marketing personnel. Our internal service force consists of 5 product support employees responsible for parts and service after-market customer support. These individuals are employees of Falcon Road Maintenance Equipment, LLC, who undergo comprehensive training and work closely with our dealer network. We sell through a dealer network that consists of 30 Dealers who cover 50 states as well as Canada. These dealer/distributors include a total of 211 Sales Representatives and 402 Service Technicians who are employees of our dealer/distributor network. We carefully select dealers that are committed to supporting our methodology, products, and high standards.</p>	*
18	<p>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.</p>	<p>We hold the following certifications:</p> <ul style="list-style-type: none"> <li>- Association of Equipment Manufacturers - This is not required but the association allows relationship building and interaction with peers in the equipment manufacturing industry.</li> <li>- North American Trailer Manufacturers – This is not required but has been a valuable resource for Falcon regarding production of our trailers.</li> <li>- Federal Motor Vehicle Safety Standards – We are regulated by FMVS standards because we produce titled vehicles.</li> <li>- Technical Safety and Standards Authority (Canada) – We are not required to, but meet these standards, and our dealer in Ontario has each machine certified by TSSA prior to delivery.</li> <li>- National Emission Standards for Hazardous Air Pollutants – We are required by the Department of Natural Resources (DNR) to record monthly the emissions that our manufacturing facility expels into the air. We meet the NES standards.</li> <li>- OSHA – We meet the required standards of this regulatory agency.</li> <li>- MIOSHA (Michigan) – We meet the required standards of this regulatory agency.</li> </ul>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Falcon Road Maintenance Equipment Company, LLC does not have any current or past debarments or suspensions.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>We have held the following awards/recognitions over the past 5 years:</p> <ul style="list-style-type: none"> <li>- Special Tribute from the State of Michigan</li> <li>- Brick Award from the Bay Area Chamber of Commerce</li> <li>- Recognition from Bay Future Inc.</li> <li>- Excellence in Safety Certificate from Great Lakes Safety Training Center</li> <li>- APWA downriver chapter member</li> <li>- Horizon Interactive Awards Gold Winner - Promotion product of service video</li> <li>- Nominated for Business Growth from Mid Michigan Manufacturing Association.</li> <li>- Recognition from Great Lakes Safety.</li> <li>- PCA certification of appreciation.</li> <li>- Pavement Maintenance Magazine: Product of the year award</li> </ul>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>88% of our sales are to the governmental sector. During the past three (3) years, we have sold 980 Falcon machines to governmental agencies (Additional document_Page 6).</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Less than 5% are sold to the education sector.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Falcon was awarded the NASPO contract during Q4 of 2023                      -2024 sales \$780,176                      Falcon held the Sourcwell contract from 2017 through Q4 of 2023                      -2022 \$2,991,034                      -2023 \$4,056,409                      -2024 \$498,827 This represents carry-over business for orders placed in 2023 before the expiration of our contract that shipped in Q1 2024                      Falcon was awarded the Buyboard contract during Q3 2023                      -2024 \$518,997                      Falcon was awarded the PCA contract during Q3 of 2023                      -2023 \$76,492                      -2024 \$839,038                      Falcon has held the Minnesota State Contract for many years                      -2022 \$239,367                      -2023 \$687,795                      -2024 \$951,228                      Falcon has held the MiDeal State contract for many years                      -2022 \$448,781                      -2023 \$1,041,556                      -2024 \$937,010                      Based on our experience, we find Sourcwell to be the easiest and most widely accepted cooperative purchasing agreement of its kind. Our intent if we are awarded a contract, is to utilize Sourcwell for as many contract sales as possible.</p>
24	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?	Falcon does not currently hold any GSA or SOSA's.

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
New York State Department of Transportation	James Heintz	716-649-5568
Rockland County Highway Department	Rick Calderone	845-222-7277
City of Hamilton, Ontario	Blair Fisher	289-260-6532

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcwell 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.	Falcon directly employs a sales team of 10 fulltime employees. This team includes 6 regional managers, 2 marketing directors, 1 sales coordinator, and 1 vice president of sales and marketing. Every member of this team receives consistant training and engages with our dealer network. These enhanced relationships allow us to deliver tailored solutions to our customers.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Falcon products are sold and serviced by our authorized dealer network throughout the United States and Canada, consisting of 30 dealers with 92 locations covering all 50 states. All Falcon dealers pass a rigorous vetting process to become a Falcon dealer. We look at market presence, company culture, complimentary product lines, ability to sell and provide service support to governmental prospects, sales force, product support team, and finacial viability. We are very proud of the Falcon dealer network and confident in its ability to promote and grow the sales and support of our products to governmental agencies throughout the United States and Canada. Attached is a map of our Falcon dealer network covering the United States and Canada. (Additional document_Page 1)
28	Service force.	Although Falcon has an internal service team, service is primarily handled by our dealer network. This includes a dealer network that covers all 50 states and Canada with a team of over 402 field service technicians throughout 92 locations. All dealer service technicians are trained and supported by Falcon employees. With a service team this large and expansive it significantly reduces downtime and enhances the customer experience.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Falcon works with a dealer network of over 30 dealer/distributors that cover all 50 states. Although the majority of sales are done directly with our dealer network, Sourcewell members can obtain quotes, send purchase orders, and get invoiced through our dealer network or Falcon direct. The process, in most cases, is as follows: Order submission: The dealer/Falcon will receive the purchase order from the Sourcewell member and follow up with an order acknowledgement. Order process: Falcon will confirm the correct pricing was utilized and turn the order over to our build team. Manufacturing process: Falcon will build the unit, inspect, and green tag the machine to prepare for shipment to the dealer. Shipment: Falcon will ship to dealer (or in some cases direct to the customer) and the dealer will then set up a delivery with in-service training for operators, mechanics, and supervisors. Invoicing: The dealer/Falcon will invoice the Sourcewell member. Reporting: Falcon will report each Sourcewell sale quarterly and pay the admin fee. We have an in-house contract specialist available to assist our dealers or end-users with anything contract related.	*
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.	Although Falcon has an internal service team, service is primarily handled by our dealer network. This includes a dealer network that covers all 50 states including Canada with a team of over 402 field service technicians throughout 92 locations. Falcon's fully staffed product support team assists authorized dealers and customers. Direct service calls to our parts and customer support departments are answered or returned the same day, without exception. Our Falcon experienced and knowledgeable product support team is available weekdays from 7am to 7pm. The Falcon hotline is available after hours or on weekends for emergency calls. The same is true for our dealer partners. The Falcon product support team works in harmony with the sales and product support staffs of our dealer network. We provide any troubleshooting and product expertise to our dealers to support their day-to-day commitment to the customer.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Falcon and our dealer network are highly committed to partnering with Sourcewell and providing top-notch pavement rehabilitation equipment and support to Sourcewell members. Our proven track record with governmental agencies and familiarity with Sourcewell contracts certainly position us well for this collaboration.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Falcon and our dealer network are highly committed to partnering with Sourcewell and providing top-notch pavement rehabilitation equipment and support to Sourcewell/Canoe members. Our proven track record with governmental agencies and familiarity with Sourcewell contracts certainly position us well for this collaboration within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We serve all geographic areas throughout the United States and Canada without exception.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All account types for all Sourcewell participating entities will have full access to any and all Falcon solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to participating Sourcewell entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extend the terms of an award to non-profit entities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
-----------	----------	------------

<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>We will market this contract in a variety of ways, across multiple channels. The goal will be to educate our market on the benefits of the Sourcewell contract and how to become a member. We will also provide information on what products are available from Falcon under the contract. Falcon will accomplish this through a comprehensive marketing strategy, including a timeline (Marketing Plan/Samples Attachment), outlined below:</p> <ul style="list-style-type: none"> <li>- Announcement to the Falcon dealer network, including dealer principals and all sales teams.</li> <li>- Direct email announcement to all of Falcon's governmental contacts (Marketing Plan/Samples attachment). Corresponding social media announcement on LinkedIn and Facebook.</li> <li>- Section on our website homepage announcing Falcon's contract award with a link to our Sourcewell page.</li> <li>- Creation of a dedicated Sourcewell page on the website that includes all relevant information and links to our contract (Marketing Plan/Samples attachment). All Sourcewell email campaigns and social posts will link to this page.</li> <li>- Google and Bing Ad campaigns expanded to include Sourcewell.</li> <li>- Creation of new Sourcewell literature (Marketing Plan/Samples attachment).</li> <li>- Sourcewell banner will be included on our email campaigns that go out to individual states each week.</li> <li>- Sourcewell will be brand-identified on digital, print ads, and literature if we receive an award.</li> <li>- Paid Linked-In campaigns launched every month (Marketing Plan/Samples attachment). Purchasing through Sourcewell will be a major topic, as we can target governmental job titles.</li> <li>- Attendance at National and Local Trade shows, where we promote the Sourcewell contract. PWX, APWA Snow &amp; Ice, Pave-X, World of Asphalt, Conexpo, DPW Summit, AORS. Falcon and our dealers participate in several local APWA, County Road Association, and Dealer Open Houses across the country annually. Sourcewell will be promoted at each of these trade shows. Sourcewell personnel (Kelly McCallister, Jed Klien, and others) who attend national and local trade shows can attest to our active participation and presence at these events.</li> </ul>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Falcon utilizes technology and data to guide us in evaluating and improving our marketing efforts. Below is a summary of how Falcon uses technology and data metrics:</p> <ul style="list-style-type: none"> <li>- Falcon monitors open rate, Click Through Rate (specifically unique CTR), and bounce rate on all of our email campaigns. This allows us to quickly make adjustments to improve our messaging. Additionally, we A/B test subject lines and content to determine what best fits our audience in different geographical locations.</li> <li>- On our paid social campaigns, we monitor different metrics based on the type of campaign. For a video campaign, we are focusing on awareness and interest so we are monitoring overall video views and average length of view. For article/document campaigns or image campaigns we are focusing on CTR and website impressions generated from the campaign.</li> <li>- Falcon has completed an SEO (Search Engine Optimization) overhaul over the last 5 years and continues to monitor our ratings regularly with our Marketing agency partner, Webstrategies. With the help of Webstrategies, Falcon completes 2 yearly website audits, which allow us to create a targeted content plan that results from continuous SEO improvement.</li> <li>- On the Falcon website, Falcon monitors scroll depth to determine how far down a specific webpage our customers view. This allows us to properly place forms and other CTA's (Call to Action) in the most optimal locations. If awarded the Sourcewell contract, Falcon would utilize this same information to ensure Sourcewell logos and information were placed properly.</li> <li>- Falcon utilizes a Customer Relationship Management system called Monday CRM to track our sales pipeline. This allows us to manage all marketing leads and calculate lead generation from each direct marketing channel as well as calculate accurate ROI.</li> <li>- Falcon has an IP targeting software installed on our website that allows us to track what entities visit our websites and their behaviors on the website. This allows us to provide leads to our sales representatives and allows us to gain further insight into customers who arrive on the site directly from an ad.</li> </ul>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, the primary role of Sourcewell in promoting an agreement arising from this RFP is to give a purchasing vehicle to Government entities that will provide access to national buying power by utilizing cooperative purchasing. Making Sourcewell contracts available to local communities saves time and money by streamlining the procurement process. Government entities can keep taxpayer money in their community by utilizing Sourcewell contracts to buy equipment and services from local dealers/contract holders. Another key role of Sourcewell is providing a path to procurement that satisfies the bid requirement. We see the role of Sourcewell is to provide the mechanism and the legal aspects of cooperative purchasing through a broad variety of contracts, and Falcon's responsibility is to promote our specific contract to all eligible entities. We expect Sourcewell to continue to expand their presence by attending National Governmental shows and continue to provide its Suppliers with a marketing platform.</p> <p>Our first and most important task will be the continuation of education to our direct Falcon sales staff and our dealer network on the benefits and ease-of-use with Sourcewell. This will be accomplished through comprehensive sales training:</p> <ul style="list-style-type: none"> <li>- Falcon provides periodic sales training to all of our dealer sales staff. Significant focus would be given to Sourcewell during this training.</li> <li>- All Falcon sales representatives are trained to ask each customer about their purchase process. These questions include: How do you plan to purchase? Are you familiar with contract purchasing? Are you familiar with Sourcewell?</li> <li>- We recommend that our dealers research whether or not a customer is a Sourcewell member before providing a quote. We ask that if they are a Sourcewell member, to include their member number on the quote.</li> </ul> <p>We will provide our sales staff with tools to help educate customers and promote the Sourcewell contract that include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Utilization of a Sourcewell specific video produced by Falcon</li> <li>- Sourcewell specific literature to explain the benefits of utilizing the contract</li> <li>- Sourcewell documents available on the Sourcewell website</li> <li>- Trade show material that includes machine magnets, flags, literature, and banners.</li> </ul>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not currently utilize an e-procurement ordering system. Falcon offers highly customizable machines in multiple sizes and configurations. As a result, it is much more conducive for customers to work directly with a licensed Falcon representative or dealer for both machine and parts sales.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	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.	<p>With the delivery of every Falcon hot box, training is standard and included free of charge. Training sessions are set up to include operators, mechanics, and supervisors. An in-depth classroom setting training takes place to review the manual and safety components. After classroom training, a walkaround is performed. The walk around session is hands on with both operators and mechanics to go over all aspects of the unit. This training usually takes place within 10 days of delivery - or when the end users time permits. This initial training can last up to 4 hours. Depending on the territory, the training is either provided by our dealer, or Falcon directly. In addition to the initial training at POS, Falcon and its dealers also offer "refresher" courses at no charge. This may be offered if the end user has a new crew, new mechanics, or if we have noticed some service issues that may be user-related. Lastly, Falcon and its dealers have an in-depth video library (Additional Document_Page 5) to help with operation and troubleshooting for both operators and mechanics. When a Falcon customer hires new operators or mechanics, online training modules are available for machine orientation and familiarization. To assist with machine maintenance, every Falcon manual lists helpful tips for suggested inspections, service, and preparation to be performed throughout the life of the Falcon unit.</p>
42	Describe in detail your 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.	<p>Falcon offers participating Sourcewell entities the strongest warranties of any of our competitors. Our standard warranty, at no additional charge to the customer, consists of the following:</p> <ul style="list-style-type: none"> <li>- Two (2) year complete machine warranty covering parts and labor.</li> <li>- Lifetime frame warranty.</li> <li>- 5-year maintenance-free combustion chamber guarantee.</li> </ul> <p>Additionally, extended warranties are available for purchase. Falcon warranty coverage is straightforward as seen by the attached warranty documents. All warranty registration and claims procedures are administered by the selling/servicing authorized Falcon dealer, making the process seamless and easy for the participating Sourcewell entity. Warranty document attached (Additional Document_Page 2)</p>

43	Describe any technological advances that your proposed Solutions offer.	<p>One of the principles that Falcon was founded on was a commitment to continuous innovation. We take pride in being the leaders in our industry from a technological advancement standpoint, including the following:</p> <p>A one-piece formed ceramic combustion chamber (U.S. Patent #8,465,225)</p> <ul style="list-style-type: none"> <li>-Provides a 92% fuel efficiency rating that has been certified by an independent third party. (See Additional document_Page 3) No one in the industry has come close to matching this fuel efficiency rating.</li> <li>-Falcon products burn less than 3 gallons of fuel per 8-hour shift.</li> <li>-This combustion chamber is virtually maintenance free compared to competitive products that require expensive annual maintenance that causes downtime and added expense to the end-user.</li> </ul> <p>VIP Voltage Indicator Protection System.</p> <ul style="list-style-type: none"> <li>-This system (U.S. Patent # 9,534,782 B2) was developed to protect the machine's burner system.</li> <li>-With a glance the system will tell the operator if they have enough of a charge in the battery to operate the machine.</li> <li>-If the battery does not have enough charge the system will protect itself from non-starts that cause maintenance problems.</li> <li>-Since the VIP was introduced in late 2014, service calls have been reduced drastically, and parts sales for burner parts have dropped dramatically.</li> </ul> <p>Falcon machines produce even hopper temperatures in its unique air-jacketed design.</p> <ul style="list-style-type: none"> <li>-Eliminates material from scorching due to hot spots.</li> <li>-Eliminates material hardening from cold spots.</li> </ul> <p>Falcon is the only manufacturer of hot boxes that can run the burner while in tow.</p> <ul style="list-style-type: none"> <li>-Due to our unique design the burner can run during transport and eliminate the risk of material cooling on the way to the job.</li> </ul> <p>All Falcon machines are designed with operator safety in mind.</p> <p>Falcon locates most frequently used operations of the machines on the curbside of the unit to keep the operators out of traffic and harm's way.</p> <p>In 2023 Falcon introduced the Digital Touchscreen ""Smart Controller"".</p> <ul style="list-style-type: none"> <li>-Building this smart controller gives the end user great technical advances, including burner diagnostics.</li> <li>-toggle between English, Spanish, and French</li> <li>-adjusting material temperature in both Celsius and Fahrenheit</li> <li>- Inspection reminders.</li> <li>- easy in the field updates when there is a program change.</li> </ul>
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Falcon has made significant strides in sustainability within our factory and sales facilities. Since the onset of Covid, we have implemented a remote work program for our administrative team, as well as a 4-day, 10-hour workweek for manufacturing during the summer months. Falcon has established both paper and plastics recycling programs, along with timed and sensor-activated lights to reduce energy consumption.</p> <p>We prioritize recycling by processing all waste materials, recycling solvents, and using non-hazardous paints. Additionally, we have partnered with Beckett burners in a remanufacturing program that allows us to recycle damaged burners effectively.</p> <p>Beyond our manufacturing facility, we are committed to educating our dealer partners and end users about reclaiming and recycling asphalt. Environmental sustainability is about preserving the natural environment. Falcon contributes to the development of environmentally sustainable communities by building asphalt road maintenance equipment that allows pavement repairs to be made with recycled asphalt. Using recycled asphalt reduces landfill use and disposal costs, conserves aggregate and petroleum resources, and eliminates the material and labor waste resulting from temporary winter repairs.</p>
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Falcon has certification from Wayne Combustion stating our fuel combustion efficiency is 92%. Documentation attached (Additional document_Page 3).</p> <p>80% of our machines are recyclable at the end of their lives.</p> <p>Our paint process uses non-hazardous paint and solvents.</p>
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>Falcon utilizes a patented combustion chamber - this seamless, ceramic-insulated combustion chamber is designed to make our machines 92% fuel efficient. The Falcon hot box uses 3 gallons or less of fuel per 8 hour shift, when compared to our competitors, that is up to a 10 gallon of fuel savings per 8 hour shift. This goes hand in hand with our thermostatically controlled design. By utilizing this system, the burner is only on when the thermocouple calls for heat; once that desired temp is reached, the burner turns off. This eliminates burning material and reduces consumption of fuel. Lastly, 80% of our machines are built with recycled material.</p>
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>Falcon solutions utilizing low-VOC and biodegradable materials to reduce environmental impact:</p> <ul style="list-style-type: none"> <li>- For customers purchasing diesel-powered machines, we recommend utilization of B5 or B20 diesel biofuel which is much cleaner than standard diesel.</li> <li>- We also offer propane-powered machines as an alternative to diesel.</li> <li>- For customers who reclaim or recycle material in a Falcon hot box, we recommend using recycled vegetable oil as an asphalt rejuvenator.</li> </ul>

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>Safety and reduced stress and strain on operators and mechanics are hallmarks of Falcon products. Our hot boxes are designed and manufactured with the comfort and safety of the operator in mind. For example, we consulted with design engineers from the automotive industry to determine the optimum height for our shovel apron and designed it to be the proper ergonomic fit for a person with a shovel, reducing back and shoulder fatigue. We also have easy-opening loading and unloading doors requiring only 15 pounds of force and designed to enhance safety and reduce fatigue on the operator. Additionally, our operator platform is the largest and safest in the industry, keeping workers out of harm's way. From a servicing standpoint, our burner system is easily accessible from ground level. All grease points can also be maintained from the ground level. Fenders, burners, tack spray systems, hoists, and all other main components of our machines bolt-on for ease of access and quick routine maintenance. We have located as many of the essential daily work components on the curbside of our machine. This attention to detail provides a safe work environment by keeping operators farther away from traffic and reducing operator fatigue by having all the working components of the machine on one side.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>Falcon is committed to educating our dealer partners and end users on safety measures. During in-service training for end users, whether conducted by Falcon or our dealers, we strongly emphasize the importance of NOT using diesel fuel to clean out the asphalt hopper. This along with other warning/safety messages are also clearly displayed on stickers placed on the exterior of our equipment.</p> <p>To further protect our operators, we have strategically located the unloading door handle on the curbside of the unit, keeping operators clear of material that can reach temperatures of up to 350 degrees when exiting the rear unloading door.</p> <p>Falcon provides various lighting packages to enhance visibility while on the road, as well as fire extinguishers mounted on trailers for easy access. Additionally, we use reflective tape around the perimeter of the hot box to ensure end users remain safe and visible, and we place warning labels around the hot box to communicate potential hazards.</p> <p>All these precautions are designed to enhance the safety of our end users. Falcon strongly recommends that all operators use personal protective equipment (PPE) as advised by safety standards, which includes gloves, boots, hard hats, and more.</p>	*
50	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?	<p>100% of our focus at Falcon is on manufacturing and supporting pavement rehabilitation products. Every aspect of our business - sales, marketing, engineering, manufacturing, parts, service, transportation, accounting, and administration is focused on being the best supplier of pavement rehabilitation products in the industry. Our focus gives us the unique ability in our space to be subject matter experts. We share our expertise with the Sourcewell participating entities to provide efficient and cost-saving solutions tailored to fit their operation. We are the only producer of asphalt hot boxes and tack spray machines to offer a full range of sizes from 2 ton to 10 ton in all types of configurations including trailers, slip-ins, hook-lifts, dedicated trucks, skid-mounts, and chassis-mounted equipment. We build standard products that fit most applications, but also build fully customized units for those who require them - no one builds more unique machines to specifically match customer needs than Falcon. We are focused on making it easy for our customers and dealer partners to do business with Falcon. Experience and being observant of the marketplace tells us that governmental agencies want to do business with Sourcewell to purchase our products. By adding the Falcon Patch Truck to our product lineup, we have enhanced our value-added opportunities Sourcewell members. The unique breadth of products Falcon manufactures and distributes through its expansive dealer network provides a unique and first-class experience to the Sourcewell members.</p>	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Documentation attached under WMBE/MBE/SBE or Related Certificates
52		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Texas Tooling
53		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Haaker Equipment Co.
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
57		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Stinson Equipment
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
59		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Richmond Machinery

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	Payment terms are NET 30 days. We accept checks, cash, wire, and P-card
61	Describe any leasing or financing options available for use by educational or governmental entities.	In the past Falcon has worked with Chris Canavati and his team at NCL Government Capital to offer leasing and finance options to all Sourcwell participating entities. We look forward to expanding these offerings through NCL if we are awarded a contract and will educate our Regional Managers and dealers on the available leasing and finance options. In addition our dealer network also have access to local leasing and financing options.
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Falcon and our Dealer network quotes include the Sourcwell contract number on the quote. When an order is secured, the Sourcwell member number is included. Our dealer/distributor partners also include Sourcwell contract numbers and member numbers on their documentation. Sample of quote included (Standard Transaction Document Sample).
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Falcon does accept the P-card, there is a 3% fee to the end user.

64	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.	Falcon is offering all Sourcewell members in both the United States and Canada a fixed discount off the list price. 10% discount off list price Additional volume discount of 3% available for 5 or more units.  Pricing is attached and includes: List Price Sourcewell member discounted price Additional volume discount Available options and accessories	*
65	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.	The pricing submitted offers a discount of 10% off list price for Falcon product and options. We do not offer a greater discount to any other entity.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Falcon is proposing an additional discount of 3% on all transactions of 5 units or more. We do not have a rebate program, but our volume discounts ensure substantial savings.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Our dealer network carry multiple lines related to our product. If a Sourcewell member chooses to include these products they will be handled as open market, will not exceed MSRP and identify delivery, or freight charges clearly.	*
68	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.	All costs associated with our equipment are included in the pricing sheet submitted for this RFQ. Falcon does not charge additional fees for pre-delivery, installation, training, etc.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide freight at a \$3.50/mile FOB Freeland, MI (\$5.00/mile FOB Freeland, MI on Patch Trucks). This is an additional cost to the Sourcewell member and is quoted upfront. Falcon freight pricing is simply a pass through cost based on the national average. In the situation of a multiple-unit order, we will shop for better pricing and pass that on to the end user. In addition, our dealer/distributors may handle the cartage, however, it never exceeds the \$3.50/ mile cost.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Falcon has dealers in Alaska, Hawaii, and Canada. In these cases, Falcon delivers to a port, and our distributor arranges transportation from there. Freight costs are quoted at the same time the equipment is quoted. Regardless of the destination, the end user always has the option to set up their own delivery at which point Falcon, or our dealer would not invoice for freight charges.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network stocks Falcon products in their local territories. It is not unusual for an order to be fulfilled with immediate availability from dealer inventory.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Falcon has a very systematic process for verifying compliance when it comes to Sourcewell purchases. Sales administration provides and reviews each quote request against contract pricing. We confirm Sourcewell contract number is on each quote. Falcon Regional managers confirm the accuracy of the quote before passing it to the dealer or Sourcewell member. Dealers must do a mandatory submission to Falcon of all Sourcewell sales (even out of their stock). Final audits are performed prior to invoicing. We perform a monthly audit of all Sourcewell sales. We perform quarterly compiling and reporting of Sourcewell sales to Sourcewell. We perform a customer satisfaction survey that is shared with appropriate Falcon personnel.	*

73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Falcon tracks a number of metrics daily in a real-time, live report called "Monday". We have a dashboard on Monday that provides metrics for several KPI's including PO's received, machines shipped and invoiced, sold by, sold thru contract, contract name (ie, MN State Contract, MI-Deal State Contract, Sourcewell). At any moment, we have access to MTD and YTD results of the contract. It is closely monitored regularly by senior management and shared with our Regional Management team. We set monthly and annual sales goals that are tracked diligently each month. We hold a monthly senior management review of our financial performance, comparing actual to budget. Contract sales, among other critical KPI's, are reviewed during this monthly meeting.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Falcon will pay Sourcewell 1% of the end users' Sourcewell pricing (not including freight).	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered is as good as or better than pricing typically offered through existing cooperative contracts.

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>For over 20 years, Falcon has established itself as the industry leader in manufacturing and distributing asphalt hot boxes. Asphalt patching is essential in maintaining roadways, parking lots, and other paved surfaces. We believe that when repairing roads, the right equipment matters, and our customers agree. That is why our machines are used by thousands of local and state agencies as well as many contractors across the United States and Canada.</p> <p>Falcon manufactures machines from 2 tons of asphalt capacity to the industry's only 10-ton asphalt hot box. We offer many configurations of machines, including trailer mounts, slip-ins, truck mounts, and our new dedicated asphalt patch truck. All these variations ensure that Sourcewell members get the right machine to fit their operation. Attachment provided (Additional document Page 4).</p> <p>Falcon hot boxes and recyclers give unparalleled versatility. Users can transport cold mix, keeping it warm during the winter months and making it easier to work with. It can transport hot mix and keep it hot all day, and can hold hot mix overnight, keeping it warm for up to 72 hours. Users can also reclaim unused hot mix, eliminating the waste of good material, and recycle asphalt chunks and millings. This makes Falcon the most versatile machine available for pavement preservation.</p> <p>In addition to new equipment, Falcon and our dealers/distributors offer used Falcon equipment, which undergoes inspection and a renew process certified to meet all performance standards.</p>
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Asphalt Maintainer: Heats cold mix, keeps hot mix warm, keeps material warm overnight</p> <p>Asphalt Reclaimer/Recycler: Recycles asphalt chunks, rap, and millings, Reclaims virgin uncompressed asphalt cookies</p>

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
-----------	------------------	-----------	----------

78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trailers: 2 Ton, single burner, non-dump, diesel or propane, air or oil jacket 2 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, single burner, non-dump, diesel or propane, air or oil jacket 3 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 3 Ton, dual burner, dump, diesel or propane, air or oil jacket 4 Ton, single burner, non-dump, diesel or propane, air or oil jacket 4 Ton, single burner, dump, diesel or propane, air or oil jacket 4 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 4 Ton, dual burner, dump, diesel or propane, air or oil jacket 6 Ton, dual burner, dump, diesel or propane, air or oil jacket Slip-in's: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Hook-Lifts: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Dedicated Patch Trucks: 2 Ton, low-profile, dedicated patch truck 2 Ton, dedicated patch truck 3 Ton, dedicated patch truck 4 Ton, dedicated patch truck 6 Ton, dedicated patch truck 8 Ton, dedicated patch truck 10 Ton, dedicated patch truck
----	---------------------------------------------	------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trailers: 2 Ton, single burner, non-dump, diesel or propane, air or oil jacket 2 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, single burner, non-dump, diesel or propane, air or oil jacket 3 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 3 Ton, dual burner, dump, diesel or propane, air or oil jacket 4 Ton, single burner, non-dump, diesel or propane, air or oil jacket 4 Ton, single burner, dump, diesel or propane, air or oil jacket 4 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 4 Ton, dual burner, dump, diesel or propane, air or oil jacket 6 Ton, dual burner, dump, diesel or propane, air or oil jacket Slip-in's: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Hook-Lifts: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Dedicated Patch Trucks: 2 Ton, low-profile, dedicated patch truck 2 Ton, dedicated patch truck 3 Ton, dedicated patch truck 4 Ton, dedicated patch truck 6 Ton, dedicated patch truck 8 Ton, dedicated patch truck 10 Ton, dedicated patch truck	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
81	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - 2025 SOURCEWELL MEMBER PRICING.pdf - Wednesday April 30, 2025 09:01:01
  - [Financial Strength and Stability](#) - BANK REF WITH FINANCIAL OUTLOOK.pdf - Tuesday April 29, 2025 13:21:55
  - [Marketing Plan/Samples](#) - Falcon Sourcwell marketing samples with timeline.pdf - Monday May 05, 2025 07:01:31
  - [WMBE/MBE/SBE or Related Certificates](#) - VALUE ADD DOCUMENTATION.pdf - Tuesday April 29, 2025 13:34:59
  - [Standard Transaction Document Samples](#) - SOURCEWELL SAMPLE QUOTE.pdf - Wednesday April 30, 2025 09:07:20
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Falcon additional documentation Pages 1-6.pdf - Monday May 05, 2025 09:01:32

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Trish Bell, Sales Coordinator, Falcon Road Maintenance Equipment, 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 obligations contemplated in the solicitation proposal.

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.

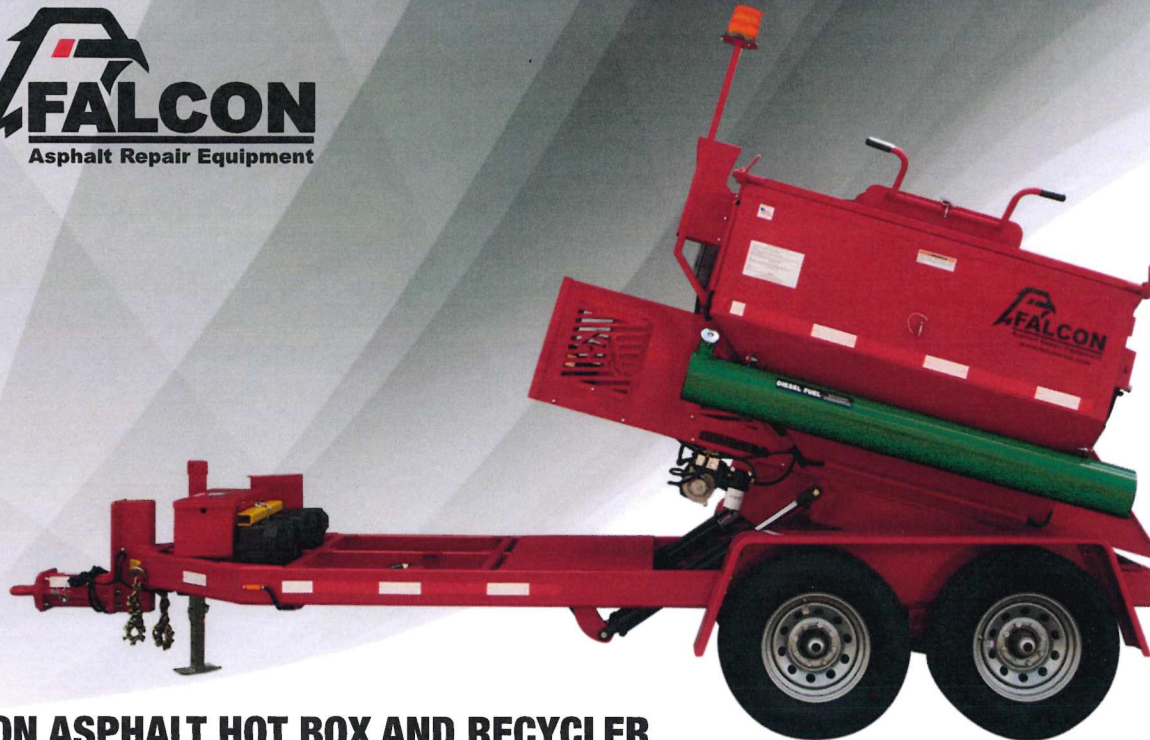
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Roadway_Maintenance_Equipment_RFP050625</b> Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Roadway_Maintenance_Equipment_RFP 050625</b> Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1



## **Falcon Road Maintenance Equipment, LLC #050625-FRM**

Pricing for contract #050625-FRM offers Sourcewell participating agencies the following discounts:

- 10% discount off current MSRP on all products except chassis.
- Additional 3% discount is available for orders of five (5) or more units, excluding chassis.



## 4 TON ASPHALT HOT BOX AND RECYCLER

### STANDARD:

- Battery charger package
- Automatic temperature control
- VIP technology
- One piece ceramic combustion chamber (diesel)
- Diamond tread plate hopper access platform
- Heated shoveling platform
- 12 volt deep cycle batteries
- Conspicuity tape

### OPTIONS:

- Hydraulic dump function
- Dual burner recycling package
- Hydraulic loading and unloading doors
- LED light upgrades including LED arrow board
- 30 gallon tack tank with spray system and hose reel
- Basket for mounting compactor
- Wash-down system
- 24-hour or 7-day timer
- Short frame - 14'
- XL frame - 18', 20'
- Electric overnight heat
- Hoist - manual or electric
- Tire upgrade
- Propane torch with bracket
- Other customizable options available

Falcon hot boxes and recyclers give you unparalleled **versatility**. You can **transport cold mix**, keeping it warm during the winter months and making it easier to work with; you can **transport hot mix and keep it hot all day**; and you can **hold hot mix overnight**, keeping it warm for up to 48 hours. You can also **reclaim unused hot mix**, eliminating the waste of good material, and you can **recycle asphalt chunks and millings**. All of this makes Falcon the most versatile machine you can buy for pavement preservation.

All Falcon machines are built with pride in Michigan and come with the following standard features: **patented heat management system** featuring a 5-year maintenance-free combustion chamber, **large unloading door** for easy access, **patented VIP system** to eliminate damage from low voltage, a **2-year machine warranty and lifetime frame warranty**, an emphasis on **curbside safety** and easy platform work surfaces, and a durable and **reliable dump system**.

### THE FALCON ADVANTAGE



Large Unloading Door  
For Easy Access



Patented Heat  
Management System



Platform For Safe, Easy  
Hopper Access



Patented VIP - Low  
Voltage Shutdown



Dump System - Pivot  
Point & V-Body



Lifetime Frame  
Warranty

#### Falcon Asphalt Repair Equipment

2600 W. Salzburg Rd.  
Freeland, MI 48623  
sales@falconrme.com

Phone: (989) 495-9332  
Fax: (989) 495-9342  
www.falconrme.com

[WWW.FALCONRME.COM](http://WWW.FALCONRME.COM)



Midwest Paving Equipment, Inc.  
 PO Box 2387  
 Glen Ellyn, IL 60138-2387 US  
 (630)453-0772

Midwest Paving Equipment, Inc.

## Estimate

**ADDRESS**

Western Springs  
 740 Hillgrove Avenue  
 Western Springs, IL 60558

**SHIP TO**

Western Springs  
 740 Hillgrove Avenue  
 Western Springs, IL 60558

**ESTIMATE # 1939**

**DATE 03/25/2026**  
**EXPIRATION DATE 05/25/2026**

ACTIVITY	QTY	RATE	AMOUNT
<b>5D4TT</b> 4-Ton Falcon Asphalt Recycler & Hot Box Trailer	1	38,908.00	38,908.00
Dual 12-Volt Batteries Triple Wall Construction and Fully Insulated Falcon Smart Controller 7 Day timer, Fuel Gauge, Voltage Gauge, Hour Meter Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Dump Box (12-Volt Electric Over Hydraulic) Single diesel burner Standard frame – 16' LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Strobe Warning Light LED night work lights Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder – 3 position Release Agent Basket Step (to Hopper Access Platform)			
<b>Paint</b> Color Falcon Red, Falcon Orange, Falcon Yellow, or Black	1	0.00	0.00
<b>Trailer Plug</b>	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)			
<b>Freight</b> Freeland, MI to Western Springs, IL	1	1,057.00	1,057.00
<b>Warranty</b> Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
<b>Falcon CCMFG</b> 5 Year Combustion Chamber Maintenance Free Guaranty	1	0.00	0.00
<b>Manual</b> Operator, Parts and Service Manual (Electronic)	1	0.00	0.00
<b>Training</b> On-site Operation and Service Training	1	0.00	0.00
<b>Options</b>	1	0.00	0.00
<b>NJP0014</b> Oil Jacketed Hopper Wall - (2-4 Ton Hopper Capacity)	1	5,094.00	5,094.00
<b>NJP0099Y</b> Round sovent tank 13.5" diameter 16" tall for shovels	1	498.00	498.00
<b>NJP0099Z</b> Tread Plate for open Floor Extension	1	286.00	286.00
<b>NJP1099A</b> Shovel Clip (Stainless Steel) Mounted on hopper angled wall curbside.	1	275.00	275.00
<b>NJP0099X</b> Hydraulic Swing out Plate Compactor Lift Mounted Front Curb Side. (500# Capacity)	1	4,765.00	4,765.00
<b>Why a FALCON?</b> Why Falcon? It's Versatile • Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings) • Transport asphalt and keep it hot all day and hold it overnight • Heat and re-heat cold patch It's Cost-Effective • When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed • When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement • Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift  It's Reliable • VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage • A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported • Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots • Standard 2-year machine warranty and lifetime frame	1	0.00	0.00

ACTIVITY

QTY

RATE

AMOUNT

warranty  
It's a Falcon

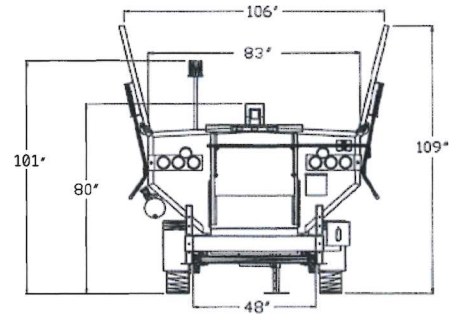
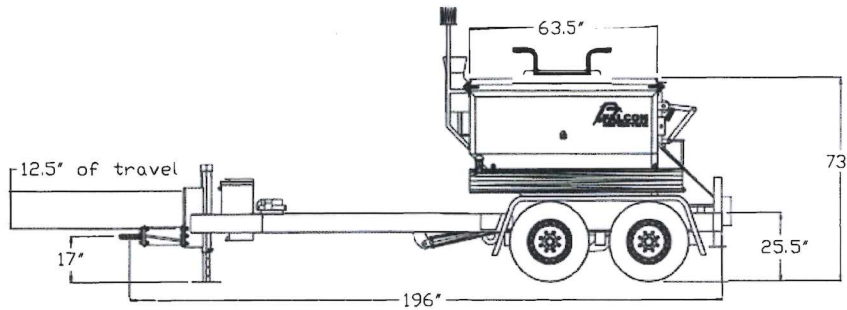
\*\*\* Prices are Sourcewell Contract # 050625-FRM  
\*\*\* Leadtime is currently running 60 to 90 Days

.....  
SUBTOTAL 50,883.00  
TAX 0.00  
TOTAL **\$50,883.00**

Accepted By

Accepted Date

# 4 TON ASPHALT HOT BOX AND RECYCLER



<b>Type</b>	<b>4 Ton Trailer</b>
Capacity	8,000 lbs of material
Base Weight	4,480 lbs
Weight loaded with material	12,480 lbs
GVWR	14,000 lbs
Fuel Source	Diesel
Fuel Capacity	15 gallons on dump box - 18 gallons on fixed trailer
Burner Type	105,000 BTU Diesel Beckett burner w/electronic spark ignition
Number of burners	1 or 2
Unloading door	Insulated guillotine, 18"Hx33" W
Loading doors	Manual 63"L x 41"W
Hopper opening	106" - doors open
Width	83"
Length	16'
Height	73"
Construction	Triple wall insulated – air jacketed
	10 gauge capping channel and corner molding
	Hopper floor 1/4" steel
	Wiring is external to hopper
Axles	Tandem slipper leaf spring
Tires	8-bolt wheels w/9x16" tires
Brakes	4 wheel electric brakes with safety breakaway
Hitch	Pintle eye
Paint	Blasted and painted with two coats of epoxy primer and urethane finish
Frame	2"x6"x1/4" tubular steel frame with boxed-in and enclosed gussets
Asphalt repair areas	9'x9'x4" depth (80 potholes 1'x1'x4" depth)
Warranty	2 year machine warranty, 5 year maintenance free combustion chamber, lifetime frame warranty

**Falcon Asphalt Repair Equipment**  
 2600 W. Salzburg Rd.  
 Freeland, MI 48623  
 sales@falconrme.com

Phone: (989) 495-9332  
 Fax: (989) 495-9342  
 www.falconrme.com

**WWW.FALCONRME.COM**



# AGENDA ITEM SUMMARY

## BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

### AGENDA ITEM 9.B.

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** [Previously discussed] Contract with Wachs Water Services for Valve Exercising and Condition Assessment Project (Omnibus Item)

---

### Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a contract Xylem Dewatering Solutions Inc., doing business as Wachs Water Services, for the Valve Exercising and Condition Assessment project for an amount not to exceed \$30,000.

### Summary

The Municipal Services Department is responsible for operating and maintaining 625 water valves and 52 miles of watermain lines. Current operations only allows for the operation of valves (exercising) on an as-needed basis —primarily during emergency watermain breaks. The Village is aware there are several valves that require repair, but it does not have the full scope of condition of each valve. The Village is working to establish a multi-year program, completed over the course of three (3) years, in which approximately 209 valves will be exercised and assessed annually.

To assist with the establishment of this program, the Village issued a Request for Proposals (RFP) on March 12, and on April 6, received a total of two (2) proposals. A summary of the submittals is as follows:

	Wachs Water Services		M.E. Simpson Co., Inc.	
Units	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price
209 Valves	\$ 60.00	\$ 12,540.00	\$ 94.00	\$ 19,646.00
	Total Cost	\$ 12,540.00		\$ 19,646.00

After receiving the proposals, staff from the Village Manager's Office and Municipal Services reviewed each proposal based on the following criteria:

1. Project Approach and Understanding
2. Qualifications and Experience of the Project Manager and Field Technicians
3. Contractor Qualifications and Municipal Experience for Similar Projects
4. Equipment
5. Pricing

It is important to note that because this was a Request for Proposal (RFP), the contractors were not selected or judged based solely on the proposal pricing; however, it was a consideration in the scoring process. Staff reviewed and scored on relevant experience, customer service approach, work quality for prior clients as noted by references. Wachs Water Services was the unanimous selection for recommendation to the Board. The Village does not have previous experience working with Wachs Water Services, however the reference checks emphasized Wachs exceptional service, work quality, and communications. Wachs Water Services has indicated that they will be able to perform the work in accordance with the project requirements and scope.

The FY2026 budget included \$100,000 for this project which includes funds for any repairs or additional maintenance of the valves. Village staff is recommending awarding a total of \$30,000 for this project based on pricing received and to account for incidentals, such as the locating or mapping of missing valves and traffic control.

**Financial Impact**

Account 4303510 62020  
 Fund Water Fund  
 2026 Budget \$100,000  
 Project Cost Not to Exceed \$30,000

**Recommended Motion**

I move to approve a contract with the Xylem Dewatering Solutions Inc., doing business as Wachs Water Services, for the multi-year Valve Exercising and Condition Assessment program for an amount not to exceed \$30,000 per year.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

1. Resolution No. 26-\_\_\_\_\_ re Awarding and Approving Vendor Contract with Xylem Dewatering Solutions Inc dba Wachs Water Services
2. Western Springs Signed Contract May 2026



**DRAFT 05.18.2026**  
**RESOLUTION NO. 26-**

**VOTE:**  
**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**DATE:** May 18, 2026  
**OTHER:** None.

**A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO BE ENTERED INTO BETWEEN THE VILLAGE OF WESTERN SPRINGS AND XYLEM DEWATERING SOLUTIONS, INC., DOING BUSINESS AS WACHS WATER SERVICES OF MOKENA, ILLINOIS FOR THE VALVE EXERCISING AND CONDITION ASSESSMENT PROGRAM AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000.**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (“Village Board”) desires to hire a qualified firm to perform exercising and condition assessment of the water valves connected to the Village’s water system (the “Services”); and

**WHEREAS**, the Village received proposals until April 6, 2026 at 3:00 PM central time and subsequently reviewed all the proposals; and

**WHEREAS**, Village staff reviewed the submittals and unanimously agreed Xylem Dewatering Solutions, Inc., doing business as Wachs Water Services submitted the strongest proposal and can perform the Services for an amount not to exceed \$30,000 using Water Funds; and

**WHEREAS**, at an open public meeting held on May 5, 2026, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the terms of the Services, the Contract, 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 Contract; and

**WHEREAS**, at its May 11, 2026 and May 18, 2026, Regular Village Board Meetings, the President and Board of Trustees of the Village reviewed discussed the terms of the Services, the Contract, and received input from the Village staff, and provided an opportunity for input from the public. At its May 18, 2026, Regular Village Board Meeting, the President and Board of Trustees accepted the Committee’s favorable recommendation to award the contract for the performance of the Services to the Contractor and authorize and approve such Contract (the “Contract”) with the Contractor for the completion of the Services (a copy of the Contract is attached hereto as **Group Exhibit “A”** and incorporated herein); and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs and the Contractors have the authority to approve and enter into the attached 2025 Agreements, pursuant to Article VII, Section 10(a) of the Constitution of the State of Illinois of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), including Section 8-1-7(b)(2) (Contracts) (65 ILCS 5/8-1-7(b)(2)), and find that it is in the best interests of the Village and its residents, business owners, and visitors 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 Agreements and Other Related Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of a contract (the "Contract"), 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, for the purpose of accepting the proposal submitted by Xylem Dewatering Solutions, Inc., doing business as Wachs Water Services, to hire the Contractor to complete the Project. 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 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 18th day of May, 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

**Group Exhibit "A"**

**Contract to be Entered Between  
the Village of Western Springs and Xylem Dewatering Solutions, Inc.,  
d/b/a Wachs Water Services of Mokena, Illinois for the Valve Exercising and Condition Assessment  
Program**

(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 attached hereto 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 MASTER SERVICE AGREEMENTS BETWEEN THE VILLAGE OF WESTERN SPRINGS AND XYLEM DEWATERING SOLUTIONS, INC., DOING BUSINESS AS WACHS WATER SERVICES OF MOKENA, ILLINOIS FOR THE VALVE EXERCISING AND CONDITION ASSESSMENT PROGRAM AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS TO PAY FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED \$30,000.**

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 18th day of May, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 18th day of May, 2026.

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Western Springs this \_\_\_\_ day of May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

[Seal]

**VENDOR CONTRACT FOR  
GOODS, SUPPLIES AND SERVICES**

**(Contractor: Xylem Dewatering Solutions Inc., d.b.a Wachs Water Services of Mokena, IL)**

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 Xylem Dewatering Solutions Inc., d.b.a Wachs Water Services of Mokena, IL (the "Vendor"), and is dated as of \_\_\_\_\_, 20\_\_\_\_. 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 April 6, 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 **60 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, 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: \_\_\_\_\_, 2026.

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2026.

**VENDOR: Xylem Dewatering Solutions Inc.,  
d.b.a Wachs Water Services**

By: \_\_\_\_\_  
Name: JOSHUA ALLEN  
Authorized Corporate Officer

Date: MAY 13, 2026.

**NOTARY PUBLIC**

By: Tracy Leane Miller

Date: may 13, 2026.

**SEAL / STAMP**



Exhibit "A"

Vendor's Invoice, Purchase Order or Agreement  
(Invoice or Purchase Order No. XX-XXX)

(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  
Xylem Dewatering Solutions d.b.a.  
Wachs Water Services  
9661 194<sup>th</sup> Pl.,  
Mokena, IL 60448

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 Xylem Dewatering Solutions dba Wachs Water Services** 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 \_\_\_\_\_, 2026.

Commission expires \_\_\_\_\_, \_\_\_\_.

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



# AGENDA ITEM SUMMARY

## BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

### AGENDA ITEM 9.C.

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** [Previously discussed] Professional Services Agreement with Robinson Engineering for the 2026 Sanitary Sewer Televising Review (Omnibus Item)

---

### Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a Professional Services Agreement with Robinson Engineering Ltd. to provide services related to the 2026 sanitary sewer televising review for an amount not to exceed \$30,990.

### Summary

Attached is a proposal from Robinson Engineering, Ltd., to provide closed-circuit televising (CCTV) review for approximately 68,100 linear feet of previously televised sewer lines through the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood subdivisions.

As part of this proposal, Robinson Engineering would provide the following scope of services:

- CCTV Data Review and Recommendations                      \$27,240
- Project Management                                                              \$3,750

The Village contracts for CCTV to assess the structural condition of the sewer system as part of an ongoing maintenance and repair program, with the firm providing cost repair estimates for future capital and financial planning.

Although the project is slightly over budget (\$990), staff estimates that the impacted accounts will remain under-budget by year-end.

### Financial Impact

Account	4402515	Account	4402525
62025		62025	
Fund	Sewer	Fund	Storm
2026 Budget	\$15,000	Water Utility	
Project Cost	\$15,495	2026 Budget	\$15,000

Project Cost \$15,495

**Recommended Motion**

I move to approve a Professional Services Agreement with Robinson Engineering Ltd. to provide services related to the 2026 sanitary sewer televising review for an amount not to exceed \$30,990.00.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

1. Resolution No. 26-\_\_\_\_ re Approval and Authorization of PSA with Robinson Engineering for Sanitary Sewer Televising Review (BOT
2. Western Springs - 2026 CCTV Review Services Proposal
3. Group Exhibit A Part 2 of 2 --Rider to PSA with Robinson Engineering for 2026 Sanitary Sewer Televising Review

**DRAFT 5.18.26  
RESOLUTION NO. 26-????**

**VOTE:**  
**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**DATE:** May 18, 2026  
**OTHER:** \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF  
WESTERN SPRINGS AND ROBINSON  
ENGINEERING, LTD. OF FRANKFORT, ILLINOIS  
FOR THE 2026 SANITARY SEWER TELEVISIONING  
REVIEW IN AN AMOUNT NOT TO EXCEED  
\$30,990.**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (“Village” or “Village Board”) and Robinson Engineering, Ltd. of Frankfort, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for the 2026 Sanitary Sewer Televising Review (collectively, the “Services”) and its Exhibit “1” entitled “Rider To Professional Services Agreement Between The Village Of Western Springs and Robinson Engineering, Ltd. in Regard to Professional Services Agreement for the 2026 Sanitary Sewer Televising Review,” copies of which are attached hereto as **Group Exhibit “A”** and made a part hereof (collectively the “PSA”); and

**WHEREAS**, the Services to be performed will include review of closed circuit televising (CCTV) of approximately 68,100 linear feet of previously televised sewer lines through the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood subdivisions, provide recommendations for repairs, and as described in detail in **Group Exhibit “A”**; and

**WHEREAS**, pursuant to the Engineer’s proposal, the fee to perform the Services is a “not-to-exceed” fee of \$30,990. The Engineer’s fee will be paid from the Village’s Referendum Funds and/or other available Village funds; and

**WHEREAS**, at an open public meeting held on May 5, 2026, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed 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 May 11, 2026 and May 18, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its May 18, 2026 Regular 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 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 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 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 Contract and Other Related Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for the 2026 Sanitary Sewer Televising Review (“Services”) and its Exhibit “1” entitled “Rider To Professional Services Agreement Between The Village Of Western Springs And Robinson Engineering, Ltd. in Regard to Professional Services Agreement for the 2026 Sanitary Sewer Televising Review” (collectively the “PSA”), substantially in the form attached hereto as **Group Exhibit “A”**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute the final version of the PSA, and to execute such other documents as are necessary to fulfill the Village’s obligations under the PSA.

**Section 3: Approval of Financial Obligations and Other Necessary Actions.** The President and Board of Trustees further approve and authorize the expenditure of Village Water/Sewer Funds, and/or other available funds to pay for the Village’s financial obligations under the PSA, 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 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 a certified copy of this Resolution and an executed version of the attached PSA to the Engineer for record retention purposes.

**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 18<sup>th</sup> day of May, 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"**

**Professional Services Agreement  
Between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois  
for the 2026 Sanitary Sewer Televising Review**

**Exhibit "1"**

**Rider To Professional Services Agreement  
Between the Village of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois  
for the 2026 Sanitary Sewer Televising Review**

(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 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND ROBINSON ENGINEERING, LTD. OF FRANKFORT, ILLINOIS FOR THE 2026 SANITARY SEWER TELEVISIONING REVIEW IN AN AMOUNT NOT TO EXCEED \$30,990.**

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 18<sup>th</sup> day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18<sup>th</sup> day of May, 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 May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**SEAL**

April 1, 2026

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

Attn: Matthew Supert, Director of Municipal Services  
Village of Western Springs

RE: **Proposal for Professional Engineering Services for 2026 Sanitary Sewer Televising Review  
For Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions**

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to provide professional engineering services related to the sanitary sewer televising project for the Village of Western Springs' sanitary sewer collection system. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: 1. Project Overview, 2. Scope of Services, 3. Proposed Project Schedule, 4. Items Requested from the Village, 5. Payment Terms, 6. Standard Terms and Conditions and 7. Basin Exhibit.

## 1. PROJECT OVERVIEW

Western Springs is interested in moving forward with closed-circuit televising (CCTV) review for approximately 68,100 linear feet of previously televised sanitary sewer lines, that are located in the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions. These sewers range in size from 6-inch to 60-inch and carry wastewater to the Metropolitan Water Reclamation District (MWRD) interceptor sewers, as depicted on the attached exhibit.

The overall goal of the project is to assess the structural condition of this asset as part of an ongoing maintenance and repair program. REL will assist the Village in accomplishing this goal by reviewing the collected data to identify sewer defects and determine the most cost-effective repairs.

## 2. SCOPE OF SERVICES

**A. CCTV Data Review and Recommendations:** REL will provide sewer televising review by a NASSCO, PACP certified reviewer for approximately 68,100 linear feet of sanitary sewer lines, that are located in the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions. CCTV data review will identify deficiencies and provide overall rehabilitation recommendations and cost estimates for repairs. These deficiencies will be incorporated into GIS and displayed on recommended work plan maps for CIPP lining, grouting, T-lining, and point repairs. All recommended sewer repairs will be provided to the Village in GIS deliverables, maps, and summary tables detailing estimated costs for work recommended.

**B. Project Management and Meetings:** In addition to the project planning kick-off meeting, REL will provide project management for the duration of the project and attend additional meetings with the Village as needed throughout the duration of the project.

**3. PROPOSED PROJECT SCHEDULE**

Services will begin upon execution of this proposal, which is anticipated for (+/- April 27, 2026). Schedule for the services are as follows:

<u>Sequence</u>	<u>Task</u>	<u>Start Date</u>	<u>Target End Date</u>
A.	CCTV Data Review and Recommendations	1-May-26	30-Sep-26
B.	Project Management and Meetings	1-May-26	30-Sep-26

**4. ITEMS REQUESTED FROM THE VILLAGE**

- Any updates to GIS data files for sanitary sewers, manholes, lift stations and force mains
- Any previous inspection data from the sanitary sewer lines
- Previously collected CCTV data

**5. PAYMENT TERMS**

For the above scope of services REL will invoice the Village on a Lump Sum basis, by the percentage complete for each task, as detailed below.

<u>Task</u>	<u>Description</u>	<u>Cost</u>
A.	CCTV Data Review and Recommendations	\$27,240
B.	Project Management and Meetings	\$3,750
<b>Totals</b>		<b>\$30,990</b>

**6. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

**7. BASIN EXHIBIT**

The Basin Exhibit for this proposal is attached hereto and incorporated herein.

April 1, 2026  
Proposal for Professional Engineering Services for 2026 Sanitary Sewer Televising Review  
For Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at [joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com) if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,



Joseph Sullivan  
I&I Department Manager  
(630) 346-2877  
[joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com)

U:\Sullivan\\_PROPOSALS\Western Springs\2026 Cleaning & Televising Review\Western Springs - 2026 CCTV Review Services Proposal.docx

xc: Christopher Breakey, Superintendent of Public Works, Village of Western Springs  
Jeff C. Pintar, PE, CFM, Director of Municipal Services, Robinson Engineering Ltd.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

\_\_\_\_\_  
Printed Name, Title

# ROBINSON ENGINEERING, LTD (“REL”) STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions (“Agreement”).

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL’s services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client’s consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute REL’s estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL’s compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL’s services is impaired, or REL’s services are delayed or suspended, then the time for completion of REL’s services, and the rates and amounts of REL’s compensation, shall be adjusted equitably.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL’s scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL’s services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL’s independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL and REL’s independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and REL’s independent professional associates or consultants either before or after the termination date.

**OPINION OF PROBABLE COSTS** – REL’s opinions of probable Construction Cost (if any) are to be made on the basis of REL’s experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

**REUSE OF PROJECT DOCUMENTS** – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client’s sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL’s independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, control, or have authority over any contractor’s work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor’s furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project. If applicable, the Client shall ensure that REL and REL’s independent professional associates or consultants are named on any contractor’s General Liability Policy on a primary and non-contributory basis using ISO Endorsements CG 2010 or CG 2037.

**LIMITATION OF LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL’s independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL’s insurers or in settlement or satisfaction, in

Client’s Initial: \_\_\_\_\_

Date: \_\_\_\_\_

whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**INDEMNIFICATION** – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

**MUTUAL WAIVER** – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Will County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - 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 Client and REL, who 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.

**STATUTE OF LIMITATIONS** – 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 to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**DIGITAL TRANSMISSIONS** – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

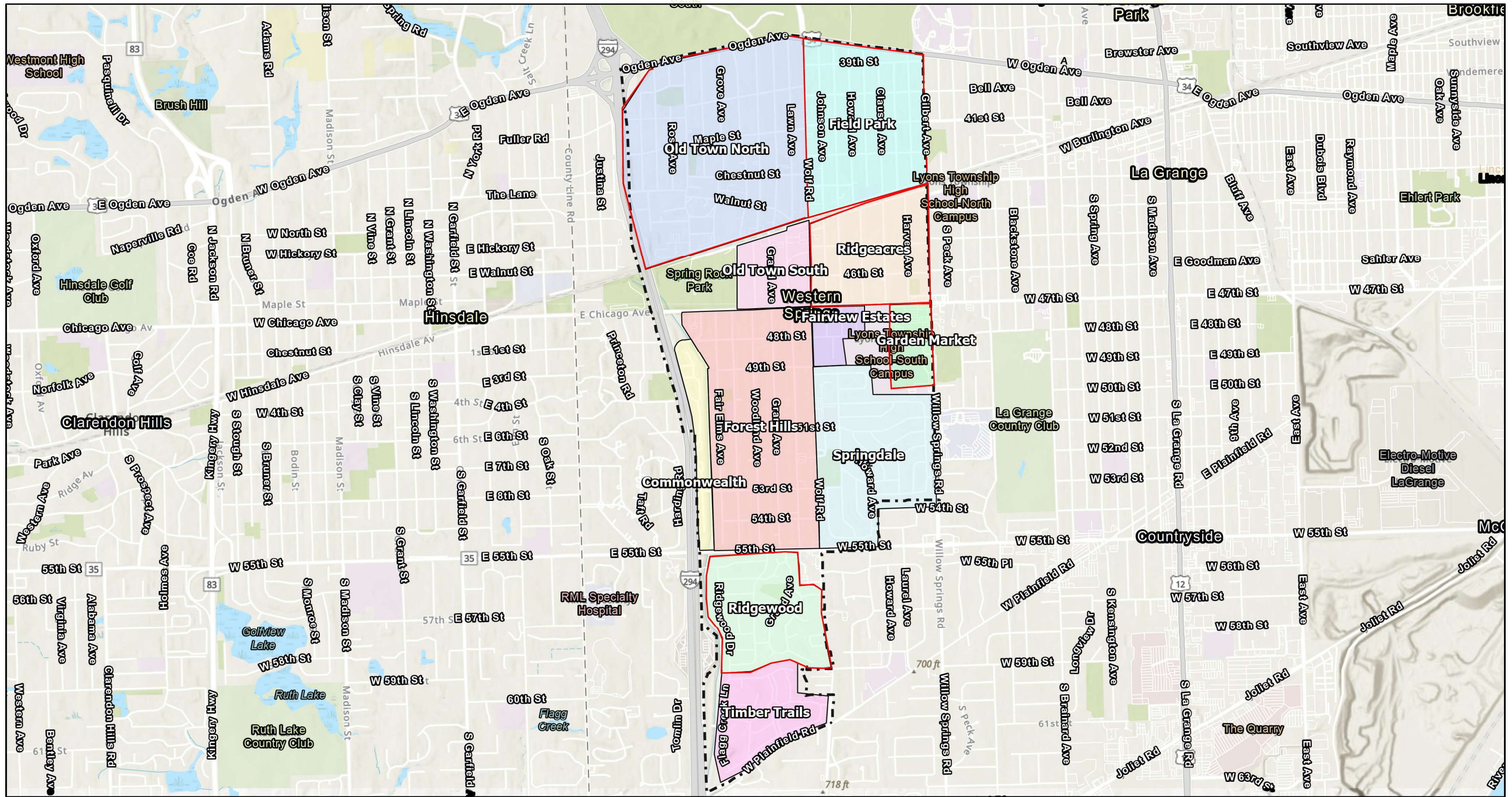
**COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS** - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

**TERMS OF PAYMENT** – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: \_\_\_\_\_ Date: \_\_\_\_\_

# Village of Western Springs

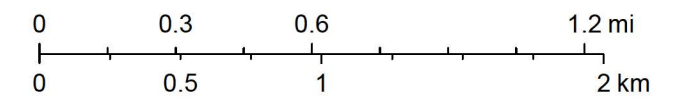
## 2026 Sanitary Sewer Televising Review - Field Park, Garden Market, Old Town North, Ridgeacres and Ridgewood Subdivisions



3/26/2026, 3:14:13 PM

1:33,757

- Municipality
- Fairview Estates
- Garden Market
- Ridgeacres
- Timber Trails
- Western Springs Base
- Field Park
- Old Town North
- Ridgewood
- World\_Hillshade
- Commonwealth
- Forest Hills
- Old Town South
- Springdale



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

**Rider to Professional Services Agreement  
Between the Village Of Western Springs and Robinson Engineering, Ltd. of Frankfort, Illinois  
for Construction Oversight and Management for the 2026 Sanitary Sewer Televising Review**

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 policies 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 resumption 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 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. 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: May, 2026



# AGENDA ITEM SUMMARY

## BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

### AGENDA ITEM 9.D.

**To:** Board of Trustees

**From:** Jeff Koza, Director of Engineering Services

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

**RE:** [Previously discussed] 2026 Street Resurfacing and Utility Program (2025 Infrastructure Referendum Project) (Omnibus Item)

---

### Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a contract for the 2026 Resurfacing and Utility Program to Schroeder Asphalt Services, Inc., the lowest cost, responsible bidder, in the amount of \$1,689,835.62. The item was also reviewed at the May 11, 2026 Board of Trustees Meeting.

### Summary

The 2026 Resurfacing and Utility Program recently underwent competitive bidding, as outlined in the attached award recommendation letter from V3 Companies dated April 28, 2026. The project includes water main and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways, and roadway milling and resurfacing. The improvements include multiple streets/blocks that are listed below:

Street	From	To	Scope of Work
Garden Avenue	39th Street	Dead end	Roadway Rehabilitation and Water Main Replacement
Rose Avenue	39th Street	Dead end	Roadway Rehabilitation
Rose Avenue	Oak Street	Dead end	Roadway Rehabilitation and Water Main Replacement
Maple Street	Dead end west of Western Avenue	Hampton Avenue	Roadway Rehabilitation
Sunset Terrace	Hampton Avenue	Dead end	Roadway Rehabilitation
Reid Street	Hampton Avenue	Prospect Avenue	Roadway Rehabilitation

To ensure wide distribution and competitive participation, the project was advertised in the following locations:

- Chicago Sun-Times on April 9, 2026
- Village of Western Springs website on April 9, 2026
- IDOT Bulletin to Contractors on April 9, 2026 and April 16, 2026

A total of 15 companies purchased bidding documents. Four bids were received. Bids were opened in the Village Hall Board Room on April 28, 2026 just after 10:00 AM. The bid results are below:

<b>Contractor</b>	<b>Bid as Calculated</b>
Schroeder Asphalt Services, Inc.	\$1,689,835.62
Brothers Asphalt Paving, Inc	\$1,775,700.19
Martam Construction, Inc	\$2,133,047.39
A Lamp Concrete Contractors, Inc	\$2,198,922.61
<i>V3 Companies Engineer's Estimate</i>	<i>\$1,701,029.50</i>

Schroeder Asphalt Services, Inc. ("Contractor") submitted the lowest responsive bid at \$1,689,835.62, and V3 verified that no arithmetic errors were identified in their bid. V3 is recommending the contract be awarded to the Contractor. Please refer to the attached letter from V3 Companies for further detail.

**Financial Impact**

Funding for the project is budgeted for in the 2025 Infrastructure Referendum Account.

Account	4108365-60011
2026 Budget	\$1,140,037.00
Project Cost	\$1,689,835.62

The project cost exceeds the FY2026 project budget as an additional roadway was added and scoping studies provided updated pricing overall. Staff estimates that the impacted accounts will remain under-budget by year-end.

**Recommended Motion**

I move to approve a contract for the 2026 Resurfacing and Utility Program to Schroeder Asphalt Services, Inc., the lowest cost, responsible bidder, in the amount of \$1,689,835.62.

**Strategic Plan Alignment**

## Infrastructure Improvements

### **File Attachments**

1. Resolution - 2026 Road and Utility Program Contract Award
2. 2026 Street Resurfacing and Utility Program - Location Map
3. V3 Contract Award Recommendation Letter
4. Schroeder Asphalt Services Inc\_ Village of Western Springs\_2026 Infratructure Resufacing & Utility\_ Bid Proposal

**DRAFT 5.13.2026  
RESOLUTION NO. 26-????**

**VOTE:**  
**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**DATE:** May 18, 2026.  
**OTHER:** None.

**A RESOLUTION ACCEPTING THE LOW BID AND  
AUTHORIZING THE APPROVAL AND EXECUTION  
OF A CONSTRUCTION CONTRACT FOR THE 2026  
STREETS RESURFACING AND UTILITY PROJECT TO  
BE ENTERED INTO WITH THE LOWEST COST,  
QUALIFIED AND RESPONSIVE BIDDER  
SCHROEDER ASPHALT SERVICES INC., AND  
AUTHORIZING THE EXPENDITURE OF  
REFERENDUM FUNDS, THE VILLAGE'S GENERAL  
FUND, AND/OR MONIES FROM OTHER LAWFUL  
SOURCES (CONTRACT PRICE: \$1,689,835.62)**

**WHEREAS**, the Village of Western Springs (the "Village") desires to undertake asphalt resurfacing and utility work at various locations throughout the Village, which will include asphalt pavement milling, water main and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways, and roadway milling and resurfacing as part of the 2026 Streets Resurfacing and Utility Project (the "Project"); and

**WHEREAS**, based on the competitive bidding of the Project, Schroeder Asphalt Services, LLC of Marengo, Illinois (the "Contractor") submitted the lowest, qualified, responsive bid in the amount of \$1,689,835.62 (the "Low Bid" or the "Project Contract Price") to complete the Project. A Project Bid Award Letter was prepared by V3 Companies (the "Project Engineer"), which determined and identified the Contractor as the lowest cost, qualified, responsive bidder for the Project; and

**WHEREAS**, the Project Construction Costs will come from the Village's Referendum funds, the Village's General Fund, and/or monies from other lawful sources; and

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (the "Village Board") desire to approve and enter into a construction contract ("Construction Contract") with the Contractor for completion of the Project, and to accept and award the Low Bid submitted by the Contractor for the completion of the Project. Copies of the Construction Contract and the Contractor's Low Bid and related bid documents are attached hereto as **Group Exhibit "A"** and made a part hereof; and

**WHEREAS**, at an open public meeting held on May 5, 2026, the Public Works and Water Committee (the "Committee") reviewed the terms and conditions of the Low Bid and the Construction Contract for the Project, received input from Village staff and provided an opportunity for public input. At its May 5, 2026 meeting, the Committee favorably recommended to the Village Board approval of the Low Bid and the Construction Contract; and

**WHEREAS**, at open public meetings held on May 11, 2026 and May 18, 2026, the Village Board reviewed and discussed the Project and the Committee's recommendation and received input from the Village staff and provided an opportunity for public input. At its May 18, 2026 Regular Village Board Meeting, the Village Board reviewed and discussed the Project, the Low Bid and the Construction Contract and the Committee's recommendation for this matter. The Village Board agreed to accept and approve the Low Bid submitted by the Contractor and to approve and enter into the Construction Contract with the Contractor for completion of the Project; and

**WHEREAS**, the President and Board of Trustees of the Village are authorized, pursuant to the statutory and constitutional powers set forth at Article VII (Local Government), Section 7 (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 Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), to accept and approve the Low Bid and to approve and enter into the Construction Contract with the Contractor, and they 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 take such action.

**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 and Execution of Construction Agreement.** The President and Board of Trustees of the Village of Western Springs accept and approve the attached Low Bid submitted by the Contractor, and approve and authorize the execution of the Construction Contract with the Contractor for completion of the Project, in substantially the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Construction Contract. The President and Board of Trustees further 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 that are necessary to fulfill the Village's obligations under the Construction Contract.

**Section 3: Appropriation and Authorization of Expenditure of Village Funds.** The President and Board of Trustees of the Village of Western Springs appropriate and authorize the use of MFT funds and/or funds from the Village's General Fund or other lawful sources to pay the Contractor to complete the Project and to pay all other Village approved costs that are necessary to fulfill the Village's obligations under the Construction Contract.

**Section 4: Delivery of Contract and Other Documents.** After their approval and execution 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 Low Bid document and the Construction Contract to the Contractor, and to any other necessary parties or governmental oversight jurisdiction for submittal and 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 Regular Meeting thereof, held on the 18th day of May, 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"**

**Construction Contract to Be Entered Into  
With Schroeder Asphalt Services, Inc. of Marengo, Illinois  
for the 2026 Streets Resurfacing and Utility Project**

**and**

**Bid Document  
submitted by Schroeder Asphalt Services, Inc. of Marengo, Illinois  
for the 2026 Streets Resurfacing and Utility Project**

(attached)

STATE OF ILLINOIS     )  
                                          ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Edward Tymick, the duly elected and qualified 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 ACCEPTING THE LOW BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONSTRUCTION CONTRACT FOR THE 2025 STREETS RESURFACING AND UTILITY PROJECT TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER SCHROEDER ASPHALT SERVICES INC., AND AUTHORIZING THE EXPENDITURE OF REFERENDUM FUNDS, THE VILLAGE'S GENERAL FUND, AND/OR MONIES FROM OTHER LAWFUL SOURCES (CONTRACT PRICE: \$1,689,835.62)**

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 18th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18th day of May, 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 May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**SEAL**



VILLAGE OF WESTERN SPRINGS  
DEPARTMENT OF TRANSPORTATION

COUNTY	TOTAL SHEETS	SHEET NO.
COOK	61	1
PROJECT NO. 260066		

WESTERN SPRINGS  
2025 INFRASTRUCTURE REFERENDUM PROJECT 2026  
RESURFACING AND UTILITY PROGRAM

INDEX OF SHEETS

- 1 COVER SHEET
- 2 - 3 GENERAL NOTES
- 4 - 8 SUMMARY OF QUANTITIES
- 9 - 13 TYPICAL SECTIONS
- 14 ALIGNMENT, TIES AND BENCHMARKS
- 15 - 19 EXISTING CONDITIONS
- 20 - 24 REMOVAL PLAN
- 25 - 26 DRAINAGE AND UTILITY PLAN AND PROFILE
- 27 UTILITY CROSSING TABLE
- 28 - 35 RESTORATION PLAN AND PROFILE
- 36 - 40 ADA DETAILS
- 41 - 45 EROSION CONTROL, LANDSCAPING AND PAVEMENT MARKING PLAN
- 46 - 50 VILLAGE OF WESTERN SPRINGS STANDARDS
- 51 - 55 IDOT DISTRICT ONE STANDARDS
- 56 - 61 IDOT HIGHWAY STANDARDS

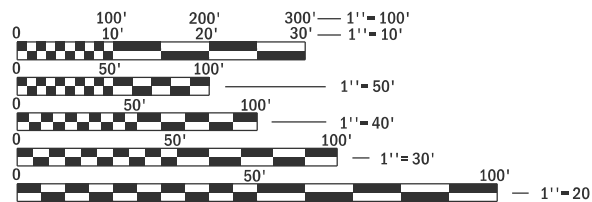
FOR LIST OF HIGHWAY STANDARDS, SEE SHEET NO. 2

CLIENT CONTACT:

JEFF KOZA, PE, CFM  
DIRECTOR OF ENGINEERING SERVICES/VILLAGE ENGINEER  
VILLAGE OF WESTERN SPRINGS  
740 HILLGROVE  
WESTERN SPRINGS, IL 60558  
708.246.1800 EXT. 202

ENGINEER:

JASON HOLY, PE  
PROJECT MANAGER  
V3 COMPANIES  
7325 JANES AVENUE  
WOODRIDGE, IL 60517  
630.724.9200 PHONE

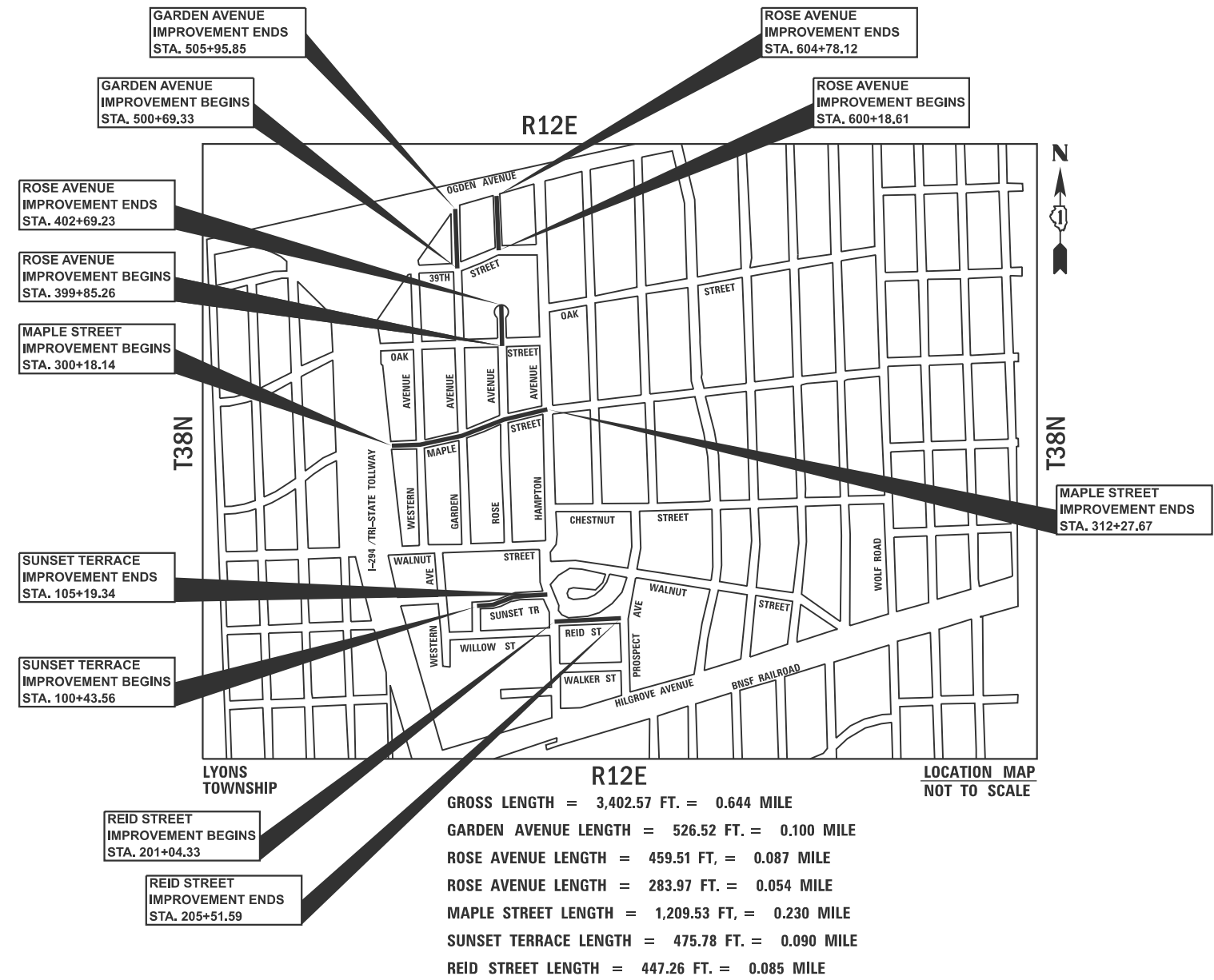


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.  
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION  
1-800-892-0123  
OR 811



COOK COUNTY, ILLINOIS



V3  
JASON D. HOLY  
# 062-059941

DATE: XX-XX-2026  
SIGNATURE AND SEAL APPLY TO SHEETS: XX-XX

EXPIRATION DATE: 11-30-2027



April 28, 2026

Mr. Jeff Koza, P.E., CFM  
Director of Engineering Services/ Village Engineer  
Village of Western Springs  
704 Hillgrove Ave  
Western Springs, Illinois 60558

**RE: 2025 Infrastructure Referendum Project 2026 Resurfacing and Utility Program, Wester Springs, IL**

Dear Mr. Koza,

We have evaluated the bids received and read aloud on April 28, 2026 for the 2025 Infrastructure Referendum Project 2026 Resurfacing and Utility Program. The project includes, but is not limited to, watermain and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways and milling and resurfacing of the roadways.

Bids were received from the following contractors:

- Schroeder Asphalt Services Inc (\$1,689,835.62)
- A Lamp Concrete Contractors Inc (\$2,198,922.61)
- Brothers Asphalt Paving, Inc (\$1,775,700.19)
- Martam Construction Inc (\$2,133,047.39)

The engineer's estimate for the base bid was \$1,701,029.50. The apparent low bid was submitted by Schroeder Asphalt Services Inc \$1,689,835.62. Schroeder Asphalt Services Inc's bid was reviewed and no arithmetic errors were found.

We recommend the award of the contract for construction of the 2025 Infrastructure Referendum Project 2026 Resurfacing and Utility Program to Schroeder Asphalt Services Inc in the amount of \$1,689,835.62. If you have any questions or require further information, please contact me at 630.254.1522 or by email at [jholy@v3co.com](mailto:jholy@v3co.com)

Sincerely,  
V3 Companies of Illinois, Ltd.

A handwritten signature in blue ink that reads "Jason Holy".

Jason Holy, P.E.  
Senior Project Manager

# THE VILLAGE OF WESTERN SPRINGS



## **CONTRACT REQUIREMENTS FOR 2025 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM**

**MONDAY, APRIL 28, 2028**  
**10:00 A.M. (PREVAILING TIME)**

**TABLE OF CONTENTS**

INSTRUCTIONS TO BIDDERS ..... 5

PROPOSAL ..... 7

SCHEDULE OF BID PRICES ..... 9

GENERAL CONDITIONS..... 14

Acceptability of Work ..... 14

Assignment ..... 14

Bidder Investigations..... 14

Building Regulations ..... 14

Costs 14

Change in Scope of Work..... 14

Additional Work..... 15

Collusion among Bidders..... 15

Compliance With Freedom of Information Act Requests ..... 15

Compliance with Laws; Employment Discrimination ..... 16

Contractor Personnel..... 16

Debarment ..... 17

Default Clause ..... 17

Delay 18

Exceptions..... 18

Expenses Incurred in Preparing Bid ..... 18

Failure to Deliver..... 18

Guaranty ..... 18

Hours and Days of Work ..... 18

Indemnity/Hold Harmless Provision ..... 19

Insurance Requirements ..... 19

Law and Venue..... 22

Nonappropriation ..... 22

Oral Statements..... 22

Permits, Licenses..... 22

Prevailing Wage..... 22

Protection and Restoration of Property ..... 22

References..... 23

Responsibility for Construction-Safety-Shoring-Scaffolding-Construction Methods ..... 23

Right to Audit..... 24

Smoking Policies..... 24

Storage..... 24

Taxes 24

Termination..... 24

Unnecessarily Elaborate and Unresponsive Submittals ..... 24

Waivers of Lien ..... 25

Contractor's Drug-Free Workplace Certification ..... 26

AGREEMENT ..... 29

CERTIFICATION BY THE CONTRACTOR..... 31

GENERAL SPECIAL PROVISIONS ..... 147

1. STANDARD SPECIFICATION COMPLIANCE ..... 147

2. INTENT AND SCOPE OF WORK ..... 147

3. LOCATION OF PROJECT ..... 148

4. DEFINITIONS..... 148

5. EXAMINATION OF SITE ..... 148

6. INSPECTION..... 148

7. TERMS OF CONTRACT ..... 148

8. BASIS OF PAYMENT ..... 149

9. ACCEPTANCE AND PAYMENT ..... 149

10.	WORKING HOURS.....	149
11.	TRESPASS ON LAND.....	149
12.	PENALTY FOR NON-COMPLETION.....	149
13.	ACCESSIBILITY OF CONTRACTOR.....	150
14.	NOTICE TO RESIDENTS.....	150
15.	DAMAGE TO PUBLIC OR PRIVATE PROPERTY.....	150
16.	RESTORATION.....	151
17.	MOBILIZATION.....	151
18.	PERMIT REQUIREMENTS.....	151
19.	TRAFFIC CONTROL AND PROTECTION, (SPECIAL).....	151
20.	PUBLIC CONVENIENCE AND SAFETY (D-1).....	152
21.	CONSTRUCTION SAFETY AND HEALTH STANDARDS.....	153
22.	WATER USAGE.....	153
23.	CLEANUP.....	153
24.	NOTICE TO THE VILLAGE.....	153
25.	PRE-CONSTRUCTION MEETING.....	154
26.	CONSTRUCTION NOTICES.....	154
27.	RESIDENTIAL ACCESS.....	154
	TECHNICAL SPECIAL PROVISIONS.....	155
	DUST CONTROL.....	155
	CONSTRUCTION SITE INSPECTION, STREET SWEEPING AND CONCRETE WASHOUTS.....	155
	AS BUILT DRAWINGS.....	156
	VIDEO OF CONSTRUCTION ROUTE.....	157
	EXPLORATION TRENCH, SPECIAL.....	158
	AGGREGATE SUBGRADE IMPROVEMENT.....	158
	TEMPORARY ACCESS.....	159
	PROTECTION AND CARE OF EXISTING PLANT MATERIAL.....	160
	CONSTRUCTION LAYOUT.....	160
	CASH ALLOWANCE.....	162
	SHAPING AND GRADING ROADWAY.....	162
	AGGREGATE BASE REPAIR (SPECIAL).....	162
	INSERTION VALVE, of the specified diameter.....	163
	DETECTABLE WARNINGS.....	163
	SANITARY SEWER SERVICE ADJUSTMENT.....	164
	STORM SEWERS, WATERMAIN QUALITY.....	165
	REMOVE EXISTING WATER VALVE.....	166
	VALVE BOXES TO BE REMOVED.....	166
	VALVE VAULTS TO BE REMOVED.....	166
	FIRE HYDRANT TO BE REMOVED.....	167
	STRUCTURES TO BE REMOVED.....	167
	TRAFFIC CONTROL & PROTECTION (SPECIAL).....	168
	WATER MAIN CASING SLEEVE.....	168
	DUCTILE IRON WATER MAIN.....	169
	GATE VALVES.....	172
	VALVE BOX.....	172
	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.....	173
	NON-PRESSURE CONNECTION TO EXISTING WATER MAINS.....	174
	WATER SERVICE LINE, 1.5" (LONG).....	174
	WATER SERVICE LINE, 1.5" (SHORT).....	174
	CORPORATION STOPS.....	176
	WATER SERVICE LINE, 1" LEAD (SHORT).....	176
	WATER SERVICE LINE, 1" LEAD (LONG).....	176
	WATER MAIN TO BE ABANDONED.....	182
	WATER MAIN REMOVAL.....	183
	STRUCTURES TO BE ADJUSTED.....	183
	SANITARY SEWER, REPAIR.....	184

MANHOLES, TYPE A, SANITARY, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID .....	187
SANITARY MANHOLES TO BE ADJUSTED.....	191
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12.....	193
PORTLAND CEMENT CONCRETE DRIVEWAY 7 INCH .....	194
SPECIAL PROVISION FOR.....	196
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES.....	196

---

## **INSTRUCTIONS TO BIDDERS**

### **VILLAGE OF WESTERN SPRINGS**

**DATE: April 9, 2026**

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

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

**2025 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM**  
**VILLAGE OF WESTERN SPRINGS**

and shall be delivered by hand or mailed in time for delivery to the Village Clerk's office, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **April 28, 2025** Immediately after which time and at such location all bids will be publicly opened and read aloud. The Village will notify the selected bid in writing within two days of receiving the bids.

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

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

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of 10% of the Bid price, shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within THIRTY (30) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding THIRTY (30) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

Each bidder shall be asked to provide the following data with the bid, a total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers. All references shall be from the last five (5) years.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all proposals for a period of SIXTY (60) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

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

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

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

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the payment of local prevailing wage rates.

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

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

## PROPOSAL

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

RE: **2025 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM**

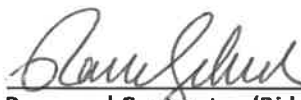
1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to **begin work no sooner than June 1, 2026 and be substantially complete by September 4, 2026.** Substantial completion shall include the completion of all work with the exception of final sod installation. **Final completion, including final punch list shall be completed by September 25, 2026,** as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is 10% of the Bid price. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

4/28/2026

Date



Proposed Contractor (Bidder)

Schroeder Asphalt Services, Inc.

Ronald Schroeder, President



Witness

Rachael McDow, Corp Secretary



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.  
PO Box 831  
Huntley, IL 60142

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038  
**Mailing Address for Notices**  
1411 Opus Place, Suite 450  
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

2025 Infrastructure Referendum Project 2026 Resurfacing & Utility Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2026

  
(Witness)

Schroeder Asphalt Services, Inc.  
(Principal)

By:   
(Title) President



  
(Witness) Jennifer M. Pollack

Hudson Insurance Company  
(Surety)

By:   
(Title) James I. Moore Attorney-in-Fact



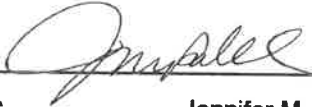
State of Illinois  
County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Jennifer M. Pollack Notary Public of DuPage County, in the State of Illinois,  
do hereby certify that James I. Moore Attorney-in-Fact, of the Hudson Insurance  
Company who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
said County, this 28th day of April, 2026.



  
Notary Public Jennifer M. Pollack  
My Commission expires: January 2, 2029

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**James I. Moore**  
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.


Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.


In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.



(Corporate seal)

**HUDSON INSURANCE COMPANY**

Attest:   
.....  
**Karen L. Colonna**  
Corporate Secretary

By:   
.....  
**Andrew A. Dickson**  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 1st day of November, 2025 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



.....  
**ANN M. MURPHY**  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2029

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

The undersigned **Karen L. Colonna** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and


FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of April, 2026.

(Corporate seal)



By:   
.....  
**Karen L. Colonna**, Corporate Secretary

## SCHEDULE OF BID PRICES

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a one (1) year period from the date that this proposal has been submitted.

### BASE BID

ITEM NO.	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL BID COST
20101000	TEMPORARY FENCE	FOOT	4,752	\$ 24.25	\$ 115,236.00
20101200	TREE ROOT PRUNING	EACH	74	\$ 72.00	\$ 5,328.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	504	\$ 60.00	\$ 30,240.00
20800150	TRENCH BACKFILL	CUYD	902	\$ 93.50	\$ 84,337.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	1,513	\$ 2.25	\$ 3,404.25
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQYD	819	\$ 0.15	\$ 122.85
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	11	\$ 2.00	\$ 22.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	11	\$ 2.00	\$ 22.00
25200100	SODDING	SQYD	819	\$ 20.50	\$ 16,789.50
25200200	SUPPLEMENTAL WATERING	UNIT	37	\$ 23.00	\$ 851.00
28000510	INLET FILTERS	EACH	31	\$ 185.00	\$ 5,735.00
30300001	AGGREGATESUBGRADEIMPROVEMENT	CUYD	504	\$ 60.00	\$ 30,240.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQYD	21	\$ 35.00	\$ 735.00
35101582	AGGREGATEBASECOURSE, TYPEB 2"	SQYD	617	\$ 2.25	\$ 1,388.25
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	22,529	\$ 0.01	\$ 225.29
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,253	\$ 0.01	\$ 22.53
40600370	LONGITUDINAL JOINT SEALANT	FOOT	3,611	\$ 4.35	\$ 15,707.85
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	181	\$ 8.00	\$ 1,448.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,960	\$ 92.00	\$ 180,320.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D". N50	TON	840	\$ 93.50	\$ 78,540.00
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQYD	144	\$ 105.00	\$ 15,120.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQFT	4,408	\$ 10.50	\$ 46,284.00
42400800	DETECTABLE WARNINGS	SQFT	186	\$ 39.00	\$ 7,254.00

44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQYD	9,833	\$ 5.85	\$ 57,523.05
44000200	DRIVEWAY PAVEMENT REMOVAL	SQYD	143	\$ 16.50	\$ 2,359.50
44000300	CURB REMOVAL	FOOT	27	\$ 15.00	\$ 405.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	833	\$ 6.60	\$ 5,497.80
44000600	SIDEWALK REMOVAL	SQFT	3,168	\$ 2.00	\$ 6,336.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQYD	20	\$ 85.00	\$ 1,700.00
550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE I 12"	FOOT	52	\$ 124.00	\$ 6,448.00
55100400	STORM SEWER REMOVAL 10"	FOOT	26	\$ 32.00	\$ 832.00
55100500	STORM SEWER REMOVAL 12"	FOOT	20	\$ 32.00	\$ 640.00
55100900	STORM SEWER REMOVAL 18"	FOOT	75	\$ 35.00	\$ 2,625.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	304	\$ 146.00	\$ 44,384.00
56103100	DUCTILE IRON WATER MAIN 8"	FOOT	623	\$ 164.00	\$ 102,172.00
56104900	WATER VALVES 6"	EACH	1	\$ 2,555.00	\$ 2,555.00
56105000	WATER VALVES 8"	EACH	5	\$ 3,600.00	\$ 18,000.00
56105500	INSERTING VALVES 6"	EACH	3	\$ 11,450.00	\$ 34,350.00
56105600	INSERTING VALVES 8"	EACH	3	\$ 12,800.00	\$ 38,400.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$ 1,000.00	\$ 2,000.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$ 11,000.00	\$ 44,000.00
56500800	DOMESTIC WATER SERVICE BOX	EACH	15	\$ 2,800.00	\$ 42,000.00
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$ 5,475.00	\$ 5,475.00
60202405	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	3	\$ 4,775.00	\$ 14,325.00
60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	2	\$ 3,365.00	\$ 6,730.00
60220200	MANHOLES, TYPE A, 4'-DIAMETER	EACH	3	\$ 5,075.00	\$ 15,225.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 9,000.00	\$ 9,000.00
60221200	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$ 9,300.00	\$ 9,300.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1	\$ 2,400.00	\$ 2,400.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	2	\$ 900.00	\$ 1,800.00
60404300	FRAMES AND GRATES, TYPE 3	EACH	6	\$ 1,215.00	\$ 7,290.00
60406000	FRAMES AND LIDS, TYPE I, OPEN LID	EACH	6	\$ 950.00	\$ 5,700.00
60406100	FRAMES AND LIDS, TYPE I, CLOSED LID	EACH	6	\$ 950.00	\$ 5,700.00

60500405	FILLING VALVE VAULTS	EACH	1	\$ 750.00	\$ 750.00
60600605	CONCRETE CURB, TYPE B	FOOT	87	\$ 55.00	\$ 4,785.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	816	\$ 50.00	\$ 40,800.00
78000600	THERMOPLASTIC PAVEMENT MARKING- LINE 12"	FOOT	172	\$ 20.00	\$ 3,440.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	43	\$ 42.00	\$ 1,806.00
78005150	EPOXY PAVEMENT MARKING- LINE 12"	FOOT	182	\$ 23.50	\$ 4,277.00
78005180	EPOXY PAVEMENT MARKING- LINE 24"	FOOT	29	\$ 48.00	\$ 1,392.00
X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	100	\$ 165.00	\$ 16,500.00
X2010410	TREE TRIMMING	EACH	42	\$ 94.00	\$ 3,948.00
X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	400	\$ 21.00	\$ 8,400.00
X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	150	\$ 33.00	\$ 4,950.00
X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	516	\$ 21.00	\$ 10,836.00
X5610706	WATERMAINREMOVAL, 6"	FOOT	18	\$ 37.50	\$ 675.00
X5610708	WATERMAINREMOVAL, 8"	FOOT	123	\$ 37.50	\$ 4,612.50
X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	5	\$ 5,800.00	\$ 29,000.00
X5630405	REMOVE EXISTING WATER VALVE	EACH	3	\$ 1,300.00	\$ 3,900.00
X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 10,700.00	\$ 32,100.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	7	\$ 1,550.00	\$ 10,850.00
X6026622	VALVE VAULTS TO BE REMOVED	EACH	2	\$ 1,315.00	\$ 2,630.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	LSUM	1	\$ 25,000.00	\$ 25,000.00
Z0013798	CONSTRUCTION LAYOUT	LSUM	1	\$ 20,000.00	\$ 20,000.00
Z0056652	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	76	\$ 173.00	\$ 13,148.00
	CASH ALLOWANCE	UNITS	80,000	\$ 1.00	\$ 80,000.00
	SANITARY SEWER REPAIR, 6"	FOOT	45	\$ 130.00	\$ 5,850.00
	SANITARY SEWER REPAIR, 8"	FOOT	105	\$ 328.00	\$ 34,440.00
	SANITARY SEWER REPAIR, 10"	FOOT	20	\$ 585.00	\$ 11,700.00
	SANITARY SEWER REPAIR, 12"	FOOT	10	\$ 615.00	\$ 6,150.00
	SHAPING AND GRADING ROADWAY	SQYD	9,997	\$ 1.25	\$ 12,496.25
	STRUCTURES TO BE ADJUSTED	EACH	19	\$ 731.00	\$ 13,889.00

	STRUCTURES TO BE REMOVED	EACH	14	\$ 1,000.00	\$ 14,000.00
	TEMPORARY ACCESS	EACH	58	\$ 2.00	\$ 116.00
	VALVE BOX 6"	EACH	1	\$ 800.00	\$ 800.00
	VALVE BOX 8"	EACH	5	\$ 800.00	\$ 4,000.00
	WATER SERVICES LINE, 1.5" (LONG)	EACH	7	\$ 8,600.00	\$ 60,200.00
	WATER SERVICES LINE, 1.5" (SHORT)	EACH	5	\$ 3,550.00	\$ 17,750.00
	WATER SERVICES LINE, 1" (SHORT)	EACH	5	\$ 3,300.00	\$ 16,500.00
	WATER MAIN CASING SLEEVE	FOOT	160	\$ 210.00	\$ 33,600.00
TOTAL					\$ 1,689,835.62

BASE BID TOTAL One million Six Hundred Eighty nine thousand, Eight Hundred  
*(In writing) Thirty five + Sixty two Cents*

Name of Bidder: Schroeder Asphalt Services, Inc.

Address: 11022 S. Grant Highway, Marengo IL 60152

Telephone No. 815-923-4380 Fax No. 815-923-4389

Signature: 

Name and Title: *(Please Print)* Ronald Schroeder, President

Date: 4/28/2026

Subscribed and sworn before me this 28th day of April, 2026

My Commission Expires: 6/30/2027 , Jennifer Graves



## **GENERAL CONDITIONS**

### **Acceptability of Work**

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

### **Assignment**

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

### **Bidder Investigations**

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

### **Building Regulations**

All work shall conform to the building codes in force in the Village.

### **Costs**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

### **Change in Scope of Work**

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the

Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

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

### **Additional Work**

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit their charges for performing the work and shall not proceed until the Director of Engineering or their designer has approved the charges in writing.

The Village shall retain services with the Contractor for one calendar year, as to account for any additional work that the Village shall request from the Contractor.

### **Collusion among Bidders**

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

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

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

### **Compliance With Freedom of Information Act Requests.**

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

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

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

### **Compliance with Laws; Employment Discrimination**

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

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

### **Contractor Personnel**

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

**Debarment**

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

**Default Clause**

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

**Schedule of Deductions for Each Day of Default**

<b><u>Original Contract Amount</u></b>		
<b>from more than</b>	<b>to and including</b>	<b>calendar</b>
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

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

### **Delay**

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

### **Exceptions**

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

### **Expenses Incurred in Preparing Bid**

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

### **Failure to Deliver**

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

### **Guaranty**

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

### **Hours and Days of Work**

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

### **Indemnity/Hold Harmless Provision**

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

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

### **Insurance Requirements**

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

#### **I. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

#### **II. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

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

contract specific aggregate of \$1,000,000.

B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.

E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

### III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

### IV. OTHER INSURANCE PROVISIONS

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

#### A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers,

appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

**B. Workers' Compensation and Employers Liability Coverage**

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

**C. All Coverage**

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

**V. ACCEPTABILITY OF INSURERS**

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

**VI. VERIFICATION OF COVERAGE**

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

**VII.SUBCONTRACTORS**

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

**VIII. ASSUMPTION OF LIABILITY**

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

### **Law and Venue**

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

### **Nonappropriation**

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

### **Oral Statements**

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

### **Permits, Licenses**

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

### **Prevailing Wage**

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

### **Protection and Restoration of Property**

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

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or

otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

### **References**

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers. References must be current as of the last five (5) years.

### **Responsibility for Construction-Safety-Shoring-Scaffolding-Construction Methods**

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

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

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

### **Right to Audit**

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

### **Smoking Policies**

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

### **Storage**

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

### **Taxes**

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

### **Termination**

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

### **Unnecessarily Elaborate and Unresponsive Submittals**

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

### **Waivers of Lien**

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

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.



The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

### **Contractor's Drug-Free Workplace Certification**

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

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

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


, Ronald Schroeder  
Contractor  
Date: 4/28/2026 Attest , Rachael McDow

**CONTRACTORS CERTIFICATION REGARDING  
NON-PAYMENT OF COMPENSATION**

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

Contractor: , Ronald Schroeder

DATED: 4/28/2026

ATTEST: , Rachael McDow

## AGREEMENT

Agreement made this the 28th of April in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and Schroeder Asphalt Services, Inc. hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

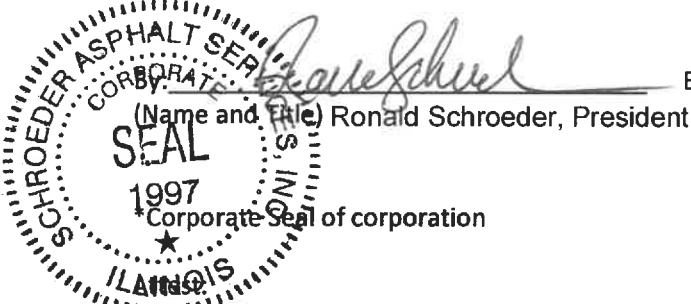
1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **2025 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM**
2. The Contractor agrees that he will be available to commence work on, but not before **June 1, 2026**. The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **April 28, 2026**, a copy of which is attached hereto and incorporated into this Agreement, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
  - A. Legal Notice (Advertisement for Bid) published on April 9, 2026
  - B. Instructions to Bidders dated April 9, 2026
  - C. Proposal dated April 28, 2026
  - D. Schedule of Bid Prices submitted by, dated April 28, 2026
  - E. General Conditions dated April 28, 2026
  - F. General Special Provisions dated April 28, 2026
  - G. Plans dated April 9, 2026
  - H. Technical Special Provisions dated April 28, 2026
  - I. Contractor's Drug Free Workplace Certification dated \_\_\_\_\_
  - J. Contractor's Certification Regarding Non-Payment of Compensation dated \_\_\_\_\_
  - K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
  - L. Required Performance and Payment Bonds.
  - M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: Schroeder Asphalt Services, Inc.

Village of Western Springs



By: *Ronald Schroeder*  
(Name and Title) Ronald Schroeder, President

By: \_\_\_\_\_  
Heidi Rudolph, Village President

Corporate Seal of corporation

\*Village Seal

By: *Rachael McDow*  
(Name and Title) Rachael McDow, Corporate Secretary

By: \_\_\_\_\_  
Jill Izzo, Deputy Village Clerk

## CERTIFICATION BY THE CONTRACTOR

I, Ronald Schroeder, having being first

Duly sworn, depose and state that I am the  
President

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

and the authorized agent of Schroeder Asphalt Services, Inc., which has

submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the

performance of work in relation to the **2025 INFRASTRUCTURE REFERENDUM PROJECT 2026**

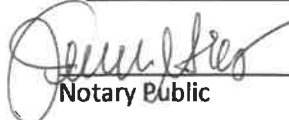
**RESURFACING AND UTILITY PROGRAM** in the Village of Western Springs, and hereby certify on behalf of

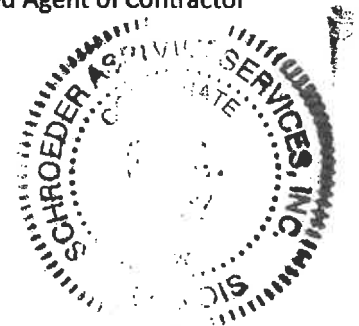
said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
  - (a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
  - (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

  
\_\_\_\_\_  
Signature of Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 28th Day  
Of April, 2026.

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



# SCHROEDER

## ASPHALT SERVICES, INC.

P.O. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

### JOB REFERENCES

**Company:** Village of Arlington Heights  
33 S. Arlington Heights Rd.  
Arlington Heights, IL 60005

**Project(s):** 2013, 2014, 2015, 2016, 2018, 2019 HMA Restoration

**Amount(s):** 2015 – \$265,008.12 (4/13 - 11/15/15) / 2016 - \$549,966.13 /  
2017 - \$508,261.80 / 2018 - \$90,043.93 / 2018 - \$547,000 / 2019 - \$480,000 /  
2020 – 523,770.34 / 2021- \$507,286.72 / 2022-\$473,954.25  
2024, 2025 Patching Program - \$202,106.39 (5/6/24 – 10/20/24) / \$174,496.80 (5/5/2025  
– 11.1.2026)  
2025 Street Main. & Pkg Lot - \$3,533,075.86 (07/07/25 – 11/02/2025)

**Engineer:** Village of Arlington Heights  
Patrick Smith (Engineer Inspector) – 847/368-5250  
[psmith@vah.com](mailto:psmith@vah.com)

**Company:** Village of Streamwood  
301 E. Irving Park Road  
Streamwood, IL 60107

**Project(s):** 2024 MFT Resurfacing

**Amount(s):** 2013, 2014 - 2015 - 2016 – 2019 - 2021 Roadway Maintenance Program  
2018 - \$748,007.85 (5/21 – 9/30/18) 2019 - \$727,867.01(6/3 – 10/20/19) /  
2020 - \$1,750,466.85 (5/18 – 10/18/2020) / 2021 - \$673,473.20  
2022 - \$1,457,627.15  
2024 - \$835,518.15  
2025 - \$867,480.00

**Engineer:** Village of Streamwood  
Matt Mann, Director of Engineering & Public Works - 630-736-3850  
[Mmann@streamwood.org](mailto:Mmann@streamwood.org)

**Company:** Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169

**Project(s):** 2022 – 2022 Street Revitalization Program  
2023 – 2023 Street Revitalization Program

**Amount(s):** 2022 - \$6,300,000  
2023 - \$6,319,081.97

**Engineer:** Village of Hoffman Estates  
Andy LoBosco, P.E. – Senior Project Manager - 847-815-8590  
[Andy.LoBosco@Hoffmanestates.org](mailto:Andy.LoBosco@Hoffmanestates.org)

**Company:** Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136

**Project:** Timber Trail Subdivision & 2024 Roadway Program

**Amount(s):** 2022 - \$2,753,931

Engineer: 2024 - \$625,425.70  
Robinson Engineering  
John Hannigan – Project Engineer – 708-331-6700  
Jhannigan@reltd.com

Company: Village of Palatine  
200 E. Wood St.  
Palatine, IL 60067  
Project(s): 2023 – Crescent Avenue and Ellis Street Improvements  
Amount(s): 2020 – 2020 MFT Street Rehabilitation \$726,101.57  
2020 – Wood Street & Greeley Street Resurfacing \$365,793.63  
2022 - \$1,323,631.04  
2023 - \$1,736,918.76  
2025 Roadway Rehabilitation \$1,824,597.09  
Engineer: Village of Palatine  
Matt Grenning / Engineer - 847/359-9044  
[Mgrenning@palatine.il.us](mailto:Mgrenning@palatine.il.us)

Company: Village of Huntley  
10987 Main Street  
Huntley, IL 60142  
Project: 2022 Various Streets  
2022 – Cornell Development  
Amount(s): 2022 - \$483,914.50 Woodstock Street / 2022 - \$2,074,787.65 Cornell Development  
Engineer: Christopher B. Burke  
Greg Sanders – 847-417-0059  
[gsanders@cbbel.com](mailto:gsanders@cbbel.com)

Company: Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, IL 60527  
Project: 2022 MFT Road Program, 2023 Road Program  
Amount(s): 2022 - \$685,479.60  
2023 - \$873,337.55  
2024 Rd Program - \$669,660.45  
2025 Rd Program - \$495,605.91  
Engineer: James Miedema, P.E. 630/323-4733 X6010  
Village of Burr Ridge  
[jmiedema@burr-ridge.gov](mailto:jmiedema@burr-ridge.gov)

Company: Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
Projects: 2018 Flexible Pavement Project  
2020 Flexible Pavement Project  
Amounts: \$1,921,872.65 (2018) / \$3,174,446.05 (2020) 2022- \$565,980.50  
Engineer: Village of Carol Stream  
Adam Frederick 630/868-2263  
[afrederick@carolstream.org](mailto:afrederick@carolstream.org)

Company: Village of Lake in The Hills  
600 Harvest Gate  
Lake In the Hills, IL 60156  
Projects: 2022 – Industrial Drive Roadway Resurfacing & Drainage Improvements  
Amounts: \$1,258,346  
Engineer: Chastain Engineers  
Steve Frerichs, Project Engineer – 847-287-6732  
Sfrerichs@chastainengineers.com

**Company:** Village of Lombard  
1051 S. Hammerschmidt Aven  
Lombard, IL 60148  
**Projects:** 2019 Asphalt Paving & Patching Program  
2025 Woodrow Ave Reconstruction  
2025 Asphalt Roadway Program  
**Amounts:** 2019 - \$1,415,003.61  
2025 - \$793,794.00  
2025 - \$1,170,869.21  
**Engineer:** Village of Lombard  
Tom Dixon (Civil Engineering Technician) 630/620-5971  
[dixont@villageoflombard.org](mailto:dixont@villageoflombard.org)

**Company:** Village of Roselle  
474 Congress Circle North  
Roselle, IL 60172  
**Projects:** 2021 Street Improvements/ 2023 Street Improvements  
**Amounts:** 2021 - \$674,430.00  
2023 - \$1,228,405.07  
2025 - \$1,315,558.61  
**Engineer:** Village of Roselle  
Karen Young, Director of Public Works 630/671-2365  
[kayoung@rosell.il.us](mailto:kayoung@rosell.il.us)

**Company:** Village of River Forest  
400 Park Avenue,  
River Forest, IL 60305  
**Projects:** 2024 REBUILD Illinois Street Improv. Proj. - \$832,475.00 (5/13/24 – 8/3/24)  
2024 Street Patching Program - \$94,885.15 (10/7/24 – 10/13/24)  
2024 Street Improvement Project - \$612,486.30 (5/5/24 – 10/29/24)  
2025 Street Improvement Project - \$495,218.63 (4/14/2025 – 5/23/2025)  
2025 Patching Program - \$98,260.15 (6/23/2026 – 6/28/2025)  
**Engineer:** Village of River Forest  
Bill Koclanis – Civil Engineering Technician – 708-714-3550  
[bkoclanis@vrf.us](mailto:bkoclanis@vrf.us)

**Company:** City of Waukegan  
1700 N. McAree Road,  
Waukegan, IL 60085  
**Projects:** FY2024 LSLR Road Program - \$4,480,318.88 (3/18/24 – 8/11/24)  
**Engineer:** City of Waukegan  
Chris Garland – Director of Public Works – 847-360-0944  
[chris.garland@waukeganil.gov](mailto:chris.garland@waukeganil.gov)

**Company:** Village of Grayslake  
10 South Seymour Avenue,  
Grayslake, Illinois 60030  
**Projects:** 2025 Road Program - \$1,412,000.73 (  
**Engineer:** City of Waukegan  
Chris Garland – Director of Public Works – 847-360-0944  
[chris.garland@waukeganil.gov](mailto:chris.garland@waukeganil.gov)



# Certificate of Eligibility

Contractor No 5378

Schroeder Asphalt Services, Inc.  
P. O. Box 831 HUNTLEY, IL 60142

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$79,084,000.00

001	EARTHWORK	\$2,125,000
005	HMA PAVING	\$36,425,000 B
012	DRAINAGE	\$1,925,000
017	CONCRETE CONSTRUCTION	\$3,175,000
032	COLD MILL, PLAN. & ROTOMILL	\$12,025,000
08A	AGGREGATE BASES & SURF. (A)	\$3,275,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 10/21/2025 TO 10/31/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 10/21/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or B&M) or as specified by local agency

*Justin Mann*  
Engineer of Construction



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

#### **AGENDA ITEM 9.E.**

**To:** Board of Trustees

**From:** Jeff Koza, Director of Engineering Services

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

**RE:** [Previously discussed] 2026 Street Resurfacing and Utility Program Construction Engineering Agreement with V3 Companies (2025 Infrastructure Referendum Project) (Omnibus Item)

---

#### **Recommendation**

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a professional engineering services agreement with V3 Companies for construction engineering services for the 2026 Street Resurfacing and Utility Program in an amount not to exceed \$125,179.00. The item was also reviewed at the May 11, 2026 Board of Trustees meeting.

#### **Summary**

V3 Companies has submitted a proposal to provide construction engineering, on-site inspection, documentation, and material testing oversight for the Village's 2026 Street Resurfacing and Utility Project. V3 will provide field personnel to observe the work and help ensure it is constructed in accordance with contract documents and Village and IDOT standards, and will team with Interra Inc. for material testing quality assurance. The total not-to-exceed fee is \$125,179 (resident engineering \$114,179; material testing \$11,000).

#### **Financial Impact**

This work was included in the 2026 Budget under the 2025 Referendum Account 4801365-50332.

#### **Recommended Motion**

I move to approve a professional engineering services agreement with V3 Companies for construction engineering services for the 2026 Street Resurfacing and Utility Program for an amount not to exceed \$125,179.00.

#### **Strategic Plan Alignment**

Infrastructure Improvements

### **File Attachments**

1. Resolution No. 26-xxxx re V3 PSA for Construction Engineering Services for 2026 Streets Resurfacing and Utility Project (Referendum Funds)
2. Exhibit A - V3 Proposal for Construction Engineering for the 2026 Street Resurfacing and Utility Program
3. Exhibit 1 - Rider to PSA for Construction Engineering Services for 2026 Streets Resurfacing and Utility Project (BOT Appr. 5.18.2026)(2127898.1)

**Draft 5.13.26  
RESOLUTION NO. 26-????**

**VOTE:** \_\_\_\_\_

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**DATE:** May 18 2026.

**OTHER:** None.

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF  
WESTERN SPRINGS AND V3 COMPANIES FOR  
CONSTRUCTION ENGINEERING SERVICES  
RELATING TO THE 2026 STREET RESURFACING  
AND UTILITY PROJECT (NOT-TO-EXCEED  
ENGINEER'S PROJECT FEE: \$125,179).**

**WHEREAS**, the President and Board of Trustees of the Village of Western Springs (“Village Board” or “Village”) and V3 Companies (“Engineer”) desire to enter into a Professional Services Agreement for Construction Engineering Services (“Services”) for the 2026 Street Resurfacing and Utility Project and its Exhibit “1” titled “Rider to Professional Services Agreement Between The Village Of Western Springs and V3 Companies”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

**WHEREAS**, under the PSA, the Engineer agrees to perform Construction Engineering Services (the “Services”) relative to the 2026 Street Resurfacing and Utility Project, which consists of asphalt resurfacing and patching of various roadways. The Project is further described as follows: water main and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways, and roadway milling and resurfacing in locations throughout the Village. 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 \$125,179.00. The Engineer’s fee will be paid from the Village’s Referendum Funds, the Village’s General Fund and/or monies from other lawful sources; and

**WHEREAS**, at an open public meeting held on May 5, 2026, the Public Works and Water Committee (the “Committee”) reviewed and discussed the Project and the terms of the attached PSA, and received input from the Village staff and provided an opportunity for input from the public on the matter, and then the Committee favorably recommended that the Village Board approve the PSA; and

**WHEREAS**, at open public meetings held on May 11, 2026 and May 18, 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 on the matter. At its May 18, 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, local businesses and the public to approve and enter into the attached PSA.

2127894\_1

**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 Professional Services Agreement.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the PSA for the Engineer to perform the Services for the Project (**Group Exhibit "A"**). 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. 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 that are necessary to fulfill the Village's obligations under the PSA.

**Section 3. Appropriation and Authorization of Expenditure of Village Funds.** The President and Board of Trustees further approve and authorize the expenditure of Referendum Funds, General Fund funds and/or other available Village funds to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the PSA, 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 attached PSA.

**Section 4. Delivery of Agreement and Other 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 certified copies of this Resolution and an executed version of the attached PSA to IDOT and the Engineer, and such other persons and governmental agencies with oversight jurisdiction of the Project, for submittal and record retention purposes.

**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 18th day of May, 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 V3 Companies  
in Regard to Construction Engineering Services for  
the 2026 Streets Resurfacing and Utility Project**

and

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between the Village of Western Springs and V3 Companies  
in Regard to Construction Engineering Services for  
the 2026 Streets Resurfacing and Utility Project**

(attached)

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

**CLERK'S CERTIFICATE**

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

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND V3 COMPANIES FOR CONSTRUCTION ENGINEERING SERVICES RELATING TO THE 2026 STREET RESURFACING AND UTILITY PROJECT (NOT-TO-EXCEED ENGINEER'S PROJECT FEE: \$125,179).**

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 18<sup>th</sup> day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18th day of May, 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 May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

SEAL



February 19, 2026

Mr. Jeff Koza, PE, CFM  
Director of Engineering/Village Engineer  
Village of Western Springs  
740 Hillgrove Ave.  
Western Springs, IL 60558

**RE: 2026 Capital Improvement Program - Streets Resurfacing Project**

Dear Mr. Koza,

On behalf of V3 Companies (V3), we are pleased to submit this scope of services for Construction Engineering for the Streets Resurfacing Project in Western Springs, Illinois. V3 has provided similar services for other construction projects in Western Springs, and we are fully aware of the requirements of the Village.

**PROJECT UNDERSTANDING**

V3 understands that the Village of Western Springs is requesting on-site inspection and documentation services required related to this project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as the Village of Western Springs and Illinois Department of Transportation standards and specifications.

**SCOPE OF SERVICES**

The following summarizes the general scope of services we will provide for the duration of the project which will consist of three phases:

- Pre-Construction Phase.
- Construction Phase.
- Final Close-out Phase.

1. **Pre-Construction Phase** – We will provide the following services during the pre-construction phase:

- a. Attend all “pre-construction” meetings.
- b. Set-up project files, field books and records for progress documentation. Project documentation will be performed to *IDOT Documentation* standards.
- c. Document existing conditions with electronic photographs and videos.

2. **Construction Phase** – We will provide the following services during the construction phase:
  - a. Perform on-site inspection to help assure completion of the work in accordance with contract documents.
  - b. Perform inspections of erosion and sediment control measures installed by contractors and document conditions as required by governing agencies.
  - c. Verify contractor’s layout on an as needed basis.
  - d. Prepare and submit weekly reports to the Village.
  - e. Provide the Village written construction updates as necessary.
  - f. Communication and coordination with local stakeholders.
  - g. Measurements and computation of pay items.
  - h. Preparation and submission of all partial and final pay estimates and change orders.
  - i. Preparation of reports and documents as requested by the Village.
  - j. Provide material testing as needed – utilizing our geotechnical subconsultant – Interra.
  
3. **Final Close-out Phase** – We will provide the following services during the close-out phase:
  - a. Prepare and monitor the completion of the final punch-list.
  - b. Conduct final inspection of contractor’s work.
  - c. Preparation of final reports and documents as requested by the Village.
  - d. Prepare “Record Drawings” of the completed project in PDF formats.
  - e. Complete and submit all final measurements, calculations and final contract records.

**Material Quality Assurance**

V3 will team with Interra Inc. for material testing quality assurance. Interra has worked with V3 on numerous projects for many agencies and municipalities. We have utilized their services for the Burlington Ave. and Hampton Ave. projects in Western Springs in the past. Interra is IDOT pre-qualified for material testing quality assurance.

**COMPENSATION**

V3 shall be paid a Direct Labor Multiplier of 3.0 times the employee’s hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project are summarized below:

<b><i>Fee for Resident Engineering Services:</i></b>	<b><i>\$ 114,179.00</i></b>
<b><i>Fee for Material Testing:</i></b>	<b><i>\$ 11,000.00</i></b>
<b><i>Total Not to Exceed Fee:</i></b>	<b><i>\$125,179.00</i></b>

**MISCELLANEOUS CONTRACTURAL ITEMS**

These services will be provided under the Terms and Conditions attached. If the terms of these services' request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as out Notice to Proceed for this work.

We appreciate the opportunity to present this agreement and look forward to working with you on this project.

Sincerely,  
V3 Companies

For:  
V3 Companies

Accepted For:  
VILLAGE OF WESTERN SPRINGS



James Bessler  
Resident Construction Manager

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

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



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

Date: \_\_\_\_\_

**EXHIBIT A**

**2026 Street Improvements  
Village of Western Springs  
Estimated Construction Engineering Services Hours and Costs**

**Assumptions**  
Targeted Letting Date  
Construction Start  
Final Punchlist/Completion  
Sod

**V3 Construction Engineering**

Classification	Name	Role	Rate*	DLM	Billing Rate	15.5 Weeks							Total Hours	Total Costs	
						Pre-Con	Garden/ 39th	Rose/ 39th	Rose/ Oak	Maple St.	Sunset Terr.	Reid St.			Closeout
Sr Construction Technician	Jim Bessler	Resident Engine	\$55.92	3.000	\$167.76	30	120	100	60	120	100	80	40	650	\$109,044.00
													<b>Total Projected V3 Labor:</b>	<b>\$109,044.00</b>	
Vehicles (Day)				Days	\$65.00	3	15	13	7	15	13	10	3	79	\$5,135.00
Premium Overtime				Hours										0	\$0.00
Misc Office Supplies				L Sum										0	\$0.00
Material Quality Assurance	Interra, Inc.														\$11,000.00
													<b>Total Projected Project Direct Costs:</b>	<b>\$16,135.00</b>	
													<b>Total Projected Cost:</b>	<b>\$125,179.00</b>	

- Garden/ 39th**
  - Mob/ Traffic Ctrl 1-2 days
  - Sanitary Work 0.5 week
  - Watermain & Services 1 week
  - Removals 0.5 week
  - Curb/ Sidewalk & Pave 1 week
  - Total = 3 weeks**
  
- Rose/ 39th**
  - Mob/ Traffic Ctrl 1-2 days
  - Sanitary Work 1 week
  - Removals 0.5 week
  - Curb/ Sidewalk & Pave 1 week
  - Total = 2.5 weeks**
  
- Rose/ Oak**
  - Mob/ Traffic Ctrl 1-2 days
  - Sanitary Work 0.5 week
  - Watermain & Services 0.5 week
  - Removals 0.25 week
  - Curb/ Sidewalk & Pave 0.25 week
  - Total = 1.5 weeks**
  
- Maple - Western/ Rose**
  - Mob/ Traffic Ctrl 1-2 days
  - Sanitary Work 1 week
  - Removals 1 week
  - Curb/ Sidewalk & Pave 1 week
  - Total = 3 weeks**
  
- Sunset Terr/ Hampton**
  - Mob/ Traffic Ctrl 1-2 days
  - Sanitary Work 0.5 week
  - Removals 1 week
  - Curb/ Sidewalk & Pave 1 week
  - Total = 2.5 weeks**
  
- Reid - Hampton/ Prospect**
  - Mob/ Traffic Ctrl 1-2 days
  - Sanitary Work 0.5 week
  - Removals 0.5 week
  - Curb/ Sidewalk & Pave 1 week
  - Total = 2 weeks**
  
- Punch List/ Closeout**
  - 1 week
  
- Grand Total = 15.5 weeks**

**V3 COMPANIES  
GENERAL TERMS AND CONDITIONS**

**1. CLIENT'S RESPONSIBILITIES**

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

**2. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and 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. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. 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 CONSULTANT 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, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT 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 CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

**3. TERMS OF PAYMENT**

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

**4. SUSPENSION OF SERVICES**

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

**5. TERMINATION**

This Agreement may be terminated by either party upon fourteen (14) 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 CONSULTANT before the termination date shall be reimbursed by CLIENT.

**6. ATTORNEY'S FEES**

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

**7. REUSE OF DOCUMENTS**

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

## 8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

## 9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

## 10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

## 11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

- If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion. Section 11 in no way will limit the City's ability to assert any defenses to liability pursuant to the Local Government and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101 et. seq.;

## 12. 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.

## 13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amounts of liability or other insurance coverage available to CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

## 14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

## 15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

**Exhibit "1"**

**Rider to Professional Services Agreement  
Between the Village of Western Springs and V3 Companies  
in Regard to Construction Engineering Services for  
the 2026 Streets Resurfacing and Utility Project**

(attached)

**Rider to Professional Services Agreement  
Between the Village of Western Springs and V3 Companies  
in Regard to Construction Engineering Services for  
the 2026 Streets Resurfacing and Utility 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 policies 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 resumption 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 hereinafter 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 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. 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: May, 2026



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

#### AGENDA ITEM 9.F.

**To:** Board of Trustees

**From:** Jeff Koza, Director of Engineering Services

**CC:** Ellen Baer, Village Manager, John Mastandona, Director of Finance

**RE:** [Previously discussed] Gilbert Avenue Phase II Design Engineering Agreement Amendment #1 (Omnibus Item)

---

#### Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of amendment no. 1 to the Gilbert Avenue Design Engineering Agreement with Baxter & Woodman Consulting Engineers for an amount not to exceed \$7,000. The item was also reviewed at the May 11, 2026 Board of Trustees meeting.

#### Summary

IDOT has requested two (2) additional work items for the Gilbert Avenue Design Engineering phase of the project that were not included in the original April 14, 2025 agreement with Baxter & Woodman. These items include a Preliminary Environmental Site Assessment (PESA) involving a site visit, regulatory records review, preparation of a formal report for IDOT approval, and a Hydraulics Memo compiling hydraulic survey information and supporting exhibits. Staff initially held off on presenting this amendment in hopes that the original project budget would be able to absorb the added work. However, after further review, the remaining budget is insufficient to cover these tasks. Baxter & Woodman has submitted Amendment No. 1 in the amount of \$7,000, consisting of \$4,500 for the PESA and \$2,500 for the Hydraulics Memo, increasing the total contract from \$110,000 to \$117,000. Under the existing Intergovernmental Agreement between Western Springs and La Grange, engineering costs for the project are shared equally, as the lead agency Western Springs will pay the consultant and then seek reimbursement for 50% of the costs from LaGrange. The LaGrange Public Works Director is aware of the need for this supplement, and he concurs with this recommendation.

#### Financial Impact

Funds are available in the current budget year in account 4102370-50331 to cover the \$7,000 expense. Ultimately \$3,500 of the \$7,000 will be reimbursed to the Village by the Village of LaGrange.

#### Recommended Motion

I move to approve amendment no. 1 to the Gilbert Avenue Design Engineering Agreement with Baxter & Woodman Consulting Engineers in an amount not to exceed \$7,000.

## **Strategic Plan Alignment**

Infrastructure Improvements

### **File Attachments**

1. 26-3011 Approving Amendment 1 to PSA with Baxer and Woodman for Phase II Design Engineering for Gilbert Ave.
2. Exhibit A - Gilbert Ave Design Amendment\_No1 \_BLR-05530\_

**DRAFT 5.18.26**  
**RESOLUTION NO. 26-????**  
**VOTE: Passed by an omnibus vote.**  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**  
**DATE: May 18, 2026.**  
**OTHER: None.**

**A RESOLUTION APPROVING AND AUTHORIZING**  
**THE EXECUTION OF AMENDMENT NO. 1 TO**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
**BAXTER & WOODMAN FOR PHASE II DESIGN**  
**ENGINEERING SERVICES FOR THE GILBERT**  
**AVENUE RESURFACING PROJECT.**

**WHEREAS**, with the passage of Resolution No. 25-2882 on February 10, 2025, the President and Board of Trustees of the Village of Western Springs (the “Village Board”) and Baxter & Woodman, Inc. (the “Consultant”) entered into an agreement entitled “Professional Services Agreement Between the Village of Western Springs and Baxter & Woodman, Inc.” for the performance of design engineering and survey services for the Gilbert Avenue Resurfacing Project (the “Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Baxter & Woodman, Inc.” copies of which are incorporated herein by reference and are on file with the Village Clerk’s Office (collectively, the “Agreement”). The Consultant agreed to perform the Services relative to the Project (as defined below) for a not-to-exceed fee of \$110,000.00 (the “Service Fee”); and

**WHEREAS**, the Village Board and the Consultant now desire to enter into “Amendment No. 1” to the Agreement to provide for the payment of additional Service Fees in the amount of \$7,000.00 for the performance of the additional Services by the Consultant because IDOT required changes generated additional services beyond the initial scope of agreement (“Amendment No. 1”). A copy of Amendment No. 1 is attached hereto as Exhibit “A” and made a part hereof ; and

**WHEREAS**, the Village has also previously entered into a cost-sharing agreement with the Village of LaGrange with respect to the funding of the Gilbert Avenue Resurfacing Project, agreeing to share the costs equally while the Village of Western Springs is the lead agency in terms of securing funding and project work; therefore the Village ultimately expects to receive reimbursement for 50% (\$3,500) of the cost of Amendment No. 1.

**WHEREAS**, at an open public meeting held on May 5, 2026, the Public Works and Water Committee (the “Committee”) reviewed the terms of the attached Amendment No. 1 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 Amendment No. 1; and

**WHEREAS**, at open public meetings held on May 11, 2026 and May 18, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, Amendment No. 1 and the Committee’s recommendation and received input from the Village staff and provided an opportunity for public input on the matter. At its May 18, 2026 meeting, the President and Board of Trustees of the Village of Western Springs accepted the Committee’s recommendation to approve and enter into Amendment No. 1; 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 Constitution of the State of Illinois 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) and the Local Government Professional Services Selection Act (50 ILCS 510), to approve and enter into the attached Amendment No. 1, and find that it is protective of the health, safety and welfare 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 Amendment No. 1.

**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 Amendment No. 1 and Other Related Documents.** The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of Amendment No. 1, substantially in the form attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under Amendment No. 1.

**SECTION 3. Approval of Related Expenses and Village Actions Necessary Per Amendment No. 1.** 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 Amendment 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 the attached Amendment No. 1.

**SECTION 4. Delivery of Signed Documents.** After approval and execution of this Resolution and Amendment No. 1 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 Amendment No. 1 to the Consultant 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 Regular Meeting thereof, held on the 18th day of May, 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

**SEAL**

**Exhibit "A"**

**Amendment No. 1 to Professional Services Agreement  
Between The Village Of Western Springs And Baxter & Woodman, Inc.  
For Phase II Design Engineering Services For The Gilbert Avenue Resurfacing Project  
(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 AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN FOR PHASE DESIGN ENGINEERING SERVICES FOR THE GILBERT AVENUE RESURFACING 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 18th day of May, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 18th day of May, 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 May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

SEAL



Local Public Agency Engineering Services Agreement

Using Federal Funds? [ ] Yes [x] No Agreement For MFT/TBP - PE Agreement Type Supplement Number 1
Using State Funds (Non-MFT/TBP)? [ ] Yes [x] No

LOCAL PUBLIC AGENCY

Local Public Agency Village of Western Springs County Cook Section Number 25-00105-00-RS Job Number C-91-293-26
Project Number 6H4Z(948) Contact Name Jeff Koza Phone Number (708) 246-1800 Email jkoza@wsprings.com

SECTION PROVISIONS

Local Street/Road Name Gilbert Avenue Key Route 9-2697 Length 1.02 miles Structure Number N/A
Location Termini 47th Street and Ogden Avenue Add Location Remove Location
Project Description HMA resurfacing, HMA patching, curb & gutter spot repairs, intersection ADA improvements, pavement markings, and other miscellaneous items of work.

Engineering Funding [x] MFT/TBP [ ] State [ ] Other MFT Funds
Anticipated Construction Funding [x] Federal [ ] MFT/TBP [ ] State [ ] Other

AGREEMENT FOR

[x] Phase I - Preliminary Engineering [x] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Baxter & Woodman Contact Name Jon Trent Phone Number (815) 444-3302 Email jtrent@baxterwoodman.com
Address 8430 W. Bryn Mawr Ave, Suite 400 City Chicago State IL Zip Code 60631

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT 1: Scope of Services
- EXHIBIT 2: Project Schedule
- EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- EXHIBIT 4: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Summary Sheet
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit 3).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate \$7,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman	38-2845242	\$7,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$7,000.00
Total for all work		\$7,000.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The   of

By (Signature & Date)

By (Signature & Date)

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Western Springs	Baxter & Woodman	Cook	25-00105-00-RS

**EXHIBIT 1  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The following items are hereby added:

2.2.B. Preliminary Environmental Site Assessment (PESA): Per IDOT's request, perform a site visit and regulatory records review and prepare a report summarizing the activities and results of the assessment. Submit to IDOT for review and approval.

10. Hydraulics Memo: Per IDOT's request, compile hydraulic survey information and compile information into a technical memo with exhibits. Submit to IDOT for review and approval.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Western Springs	Baxter & Woodman	Cook	25-00105-00-RS

**EXHIBIT 2  
PROJECT SCHEDULE**

- Pre-Final PS&E Village Submittal – December 2025
- Pre-Final PS&E IDOT Submittal – July 2026
- Final PS&E IDOT Submittal – September 2026
- IDOT Letting – January 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Western Springs	Baxter & Woodman	Cook	25-00105-00-RS

**Exhibit 3  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Exhibit  
Direct Costs Worksheet**

Local Public Agency	County	Section Number	Job Number
Village of Western Springs	Cook	25-00105-00-RS	C9129326

Consultant/Subconsultant Name

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (Per Federal GSA)	Up to Federal rate maximum			
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			
Air Fare	Coach rate, actual cost, requires minimum two weeks; notice, with prior IDOT approval			
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum			
Vehicle Owned or Leased (No mileage charged allowed)	\$45.00/half day (4 hours or less) or \$90/full			
Vehicle Rental	Actual Cost (Up to \$55/day)			
Tolls	Actual Cost			
Parking	Actual Cost			
Overtime	Premium portion (Submit supporting documentation)			
Shift Differential	Actual Cost (Based on firm's policy)			
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			
Project Specific Insurance	Actual Cost			
Monuments (Permanent)	Actual Cost			
Photo Processing	Actual Cost			
2-Way Radio (Survey or Phase III Only)	Actual Cost			
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
CADD	Actual Cost (Max \$15/hour)			
Web Site	Actual Cost (Submit supporting documentation)			
Advertisements	Actual Cost (Submit supporting documentation)			
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			
Recording Fees	Actual Cost			
Transcriptions (specific to project)	Actual Cost			
Courthouse Fees	Actual Cost			

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Testing of Soil Samples	Actual Cost			
Lab Services	Actual Cost (Provide breakdown of each cost)			
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<b>TOTAL DIRECT COSTS:</b>				



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

#### **AGENDA ITEM 9.G.**

**To:** Board of Trustees

**From:** Jeff Koza, Director of Engineering Services

**CC:** Ellen Baer, Village Manager, John Mastandona, Director of Finance

**RE:** [Previously discussed] Gilbert Avenue Phase II Design Engineering Agreement Amendment #1 - IDOT BLR 09110 Authorizing the use of MFT Funds (Omnibus Item)

---

#### **Recommendation**

The Village Board reviewed this item at their meeting on May 11, 2026 and recommended the approval of a supplemental resolution, IDOT Form BLR 09110, authorizing the use of \$7,000 of MFT funds to pay for the Gilbert Avenue Phase II Design Engineering Agreement Amendment #1.

#### **Summary**

This supplemental Motor Fuel Tax (MFT) Resolution BLR 09110 is required to authorize the use of MFT funds to pay for the additional engineering work associated with Amendment No. 1 to the Baxter & Woodman agreement for the Gilbert Avenue project. This is the first supplemental MFT resolution, and it authorizes the use of \$7,000 of additional MFT funds to pay for the work. The original BLR 09110 MFT resolution in an amount of \$110,000 was approved on February 10, 2025 via resolution no. 25-2883.

#### **Financial Impact**

Funds are available in the current budget year in account 4102370-50331 to cover the \$7,000 expense. Ultimately \$3,500 of the \$7,000 will be reimbursed to the Village by the Village of LaGrange.

#### **Recommended Motion**

I move to approve a supplemental resolution, IDOT Form BLR 09110, authorizing the use of \$7,000 of MFT funds to pay for the Gilbert Avenue Phase II Design Engineering Agreement Amendment #1.

#### **Strategic Plan Alignment**

Infrastructure Improvements

#### **File Attachments**

1. blr-09110 (Supplemental no 1) Gilbert Avenue Design Engineering





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[ ] Yes [x] No

Resolution Type: Supplemental, Resolution Number: [ ], Section Number: 25-00105-00-RS

BE IT RESOLVED, by the Board of Western Springs of the Village of Western Springs, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Gilbert Avenue, 1.03, [ ], US 34 Ogden Avenue, 47th Street

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Row 1: [ ], [ ], [ ], [ ], [ ]

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Preliminary Engineering Services for the subject roadway improvement.

2. That there is hereby appropriated the sum of seven thousand Dollars (\$7,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Edward Tymick, Clerk in and for said Village of Western Springs

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Western Springs at a meeting held on May 18, 2026

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [ ] day of [ ] Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date box

Approved

Regional Engineer Signature & Date Department of Transportation box



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

#### **AGENDA ITEM 10.A.**

**To:** Board of Trustees

**From:** Diana Puga, Municipal Services Coordinator

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

**RE:** [Previously discussed] Surplus Declaration - Q2 2026 (Omnibus Item)

---

#### **Recommendation**

The Properties and Recreation Committee reviewed this item at their meeting on May 4, 2026 and recommended the approval of the surplus of various pieces of office furniture.

#### **Summary**

Staff have identified several items that are recommended for surplus. The items being recommended for surplus are:

- Mosler safe and storage - This item was previously used by the Police department, but the item has exceeded its useful life and the safe component is non-functional. The department recently upgraded their storage and lockers with more modern storage.
- Eight (8) 4-Drawer File Cabinets - These file cabinets were previously used by the Finance department for record keeping. Recent efforts to digitize records and participation in document recycling events have allowed the department to dispose of old records.
- Two (2) 2-Drawer File Cabinet - The metal file cabinet was previously used by the Finance department for record keeping. The plastic file cabinet was also previously used for record keeping.

These items will be sold via auction through Public Surplus.

#### **Financial Impact**

Financial Impact TBD pending sales from auction.

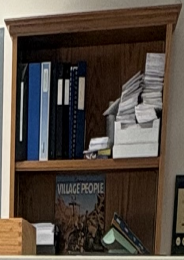
#### **Recommended Motion**

I move to approve the surplus of various pieces of office furniture, including an old safe and 8 file cabinets.

#### **Strategic Plan Alignment**

## **File Attachments**

1. File Cabinets
2. Safe
3. Safe Door
4. 2-Drawer File Cabinet (Metal)
5. 2-Drawer File Cabinet (Plastic)
6. Ordinance No. 26\_\_\_ - Re Declaration of Surplus Property (VH Furniture) (BOT Appr. 5.18.26)(2127868.1)
7. Schedule of Village Property for Surplus Declaration - Q2 2026

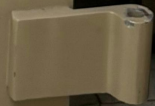


Empty

Empty

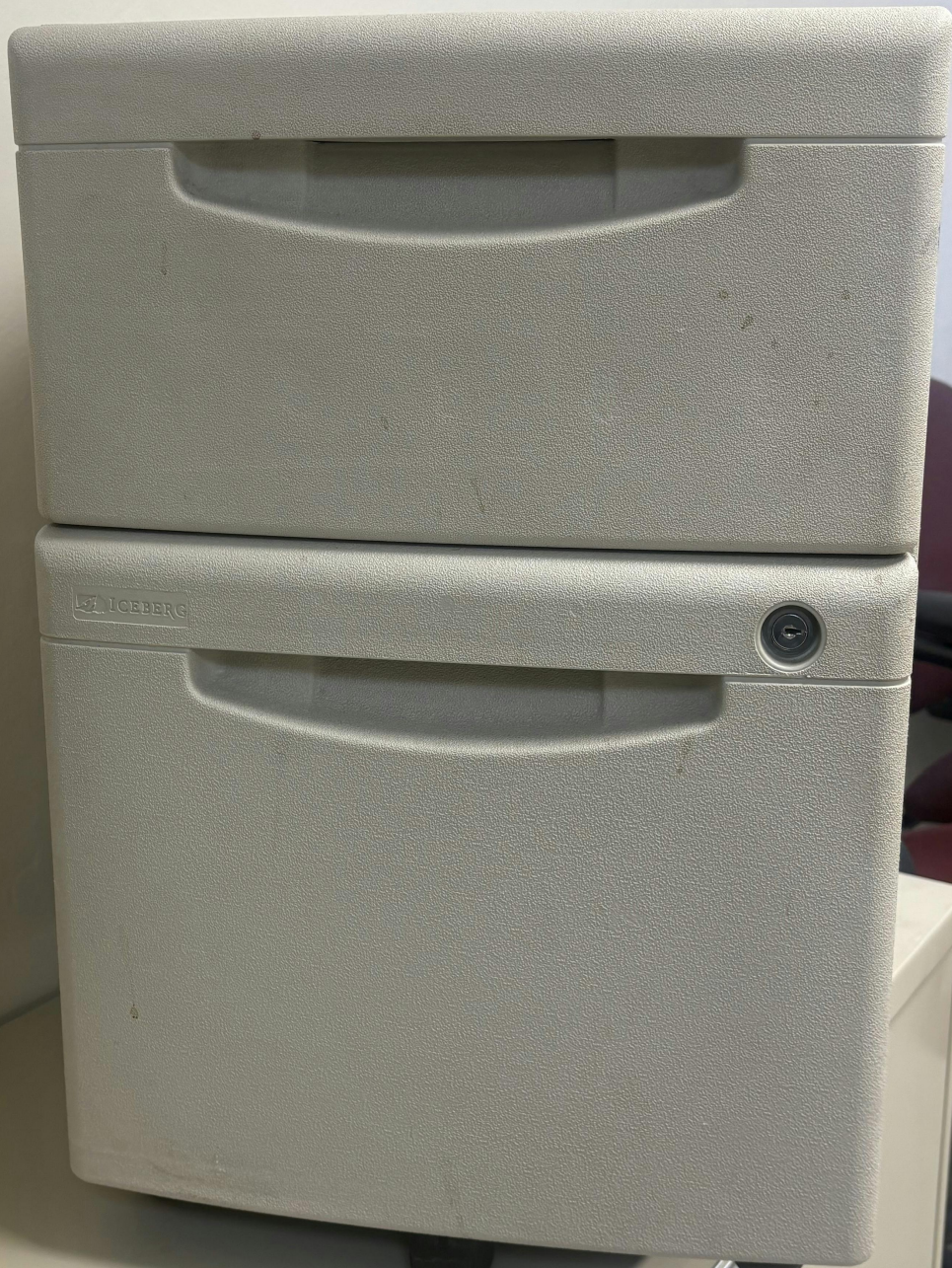


Mosler



HOP

WOLVERINE'S 24-HOUR EMERGENCY NUMBER  
**1-888-337-5004**  
For non-emergency inquiries  
contact us at 509-522-2491  
or visit our website:  
[www.modestripipeline.com](http://www.modestripipeline.com)  
Wolverine 811



**DRAFT 5.18.26  
ORDINANCE NO. 26-????**

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF  
SURPLUS PROPERTY OWNED BY THE VILLAGE OF  
WESTERN SPRINGS (VILLAGE HALL FURNITURE).**

**VOTE:**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**DATE: May 18, 2026**

**OTHER: None.**

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the Corporate Authorities of the Village of Western Springs may dispose of personal property owned by the Village when, in the opinion of the majority of the Corporate Authorities, such property is no longer necessary, useful to or in the best interests of the Village; and

**WHEREAS**, the Corporate Authorities of the Village of Western Springs, Cook County, Illinois deem it no longer necessary, useful to or in the best interests of the Village to retain the surplus personal property described in Exhibit "A" attached hereto and made part hereof, and desire that the Village Manager dispose of such property in any lawful manner.

**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: Finding and Declaration of Surplus Property Status.** The Corporate Authorities of the Village of Western Springs find and declare that all itemized property of the Village set forth in Exhibit "A" which is attached hereto and made part hereof, is surplus personal property because it is no longer necessary, useful to or in the best interests of the Village to retain such property.

**SECTION 3: Authorization of Disposal and Execution of Necessary Documents.** The Village Manager, or their designee, is authorized to dispose of the personal surplus property of the Village set forth in Exhibit "A" in any lawful manner in accordance with the terms and provisions set forth above this Ordinance. The Village Manager, or their designee, is further authorized to execute all necessary documents to transfer the titles to the surplus property and to effectuate its transfer, and to require the execution of a waiver of claims and indemnification from the purchaser, grantee or donee, as appropriate and recommended by the Village Attorney.

**SECTION 4: 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 18th day of May, 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 "A"**

(attached)

COUNTY OF C O O K                    ) SS  
                                                  )

**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 Ordinance now on file in my office, entitled:

**ORDINANCE NO. 26-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY OWNED BY THE VILLAGE OF WESTERN SPRINGS (VILLAGE HALL FURNITURE)**

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 18th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 18th day of May, 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 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 May, 2026.

\_\_\_\_\_  
Edward Tymick, Village Clerk

**SEAL**

## **Schedule of Village Property for Surplus Declaration**

1. Mosler safe and storage
2. Eight (8) 4-Drawer File Cabinets
3. Two (2) 2-Drawer File Cabinet



## AGENDA ITEM SUMMARY

### BOARD OF TRUSTEES

Regular Meeting: May 18, 2026

#### **AGENDA ITEM 11.A.**

**To:** Board of Trustees

**From:** Brian Scott, Director of Fire and EMS

**CC:** Ellen Baer, Village Manager, John Mastandona, Director of Finance, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk

**RE:** [Previously discussed] Revised Agreement Brycer L.P./Brycer Advisory Group, L.P./Inspections Reports Online.net Inc. (Omnibus Item)

---

#### **Recommendation**

The Public Health and Safety Committee reviewed this item at their meeting on May 4, 2026 and recommends approval of an updated service agreement requested by Brycer L.P./Brycer Advisory Group, L.P./Inspections Reports Online.net Inc. ("Brycer/IROL").

#### **Summary**

In 2024, the Village Board approved Resolution 24-2836 authorizing a three (3) year agreement with Inspections Reports Online (IROL) for third-party inspection, testing, and maintenance reporting services. That agreement was executed on October 3, 2024, and remains in effect through October 2027.

Since that time, IROL has merged with its former competitor, Brycer L.P., and the combined entity now operates as Brycer L.P./Brycer Advisory Group, L.P./InspectionsReportsOnline.net Inc. As a result of this merger, the company has requested that the Village approve an updated three (3) year agreement reflecting the new corporate structure.

The updated agreement does not require any operational changes at this time, and the Fire Department may continue using the existing IROL platform exactly as it has over the past year. The service will continue to be provided to the Village at no cost, and the only modification is a minimal one-cent increase to the per-report fee charged to service providers, rising from \$19.99 to \$20.00.

#### **Financial Impact**

No cost to the Village. \$20. fee/inspection.

#### **Recommended Motion**

I move to approve the updated agreement with Brycer L.P./IROL for third-party inspection, testing, and maintenance reporting services

## **Strategic Plan Alignment**

None.Public Safety and Community Engagement

## **File Attachments**

1. BRYCER Agreement\_Western Springs IL\_April 2026\_BRYCER Signed by Brycer 4.21.26

**BRYCER, L.P.**  
**BRYCER ADVISORY GROUP, L.P.**  
**INSPECTIONREPORTSONLINE.net INC.**  
**2300 Cabot Drive**  
**Suite 250**  
**Lisle, IL 6053255**

(Date): \_\_\_\_\_

**Western Springs Fire Department**  
4353 Wolf Road  
Western Springs, IL 60558

**Re: “The Compliance Engine”**

Dear **Western Springs Fire Department**:

We look forward to providing you with “The Compliance Engine” (the “Solution”) and the advisory services described below related to the Solution (the “Advisory Services”). This proposal letter provides the basic terms by which Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively, “Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”) will provide you, **Western Springs Fire Department** (“Client”), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing (Date) \_\_\_\_\_ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive one two-year period period unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing at least 90 days prior to the expiration of the then current Term (the “Renewal Term” and together with the Initial Term, the “Term”). The parties may extend the Agreement at the conclusion of the Term only by written agreement. Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 180 days’ written notice to each of Brycer and BAGLP.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution. Brycer will charge \$20 in fees to third party inspectors. This fee may be amended upon mutual agreement between Brycer and Client.

3. **Brycer and BAGLP Responsibilities**: During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client’s use of the Solution and the Advisory Services:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.

- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center.** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- **Advisory Services.** BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its

discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.

- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Third-Party Reports.** Client will require all compliant and deficient test results to be submitted.
- **Compliance.** Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- **Collaboration.** Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data.** Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: Bryan Schultz

Its: Director

Brycer Advisory Group, L.P.

By: Bryan Schultz

Its: Director

InspectionReportsOnline.net Inc.

By: Bryan Schultz

Its: Director

Acknowledged and Agreed: (Date): \_\_\_\_\_

**[Western Springs Fire Department]**

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

Its: \_\_\_\_\_

**Exhibit A**  
**Terms and Conditions**

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively “Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”), on the one hand, and Client, on the other hand (the “Agreement”). As used in these Terms and Conditions, “Brycer” means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below.

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the “Work Product”) in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the “Authorized Users”) to use the Solution and the Work Product for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product; (c) it shall not sell, resell, rent or lease the Solution or the Work Product; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product; and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the “Derivative Works”), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the “Documentation”), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer’s policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.
5. **Use of Logos.** During the term of the Agreement, Brycer shall have the right to use Client’s logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.
6. **Confidential Information.** Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information (“Confidential Information”). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer’s screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party’s Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party; provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.
8. **Disclaimer.** All information, as well as all conclusions as to the condition of any testing site, entered into Brycer’s database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER’S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF**

**MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.**

9. **LIMITATION ON DAMAGES.** BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder); (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses including reasonable attorneys' fees arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Entire Agreement.** The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the

entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

19. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

21. Separation of Services. Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.

Brycer will assign Client a dedicated customer representative with direct access to their email and work number.



# PROCLAMATION



## 52nd Annual Emergency Medical Services Week

**WHEREAS**, emergency medical services are an essential public service, providing lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, timely access to quality emergency care significantly improves survival and recovery rates for individuals experiencing sudden illness or injury; and

**WHEREAS**, emergency medical services bridge critical healthcare gaps by delivering out-of-hospital care, including preventive medicine, follow-up treatment, and access to telemedicine; and

**WHEREAS**, the emergency medical services system is composed of dedicated professionals, including first responders, emergency medical technicians, paramedics, dispatchers, firefighters, police officers, educators, administrators, nurses, physicians, and trained members of the public, all working together to provide vital medical care; and

**WHEREAS**, whether serving as career professionals or volunteers, members of emergency medical services teams undergo extensive training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is fitting to recognize the contributions and accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

**NOW, THEREFORE**, I, President Heidi Rudolph, Village President, do hereby proclaim the week of **May 17–23, 2026, as Emergency Medical Services Week** in the Village of Western Springs, honoring and celebrating those who dedicate their lives to protecting the health and safety of our community.

**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 18th day of May 2026.

\_\_\_\_\_  
Heidi Rudolph  
Village President

ATTEST: \_\_\_\_\_  
Edward Tymick  
Village Clerk



May 14, 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 April 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 April 2026. The Illinois Metropolitan Investment Fund's (IMET convenience fund) average daily yield was 3.71%. The Police Pension Fund posted realized and unrealized gains of 5.41% and maintained a trailing 12 month return of 23.17% at the end of April. The market value of the Police Pension portfolio is approximately \$23.596 million with an additional \$1.8 million in cash was on-hand at the end of April. 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 April 30, 2026).

#### April Cash and Investment Summary:

Village Operating Funds:	\$45,137,703
Village Trust & Agency Funds:	<u>\$26,791,608</u>
Village Total	<u>\$71,929,311</u>



Investment Allocation for April 2026

<u>Category</u>	<u>Operating Funds</u>	<u>Trust &amp; Agency</u>
Cash (Mesirow/Chicago Trust)	\$0	\$1,810,565
Money Market (CBWS & Republic Bank)	19,047,400	382,463
Illinois Funds/CBWS	16,439,736	257,609
CD's	4,122,724	610,733
Cash (CBWS/Heartland Bank)	1,802,138	133,797
Equity Fund (Market Value)	0	23,596,441
IMET Convenience Fund	3,725,705	0
<b>Total</b>	<u>\$45,137,703</u>	<u>\$26,791,608</u>

Fund Activity

**General Fund**

Year to Date Activity

Revenue:	\$7,656,228
Expenditures:	<u>(5,543,272)</u>
	\$2,112,956

The General Fund has a slight surplus at the end of April. Sales tax collections have been strong since the beginning of 2026, with collections through April totaling 41% of the total annual budget. This would represent about 20% growth compared to the same period last year. We anticipated about 10% growth due to legislation changes and the reduction of local use tax. Staff will continue to monitor this as the year progresses as it is a direct correlation to our local economy. The timing of vehicle stickers and business licenses also contributed to the surplus.

The County has distributed approximately 40% 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.

Expenditures were on target for the month.

### **Capital Improvement Fund**

#### Year to Date Activity

Revenue:	\$533,296
Expenditures:	<u>(337,412)</u>
	\$195,884

Expenditures incurred in April include the purchase of computer equipment and car lease payments, along with vehicle outfitting.

### **Water/Sewer Funds**

#### Year to Date Activity

Revenue:	\$1,795,069
Expenditures:	<u>(1,998,895)</u>
	(\$203,826)

Consumption billed in April (period covering January 15, 2026, to March 15, 2026) is about 3% lower than consumption billed in 2025 for the same period.

## Stormwater Utility Fee Fund

### Year to Date Activity

Revenue:	\$923,541
Expenditures:	<u>(7,161)</u>
	\$916,380

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:	\$3,619,912
Expenditures:	<u>(877,444)</u>
	\$2,742,468

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 gains of 5.41% and maintained a trailing 12 month return of 23.17% at the end of April. The Police Pension Fund held cash in the amount of \$1.8 million at the end of April, while having a market value of assets of approximately \$23.596 million.

Please refer to the attached schedules for more detail.

**Village of Western Springs**  
**MONTHLY REPORT - Cash Basis**  
**April 30, 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
<b>GENERAL FUND - 100</b>						
<b>Revenues</b>						
Property Taxes	\$6,885,669	\$4,129,649	\$2,093,040	\$2,754,268	\$1,375,381	59.97%
Taxes	5,484,500	2,132,444	518,510	1,828,167	304,277	38.88%
Licenses and Permits	1,730,000	810,043	373,279	757,129	52,914	46.82%
Intergovernmental	348,600	88,201	8,981	116,200	(27,999)	25.30%
Charges for Services	722,500	225,435	52,575	240,833	(15,399)	31.20%
Fines	130,000	43,043	9,941	43,333	(290)	33.11%
Interest	253,000	98,548	28,552	84,333	14,214	38.95%
Rental	159,000	85,029	10,125	53,000	32,029	53.48%
Miscellaneous	5,600	43,837	1,377	1,867	41,970	782.80%
	<u>\$15,718,869</u>	<u>\$7,656,228</u>	<u>\$3,096,380</u>	<u>\$5,879,130</u>	<u>\$1,777,098</u>	<u>48.71%</u>
<b>Expenditures</b>						
General Government	(2,367,217)	(941,842)	(201,424)	(789,072)	(152,770)	39.79%
Finance	(638,558)	(264,607)	(62,938)	(212,853)	(51,754)	41.44%
Law Enforcement	(6,570,181)	(2,314,436)	(1,012,600)	(1,358,319)	(956,117)	35.23%
Municipal Services	(2,368,571)	(864,008)	(152,340)	(789,524)	(74,484)	36.48%
Engineering Services	(132,197)	(29,648)	(6,381)	(44,066)	14,418	22.43%
Fire and EMS	(2,470,062)	(821,011)	(200,268)	(823,354)	2,343	33.24%
Community Development	(1,170,188)	(307,720)	(78,073)	(390,063)	82,343	26.30%
	<u>(\$15,716,974)</u>	<u>(\$5,543,272)</u>	<u>(\$1,714,024)</u>	<u>(\$4,407,250)</u>	<u>(\$1,136,022)</u>	<u>35.27%</u>
<b>Subtotal - Surplus (Deficit)</b>	<b>\$1,895</b>	<b>\$2,112,956</b>	<b>\$1,382,356</b>	<b>\$1,471,881</b>	<b>\$641,076</b>	
<b>RECREATION FUND - 210</b>						
<b>Revenues</b>						
Property Taxes	\$420,371	\$290,722	\$124,702	\$168,148	122,574	69.16%
Charges for Services	1,284,280	375,559	99,918	428,093	(52,534)	29.24%
Interest	38,550	21,179	8,566	12,850	8,329	54.94%
Miscellaneous	-	1,000	1,000	1,000	-	100.00%
Rental Income	261,450	96,897	23,955	87,150	9,747	37.06%
	<u>\$2,004,651</u>	<u>\$785,358</u>	<u>\$258,141</u>	<u>\$697,242</u>	<u>\$88,116</u>	<u>39.18%</u>
<b>Expenditures</b>						
Culture and Recreation	(2,142,960)	(470,880)	(173,050)	(657,126)	186,246	21.97%
<b>Surplus (Deficit)</b>	<b>(\$138,309)</b>	<b>\$314,478</b>	<b>\$85,091</b>	<b>\$40,116</b>	<b>\$274,362</b>	

**Village of Western Springs**  
**MONTHLY REPORT - Cash Basis**  
**April 30, 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
<b>CAPITAL IMPROVEMENT FUND - 310</b>						
<b>Revenues</b>						
Property Taxes	\$226,000	\$155,143	\$66,659	\$90,400	\$64,743	68.65%
Capital Grant	265,000	346,803	-	346,803	-	130.87%
Interest	82,000	31,350	7,459	27,333	4,017	38.23%
Sale of Real Property	-	-	-	-	-	0.00%
	\$573,000	\$533,296	\$74,118	\$464,536	\$68,760	93.07%
<b>Expenditures</b>						
General Government	(220,000)	(118,702)	(46,981)	(118,702)	-	53.96%
Law Enforcement	(213,595)	(51,377)	(675)	(51,377)	-	24.05%
Municipal Services	(1,082,703)	(64,399)	(4,911)	(64,399)	-	5.95%
Fire Services	(157,475)	(102,934)	(50,503)	(102,934)	-	65.37%
	(\$1,673,773)	(\$337,412)	(\$103,070)	(\$337,412)	\$0	20.16%
<b>Surplus (Deficit)</b>	<b>(\$1,100,773)</b>	<b>\$195,884</b>	<b>(\$28,952)</b>	<b>\$127,124</b>	<b>\$68,760</b>	
<b>PUBLIC BENEFIT FUND - 320</b>						
<b>Revenue</b>						
Interest	\$32,000	\$14,463	\$3,783	\$10,667	\$3,797	45.20%
	\$32,000	\$14,463	\$3,783	\$10,667	\$3,797	45.20%
<b>Expenditures</b>						
Capital Projects	-	-	-	-	-	0.00%
	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Surplus (Deficit)</b>	<b>\$32,000</b>	<b>\$14,463</b>	<b>\$3,783</b>	<b>\$10,667</b>	<b>\$3,797</b>	
<b>Ridgewood Oaks - 350</b>						
<b>Expenditures</b>						
Municipal Services	(1,500)	-	-	-	-	0.00%
	(\$1,500)	\$0	\$0	\$0	\$0	0.00%
<b>Surplus (Deficit)</b>	<b>(\$1,500)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**Village of Western Springs  
MONTHLY REPORT - Cash Basis  
April 30, 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
<b>CBD PARKING FUND - 360</b>						
<b>Revenue</b>						
Permits	\$15,000	\$2,080	\$0	\$5,000	(\$2,920)	13.87%
Interest	1,200	349	95	400	(51)	29.11%
	<u>\$16,200</u>	<u>\$2,429</u>	<u>\$95</u>	<u>\$5,400</u>	<u>(\$2,971)</u>	<u>15.00%</u>
<b>Expenditures</b>						
Municipal Services	(33,179)	-	-	-	-	0.00%
	<u>(\$33,179)</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>100.00%</u>
<b>Surplus (Deficit)</b>	<b>(\$16,979)</b>	<b>\$2,429</b>	<b>\$95</b>	<b>\$5,400</b>	<b>(\$2,971)</b>	
<b>REFERENDUM FUND - 365</b>						
<b>Revenues</b>						
Interest	\$270,000	\$194,901	\$44,760	\$90,000	\$104,901	72.19%
	<u>\$270,000</u>	<u>\$194,901</u>	<u>\$44,760</u>	<u>\$90,000</u>	<u>\$104,901</u>	<u>72.19%</u>
<b>Expenditures</b>						
Capital Projects	(6,836,659)	(965,119)	(655,689)	(965,119)	-	14.12%
	<u>(\$6,836,659)</u>	<u>(\$965,119)</u>	<u>(\$655,689)</u>	<u>(\$965,119)</u>	<u>\$0</u>	<u>14.12%</u>
<b>Surplus (Deficit)</b>	<b>(\$6,566,659)</b>	<b>(\$770,218)</b>	<b>(\$610,929)</b>	<b>(\$875,119)</b>	<b>\$104,901</b>	
<b>MOTOR FUEL TAX FUND - 370</b>						
<b>Revenues</b>						
Motor Fuel Tax	\$622,000	\$249,013	\$44,631	\$207,333	\$41,679	40.03%
Other Agencies	\$82,500	\$0	\$0	\$0	\$0	0.00%
Interest	51,000	20,193	5,115	17,000	3,193	39.59%
	<u>\$755,500</u>	<u>\$269,206</u>	<u>\$49,746</u>	<u>\$224,333</u>	<u>\$44,872</u>	<u>35.63%</u>
<b>Expenditures</b>						
R-O-W Maintenance	(848,655)	(50,000)	-	(50,000)	-	5.89%
	<u>(\$848,655)</u>	<u>(\$50,000)</u>	<u>\$0</u>	<u>(\$50,000)</u>	<u>\$0</u>	<u>5.89%</u>
<b>Surplus (Deficit)</b>	<b>(\$93,155)</b>	<b>\$219,206</b>	<b>\$49,746</b>	<b>\$174,333</b>	<b>\$44,872</b>	

**Village of Western Springs  
MONTHLY REPORT - Cash Basis  
April 30, 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
<b>ROADWAY CONSTRUCTION - 375</b>						
<b>Revenues</b>						
Property Taxes -IMRF	\$6,250	\$4,186	\$1,814	\$2,500	\$1,686	66.97%
Interest	11,000	1,446	449	3,667	(2,221)	13.15%
	\$17,250	\$5,632	\$2,263	\$6,167	(\$535)	32.65%
<b>Expenditures</b>						
Capital Projects	(190,792)	(33,926)	(7,540)	(33,926)	-	17.78%
	(\$190,792)	(\$33,926)	(\$7,540)	(\$33,926)	\$0	17.78%
<b>Surplus (Deficit)</b>	<b>(\$173,542)</b>	<b>(\$28,294)</b>	<b>(\$5,277)</b>	<b>(\$27,759)</b>	<b>(\$535)</b>	
<b>R-O-W /GRANT - 380</b>						
<b>Revenues</b>						
Transfer From Special Purpose Fund	-	-	-	-	-	0.00%
	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Expenditures</b>						
Capital Projects	-	-	-	-	-	0.00%
	\$0	\$0	\$0	\$0	\$0	0.00%
<b>Surplus (Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>TIF DISTRICT SOUTH - 390</b>						
<b>Revenues</b>						
Property Taxes	\$700,000	\$814,166	\$271,736	\$280,000	\$534,166	116.31%
	\$700,000	\$814,166	\$271,736	\$280,000	\$534,166	116.31%
<b>Expenditures</b>						
Capital Projects	(488,170)	(1,620)	-	(1,620)	-	0.33%
	(\$488,170)	(\$1,620)	\$0	(\$1,620)	\$0	0.33%
<b>Surplus (Deficit)</b>	<b>\$211,830</b>	<b>\$812,546</b>	<b>\$271,736</b>	<b>\$278,380</b>	<b>\$534,166</b>	

**Village of Western Springs**  
**MONTHLY REPORT - Cash Basis**  
**April 30, 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
<b>TIF DISTRICT NORTH - 395</b>						
<b>Revenues</b>						
Property Taxes	\$245,000	\$219,456	\$109,853	\$98,000	\$121,456	89.57%
Interest	40	-	-	13	(13)	0.00%
	<u>\$245,000</u>	<u>\$219,456</u>	<u>\$109,853</u>	<u>\$98,000</u>	<u>\$121,456</u>	<u>89.57%</u>
<b>Expenditures</b>						
Capital Projects	(404,620)	(1,620)	-	(1,620)	-	0.40%
	<u>(\$404,620)</u>	<u>(\$1,620)</u>	<u>\$0</u>	<u>(\$1,620)</u>	<u>\$0</u>	
<b>Surplus (Deficit)</b>	<b><u>(\$159,620)</u></b>	<b><u>\$217,836</u></b>	<b><u>\$109,853</u></b>	<b><u>\$96,380</u></b>	<b><u>\$121,456</u></b>	
<b>DEBT SERVICE FUND - 410</b>						
<b>Revenues</b>						
Property Taxes	\$2,402,920	\$1,418,969	\$712,614	\$961,168	\$457,801	59.05%
Interest	36,000	8,897	4,723	12,000	(3,103)	24.71%
Interfund Transfer	402,070	134,023	33,506	134,023	0	33.33%
	<u>\$2,840,990</u>	<u>\$1,561,889</u>	<u>\$750,843</u>	<u>\$1,107,191</u>	<u>\$454,698</u>	<u>54.98%</u>
<b>Expenditures</b>						
Principal and Interest Payments	(2,694,566)	(1,475)	(1,475)	(1,475)	-	0.05%
	<u>(\$2,694,566)</u>	<u>(\$1,475)</u>	<u>(\$1,475)</u>	<u>(\$1,475)</u>	<u>\$0</u>	<u>0.05%</u>
<b>Surplus (Deficit)</b>	<b><u>\$146,424</u></b>	<b><u>\$1,560,414</u></b>	<b><u>\$749,368</u></b>	<b><u>\$1,105,716</u></b>	<b><u>\$454,698</u></b>	

**Village of Western Springs  
MONTHLY REPORT - Cash Basis  
April 30, 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
<b>WATER/SEWER FUND - 510/515</b>						
<b>Revenues</b>						
Charges for Services	\$4,689,500	\$1,284,283	\$283,754	\$1,563,167	(\$278,884)	27.39%
Property Taxes IMRF	114,250	78,162	34,010	45,700	32,462	68.41%
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	29,231	7,469	30,167	(936)	32.30%
	<u>\$7,624,250</u>	<u>\$1,795,069</u>	<u>\$325,232</u>	<u>\$2,042,427</u>	<u>(\$247,358)</u>	<u>23.54%</u>
<b>Expenditures</b>						
Bond & Interest	(911,441)	(32,815)	(737)	(32,815)	-	3.60%
Water Administration	(371,688)	(192,242)	(21,785)	(123,896)	(68,346)	51.72%
Water Production	(3,040,824)	(1,102,087)	(92,668)	(793,533)	(308,554)	36.24%
Water Distribution	(2,532,026)	(268,456)	(50,174)	(419,813)	151,357	10.60%
Water Meter Reading	(260,528)	(44,363)	(13,336)	(57,609)	13,246	17.03%
Sewer Bond and Interest	(26,475)	(737)	(737)	(737)	-	2.78%
Sewer Administration	(570,782)	(158,867)	(30,862)	(190,261)	31,394	27.83%
Sewer Maintenance/Rehab	(573,371)	(199,328)	(21,518)	(151,124)	(48,204)	34.76%
	<u>(\$8,287,135)</u>	<u>(\$1,998,895)</u>	<u>(\$231,817)</u>	<u>(\$1,769,787)</u>	<u>(\$229,108)</u>	<u>24.12%</u>
<b>Suplus (Deficit)</b>	<b><u>(\$662,885)</u></b>	<b><u>(\$203,826)</u></b>	<b><u>\$93,415</u></b>	<b><u>\$272,640</u></b>	<b><u>(\$476,466)</u></b>	
<b>CAPITAL MAINTENANCE FEE FUND - 520</b>						
<b>Revenues</b>						
Fees	\$270,000	\$90,184	\$19,285	\$90,000	\$184	33.40%
	<u>270,000</u>	<u>90,184</u>	<u>19,285</u>	<u>90,000</u>	<u>184</u>	
<b>Expenditures</b>						
Transfer to Other Funds	(1,000,000)	-	-	-	-	0.00%
	<u>(\$1,000,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Suplus (Deficit)</b>	<b><u>(730,000)</u></b>	<b><u>90,184</u></b>	<b><u>19,285</u></b>	<b><u>90,000</u></b>	<b><u>184</u></b>	

**Village of Western Springs**  
**MONTHLY REPORT - Cash Basis**  
**April 30, 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
<b>STORMWATER UTILITY FEE FUND - 525</b>						
<b>Revenues</b>						
Charges for Services	\$1,130,000	\$382,917	\$92,717	\$376,667	\$6,251	33.89%
Interest	105,000	54,845	16,518	35,000	19,845	52.23%
Capital Grant	1,000,000	485,779	-	485,779	-	48.58%
Proceeds from Long Term Debt	2,700,000	-	-	-	-	0.00%
	<u>4,935,000</u>	<u>923,541</u>	<u>109,234</u>	<u>897,446</u>	<u>26,095</u>	
<b>Expenditures</b>						
Stormwater Maintenance	(4,918,939)	(7,161)	-	(7,161)	-	0.15%
	<u>(\$4,918,939)</u>	<u>(7,161)</u>	<u>-</u>	<u>(7,161)</u>	<u>-</u>	
<b>Suplus (Deficit)</b>	<b>16,061</b>	<b>916,380</b>	<b>109,234</b>	<b>890,285</b>	<b>26,095</b>	
<b>BURLINGTON NORTHERN FUND - 590</b>						
<b>Revenues</b>						
Property Taxes	\$8,722	\$5,687	\$2,494	\$3,489	\$2,198	65.20%
Interest	-	-	-	-	-	0.00%
Charges for Services	154,000	28,877	6,914	51,333	(22,456)	18.75%
	<u>\$162,722</u>	<u>\$34,564</u>	<u>\$9,408</u>	<u>\$54,822</u>	<u>(\$20,258)</u>	<u>21.24%</u>
<b>Expenditures</b>						
Accounting and Collection	(29,985)	(10,568)	(2,346)	(9,995)	(573)	35.24%
B/N Municipal Services	(223,273)	(54,495)	(6,699)	(74,424)	19,929	24.41%
	<u>(\$253,258)</u>	<u>(\$65,063)</u>	<u>(\$9,045)</u>	<u>(\$84,419)</u>	<u>\$19,356</u>	<u>25.69%</u>
<b>Surplus (Deficit)</b>	<b>(\$90,536)</b>	<b>(\$30,499)</b>	<b>\$363</b>	<b>(\$29,597)</b>	<b>(\$902)</b>	

**Village of Western Springs**  
**MONTHLY REPORT - Cash Basis**  
**April 30, 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
<b>SPECIAL PURPOSE RESERVE FUND - 640</b>						
<b>Revenue</b>						
Interest	\$17,000	\$7,839	\$1,031	\$5,667	\$2,172	46.11%
	<u>\$17,000</u>	<u>\$7,839</u>	<u>\$1,031</u>	<u>\$5,667</u>	<u>\$2,172</u>	<u>46.11%</u>
<b>Expenditures</b>						
Transfers to Other Funds	(1,200,000)	-	-	-	-	0.00%
	<u>(\$1,200,000)</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
<b>Surplus (Deficit)</b>	<b>(\$1,183,000)</b>	<b>\$7,839</b>	<b>\$1,031</b>	<b>\$5,667</b>	<b>\$2,172</b>	
<b>POLICE PENSION FUND - 660</b>						
<b>Revenues</b>						
Employer Contributions (P-Taxes)	\$2,380,992	\$2,156,816	764,486	\$952,397	\$1,204,419	90.58%
Replacement Tax	14,000	4,340	1,232	7,000	(2,660)	31.00%
Appreciation/Gains/Interest	1,198,120	1,386,638	1,218,342	399,373	987,265	115.73%
Employee Contributions	215,000	72,117	15,777	71,667	451	33.54%
Miscellaneous	-	-	-	-	-	0.00%
	<u>\$3,808,112</u>	<u>\$3,619,912</u>	<u>\$1,999,838</u>	<u>\$1,430,437</u>	<u>\$2,189,475</u>	<u>95.06%</u>
<b>Expenditures</b>						
Pension Benefits	(2,614,330)	(877,444)	(214,654)	(871,443)	(6,001)	33.56%
	<u>(\$2,614,330)</u>	<u>(\$877,444)</u>	<u>(\$214,654)</u>	<u>(\$871,443)</u>	<u>(\$6,001)</u>	<u>33.56%</u>
<b>Surplus (Deficit)</b>	<b>\$1,193,782</b>	<b>\$2,742,468</b>	<b>\$1,785,184</b>	<b>\$558,993</b>	<b>\$2,183,474</b>	
<b>FIRE PENSION FUND - 670</b>						
<b>Revenues</b>						
Interest	\$6,500	\$818	\$188	\$2,167	(\$1,349)	12.58%
Employer Contributions (P-Taxes)	9,897	9,336	3,541	3,959	5,377	94.33%
	<u>\$16,397</u>	<u>\$10,154</u>	<u>\$3,729</u>	<u>\$6,125</u>	<u>\$4,028</u>	<u>61.92%</u>
<b>Expenditures</b>						
Pension Benefits	(25,703)	(8,939)	(1,762)	(8,568)	(371)	34.78%
	<u>(\$25,703)</u>	<u>(\$8,939)</u>	<u>(\$1,762)</u>	<u>(\$8,568)</u>	<u>(\$371)</u>	<u>34.78%</u>
<b>Surplus (Deficit)</b>	<b>(\$9,306)</b>	<b>\$1,215</b>	<b>\$1,967</b>	<b>(\$2,442)</b>	<b>\$3,657</b>	
<b>TOTAL FUNDS</b>						
Revenues	\$40,006,941	\$18,538,287	\$7,129,473	\$13,389,590	\$5,148,696	46.34%
Expenditures	(\$49,331,213)	(\$10,362,826)	(\$3,112,126)	(\$9,196,926)	(\$1,165,900)	21.01%
<b>Excess (Deficit)</b>	<b>(\$9,324,272)</b>	<b>\$8,175,461</b>	<b>\$4,017,347</b>	<b>\$4,192,664</b>	<b>\$3,982,797</b>	

Village of Western Springs - Cash and Investment Summary

Period Ended

April 30, 2026

Fund No.	Fund Name	Total Available	Cash		Investments				Interest/Dividends/Gains	
			Illinois Funds/ Community Bank Republic Bank	Heartland/CBWS Bank	Police Pension	CD's	Fixed Income	IMET/Equity	M-T-D	Y-T-D
<b>General Fund</b>										
100	General	\$10,348,499	\$6,079,544		\$1,072,292		\$3,196,663	\$29,302	\$101,357	
<b>Special Revenue Funds</b>										
210	Recreation	\$1,706,606	\$1,380,158				\$326,449	\$8,566	\$21,179	
370	Motor Fuel Tax	\$1,747,164	\$840,928		\$906,236		\$0	\$5,115	\$20,193	
<b>Capital Project Funds</b>										
375	Roadway Construction	\$150,235	\$150,235		\$0		\$0	\$449	\$1,446	
310	Capital Improvement	\$2,985,323	\$1,440,626		\$1,544,696		\$0	\$7,459	\$31,350	
320	Public Benefit	\$1,382,938	\$783,438		\$599,499		\$0	\$3,783	\$14,463	
360	CDB Parking	\$32,277	\$32,277					\$95	\$349	
365	Referendum	\$14,800,295	\$14,800,295					\$44,760	\$194,901	
380	ROW/Grant	\$61,779	\$61,779					\$0	\$0	
390	TIF District - South	\$1,122,533	\$225,237	\$897,296				\$0	\$0	
395	TIF District - North	\$846,535	(\$58,307)	\$904,842				\$0	\$0	
410	Debt Service Fund	\$1,649,345	\$1,649,345					\$4,723	\$8,897	
<b>Enterprise Funds</b>										
510/515/525	Water/Sewer/Storwater Operating	\$6,518,855	\$6,316,259				\$202,596	\$23,713	\$82,819	
520	Capital Maintenance	\$1,244,149	\$1,244,149							
535	American Rescue Plan	\$0	\$0							
590	Parking	\$541,172	\$541,175				(\$4)	\$0	\$0	
	<b>Total Operating</b>	<b>\$45,137,703</b>	<b>\$35,487,137</b>	<b>\$1,802,138</b>	<b>\$0</b>	<b>\$4,122,724</b>	<b>\$0</b>	<b>\$3,725,705</b>	<b>\$127,964</b>	<b>\$476,955</b>
<b>Trust &amp; Agency Funds</b>										
600	Drug Forfeiture	\$68,186		\$68,186				\$0	\$0	
640	Special Purpose Reserve	\$835,994	\$345,707		\$490,287			\$1,031	\$7,839	
650	Impact Fees	\$6,103	\$6,103					\$0	\$0	
660	Police Pension (Market Value)	\$25,587,514	\$180,507		\$1,810,565		\$0	\$1,218,342	\$1,386,638	
670	Firefighters Pension	\$195,936	\$9,879	\$65,611		\$120,446		\$188	\$818	
690	Payroll	\$97,875	\$97,875					\$226	\$1,026	
	<b>Total Trust &amp; Agency</b>	<b>\$26,791,608</b>	<b>\$640,071</b>	<b>\$133,797</b>	<b>\$1,810,565</b>	<b>\$610,733</b>	<b>\$0</b>	<b>\$23,596,441</b>	<b>\$1,219,788</b>	<b>\$1,396,320</b>
	<b>Grand Total</b>	<b>\$71,929,311</b>	<b>\$36,127,208</b>	<b>\$1,935,935</b>	<b>\$1,810,565</b>	<b>\$4,733,457</b>	<b>\$0</b>	<b>\$27,322,146</b>	<b>\$1,347,751</b>	<b>\$1,873,276</b>

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	3.774%	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  
4/30/26  
**3.680%**

Village of Western Springs - Summary of Monthly Expenditure Activity  
 Period Ended  
 April 30, 2026

Fund No.	Fund	Disbursements	Payroll	Total Disbursements
<b>General Fund</b>				
100	General	\$302,904.52	\$462,955.50	\$765,860.02
<b>Special Revenue Funds</b>				
210	Recreation	\$120,705.40	\$33,978.21	\$154,683.61
370	Motor Fuel Tax	0.00	0.00	0.00
		<u>\$120,705.40</u>	<u>\$33,978.21</u>	<u>154,683.61</u>
<b>Capital Project Funds</b>				
310	Capital Improvement	\$123,075.97	\$0.00	\$123,075.97
320	Public Benefit	3,152.50	0.00	3,152.50
350	Ridgewood	0.00	0.00	\$0.00
360	CDB Parking	0.00	0.00	0.00
365	REF Fund	391,210.94	0.00	391,210.94
375	Roadway Construction	0.00	5,172.33	5,172.33
380	ROW/Grant Fund	0.00	0.00	\$0.00
390	TIF District - South	0.00	0.00	0.00
395	TIF District - North	38,729.71	0.00	38,729.71
		<u>\$556,169.12</u>	<u>\$5,172.33</u>	<u>\$561,341.45</u>
<b>Debt Service Fund</b>				
410	Bond & Interest	\$1,475.00	\$0.00	\$1,475.00
<b>Enterprise Funds</b>				
<b>Waterworks &amp; Sewerage</b>				
510	Water Operating	\$336,717.92	\$71,739.56	\$408,457.48
515	Sewer Operating	153,247.97	28,392.06	181,640.03
525	Stormwater Operating	-	0.00	0.00
		<u>\$489,965.89</u>	<u>\$100,131.62</u>	<u>\$590,097.51</u>
<b>Other Enterprise Funds</b>				
590	Parking	\$3,208.39	\$6,093.55	\$9,301.94
		<u>\$3,208.39</u>	<u>\$6,093.55</u>	<u>\$9,301.94</u>
<b>Trust &amp; Agency Funds</b>				
640	Special Purpose	\$0.00	\$0.00	\$0.00
650	Impact Fee	0.00	0.00	0.00
660	Police Pension	0.00	212,329.97	212,329.97
670	Firefighters Pension	0.00	1,762.32	1,762.32
690	Payroll	206,232.96	0.00	206,232.96
		<u>\$206,232.96</u>	<u>\$214,092.29</u>	<u>\$420,325.25</u>
	<b>Total Disbursements</b>	<u>\$1,680,661.28</u>	<u>\$822,423.50</u>	<u>\$2,503,084.78</u>

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
100		GENERAL	FUND								
100	20215							SITE MANAGEMENT BONDS			
002770	FIRE SAFETY CONSULTA 25-9356AB	0	2026 4	INV	P	140.00	041726V	168492	5130	CENTRAL #10168	
006712	KLEIN THORPE AND JE 2026-01	0	2026 4	INV	P	260.00	041026V	168410		LEGAL SVC 01/26	
014160	VILLAGE OF WESTERN S 5234CENTRAL-ADM	0	2026 4	INV	P	223.90	041026V	168435	5234	CENTRAL #10215	
015309	CARRIEDO, MONICA 4136GILBERT-SB	0	2026 4	INV	P	800.00	041026V	168395	4136	GILBERT #10159	
019849	MCGREGOR, MICHELLE 5234CENTRAL	0	2026 4	INV	P	11,026.10	041026V	168414	5234	CENTRAL #10215	
	ACCOUNT TOTAL					12,450.00					
100	20293										
006712	KLEIN THORPE AND JE 2026-01	0	2026 4	INV	P	1,440.00	041026V	168410		LEGAL SVC 01/26	
	ACCOUNT TOTAL					1,440.00					
100	20440										
006712	KLEIN THORPE AND JE 2026-01	0	2026 4	INV	P	585.00	041026V	168410		LEGAL SVC 01/26	
	ACCOUNT TOTAL					585.00					
100	20621										
007021	LAKESHORE RECYCLING 064830-2603	0	2026 4	INV	P	287.04	042426V	168550	69	WASTE STICKERS @	
	ACCOUNT TOTAL					287.04					
100	32105										
014402	WEST CENTRAL CABLE A 2026-1STQTR	0	2026 4	INV	P	1,239.02	042426V	168564		PEG FEES 1ST QTR 1/	
	ACCOUNT TOTAL					1,239.02					
100	35101										
015652	PASSANANATI, MICHAEL P015697	0	2026 4	INV	P	35.00	041026V	168423		REFUND OVERPAYMENT	
017662	QUINN, PATRICK & COL P017248	0	2026 4	INV	P	35.00	041026V	168429		REFUND OVERPAYMT TI	
035101	TICKET REFUND P018697	0	2026 4	INV	P	70.00	041726V	168522		REFUND OVERPAYMT TI	
035101	TICKET REFUND P57930	0	2026 4	INV	P	35.00	041726V	168523		REFUND OVERPAYMT TI	
						105.00					
	ACCOUNT TOTAL					175.00					
	ORG 100		TOTAL			16,176.06					
1101100		BOARD OF TRUSTEES									
1101100	50500										
000689	METROPOLITAN MAYORS 2025-263	0	2026 4	INV	P	613.31	040326V	168378		CAUCUS 2025-2026 DU	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						613.31			
1101100 50700				EXP REIMBURSE/MTGS	EXPENSE				
006036 PNC BANK	X0666-022026	0	2026 4	INV	P	22.71 041026V	168428	LUNCH MTG-H. RUDOLP	
ACCOUNT TOTAL						22.71			
1101100 55030				COMMUNITY EVENTS					
014068 VETERANS OF FOREIGN	2026	0	2026 4	INV	P	500.00 042426V	168562	CONTRIBUTION-MEMORI	
ACCOUNT TOTAL						500.00			
1101100 55035				SPECIAL EVENTS					
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	375.00 042826W		487 STATEMENT CLOSING D	
004966 BELLIVEAU, STEVE	05-06-26BAL	0	2026 4	INV	P	250.00 042426V	168539	MAGIC SHOW BALANCE	
ACCOUNT TOTAL						625.00			
ORG 1101100 TOTAL						1,761.02			
1201100				ADMINISTRATION-MANAGER'S OFC					
1201100 45500				EMPLOYEE RECOGNITION					
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	931.93 042826W		487 STATEMENT CLOSING D	
006036 PNC BANK	X9531-030226B	0	2026 4	INV	P	14.99 041026V	168428	ST PAT'S DAY TABLEC	
006036 PNC BANK	X9531-031626	0	2026 4	INV	P	98.78 041026V	168428	ST PAT'S DAY PIZZA-	
006036 PNC BANK	X9531-031626A	0	2026 4	INV	P	101.24 041026V	168428	SODA/PLATES/SPLS ST	
						215.01			
006700 KIRSCHBAUMS BAKERY	04-14-26	0	2026 4	INV	P	37.25 042426V	168549	NATL PUBLIC SAFETY	
ACCOUNT TOTAL						1,184.19			
1201100 50100				PROFESSIONAL SERVICES					
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	575.00 042826W		487 STATEMENT CLOSING D	
008055 MGT IMPACT SOLUTIONS	MGT38000	0	2026 4	INV	P	555.90 041026V	168418	S PRZYBYLSKI W/E 03	
ACCOUNT TOTAL						1,130.90			
1201100 50199				OTHER PROF TECH SERVICES					
006266 ACCURATE BACKGROUND	AUR2412025	0	2026 4	INV	P	130.96 041026V	168389	EMPLOYMENT SCREENIN	
ACCOUNT TOTAL						130.96			
1201100 50400				TRAINING/CONFERENCES					
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	730.00 042826W		487 STATEMENT CLOSING D	
006036 PNC BANK	X9531-021826	0	2026 4	INV	P	35.00 041026V	168428	ILCMA-MASTERING YOU	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
016178	IZZO, JILL		2026	4	INV P	1,599.96	040326V	168369	TUITION RMB-SPRING	
ACCOUNT TOTAL						2,364.96				
1201100	50500		MEMBERSHIPS/ASSOCIATIONS							
002184	CITY TECH USA INC	4658	2026	4	INV P	390.00	041726V	168480	PUBLIC SALARY MEMBE	
005463	ICMA RENEWAL	983403-2026	2026	4	INV P	200.00	042426V	168547	DUES RENEWAL CHAVEZ	
008420	MUNICIPAL CLERKS OF	04-23-26	2026	4	INV P	100.00	040326V	168379	MCI SPRING SEMINAR-	
ACCOUNT TOTAL						690.00				
1201100	50700		EXP REIMBURSE/MTGS EXPENSE							
006036	PNC BANK	X0666-030526	2026	4	INV P	113.90	041026V	168428	LUNCH MTG-LTACC-MIL	
006036	PNC BANK	X0666-030626	2026	4	INV P	27.97	041026V	168428	LUNCH MTG-WCMC MGRS	
						141.87				
ACCOUNT TOTAL						141.87				
1201100	51200		PRINTED MATERIALS							
003730	FIFTH THIRD BANK	4136-033126	2026	4	DIR P	264.24	042826W		487 STATEMENT CLOSING D	
ACCOUNT TOTAL						264.24				
1201100	51800		PHYSICAL EXAMS							
015300	HEALTH ENDEAVORS, SC	10257	2026	4	INV P	830.00	040326V	168365	PRE-EMPLOYMENT PHYS	
ACCOUNT TOTAL						830.00				
1201100	55010		BOOKS/SUBSCRIP/PUBLICATIONS							
002095	CHICAGO TRIBUNE CO	20107822-052226	2026	4	INV P	429.49	042426V	168540	SUBSCRIPTION RENEWA	
ACCOUNT TOTAL						429.49				
ORG 1201100 TOTAL						7,166.61				
1202100			LEGAL							
1202100	50210		VILLAGE ATTORNEY							
006712	KLEIN THORPE AND JE	2026-01	2026	4	INV P	9,645.00	041026V	168410	LEGAL SVC 01/26	
ACCOUNT TOTAL						9,645.00				
1202100	50220		VILLAGE PROSECUTOR							
001520	BRESCIA, THOMAS J	2026-04	260047	2026	4	INV P	1,500.00	041026V	168393	VILLAGE ADJUDICATOR
002143	CHOMIAK, MICHAEL P	2026-03	260048	2026	4	INV P	1,200.00	041726V	168479	VILLAGE PROSECUTOR
006712	KLEIN THORPE AND JE	2026-01	0	2026	4	INV P	200.00	041026V	168410	LEGAL SVC 01/26
ACCOUNT TOTAL						2,900.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
1202100 50260									
004498 CLARK BAIRD SMITH LL 3708		0	2026 4	INV	P	3,542.00 041026V	168397	LABOR RELATIONS 03.	
						ACCOUNT TOTAL			3,542.00
						ORG 1202100 TOTAL			16,087.00
1203100									
1203100 50400									
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	70.00 042826W	487	STATEMENT CLOSING D	
						ACCOUNT TOTAL			70.00
1203100 51900									
014385 WELLS FARGO VENDOR F 5038322095		260020	2026 4	INV	P	3,001.36 042426V	168563	COPIERS AND PRINTER	
						ACCOUNT TOTAL			3,001.36
1203100 51921									
006322 INTERMEDIA.NET, INC	2604093614	0	2026 4	INV	P	2,737.15 041026V	168407	PHONE SVC 03/02-04/	
007997 METRO FIBERNET, LLC	1486146-2603	0	2026 4	INV	P	92.95 040326V	168377	INTERNET-SCHRAMM	
007997 METRO FIBERNET, LLC	1486146-2604	0	2026 4	INV	P	102.95 042426V	168555	INTERNET-SCHRAMM	
						195.90			
						ACCOUNT TOTAL			2,933.05
1203100 52660									
008463 TYLER TECH/MUNIS	CI100-00252234	0	2026 4	INV	P	60,712.50 042426V	168561	MUNIS ANL SOFTWARE	
						ACCOUNT TOTAL			60,712.50
1203100 55102									
006036 PNC BANK	X9531-021826A	0	2026 4	INV	P	663.45 041026V	168428	DOCKING STATIONS-AM	
006036 PNC BANK	X9531-022726	0	2026 4	INV	P	21.99 041026V	168428	LAPTOP BAG-AMAZON	
006036 PNC BANK	X9531-030426	0	2026 4	INV	P	16.97 041026V	168428	VIDEO ADAPTER-AMAZO	
						702.41			
						ACCOUNT TOTAL			702.41
1203100 55123									
001045 BDO USA LLP	500213419	0	2026 4	INV	P	6,596.22 041026V	168392	MICROSOFT M365 LICE	
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	537.00 042826W	487	STATEMENT CLOSING D	
						ACCOUNT TOTAL			7,133.22
						ORG 1203100 TOTAL			74,552.54

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
1204100								COMMUNICATIONS		
1204100 51922								INTERNET SERVICES/HOSTING		
000152 COMCAST	267937253	260001	2026 4	INV	P	1,298.92	042426V	168541 INTERNET SERVICES		
002616 CIVICPLUS	367598	0	2026 4	INV	P	12,830.52	041026V	168396 ANNUAL FEE FOR WEBS		
007450 LYONS TOWNSHIP HIGH	2026-04	260015	2026 4	INV	P	2,000.00	042426V	168551 INTERNET SERVICES		
						ACCOUNT TOTAL		16,129.44		
1204100 55101								OFFICE SUPPLIES		
005136 GARVEY'S OFFICE PROD OE-129595-1		260013	2026 4	INV	P	240.28	040326V	168362 OFFICE SUPPLIES		
005136 GARVEY'S OFFICE PROD OE-QT-9815-1		260013	2026 4	INV	P	8.33	041726V	168496 OFFICE SUPPLIES		
005136 GARVEY'S OFFICE PROD WO-911358-1		260013	2026 4	INV	P	75.77	041726V	168496 OFFICE SUPPLIES		
005136 GARVEY'S OFFICE PROD WO-911358-2		260013	2026 4	INV	P	20.42	042426V	168545 OFFICE SUPPLIES		
						344.80				
						ACCOUNT TOTAL		344.80		
1204100 55124								COFFEE SUPPLIES		
003700 FELCO VENDING INC	0310	260010	2026 4	INV	P	288.00	040326V	168361 COFFEE SUPPLIES		
						ACCOUNT TOTAL		288.00		
						ORG 1204100 TOTAL		16,762.24		
2101100								ADMINISTRATION-FINANCE		
2101100 50199								OTHER PROF TECH SERVICES		
006507 AMERIFLEX CLAIMS	INV969577	260038	2026 4	INV	P	352.00	041726V	168475 AMERIFLEX FEES		
007112 LAUTERBACH & AMEN, L 116650		0	2026 4	INV	P	2,190.00	040326V	168373 ACTUARIAL RPT 12312		
007112 LAUTERBACH & AMEN, L 116772		260045	2026 4	INV	P	3,546.00	041026V	168411 MONTHLY FEE FOR PAY		
007112 LAUTERBACH & AMEN, L 117414		0	2026 4	INV	P	5,760.00	041726V	168504 GASB 67/68 FIRE & P		
						11,496.00				
013381 THIRD MILLENNIUM	34290	0	2026 4	INV	P	8,650.10	042426V	168560 PRGM/SYSTEM SETUP 2		
						ACCOUNT TOTAL		20,498.10		
2101100 52715								CREDIT CARD FEES		
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	2.80	042826W	487 STATEMENT CLOSING D		
						ACCOUNT TOTAL		2.80		
2101100 52750								RECORDS MANAGEMENT		
009665 IRON MOUNTAIN INCORP LDMS003		0	2026 4	INV	P	239.99	041026V	168408 OFFSITE STORAGE 04.		
						ACCOUNT TOTAL		239.99		



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
009405 PAVLU, DANA	1071	0	2026 4	INV	P	300.00 041026V	168424	3/12 & 3/19 OUTREAC		
016285 NABER, CHASE	01/05-01/16/26	0	2026 4	INV	P	401.76 041726V	168510	RMB EXP-ADVANCED TR		
016285 NABER, CHASE	01/19-01/30/26	0	2026 4	INV	P	392.17 041726V	168510	RMB EXP-TRAFFIC CRA		
						793.93				
						ACCOUNT TOTAL			1,663.93	
3101100 50500						MEMBERSHIPS/ASSOCIATIONS				
014425 WESTERN SPRINGS ROTA	01/31/2026	260094	2026 4	INV	P	200.00 041026V	168437	ROTARY DUES AUG 25		
						ACCOUNT TOTAL			200.00	
3101100 50700						EXP REIMBURSE/MTGS EXPENSE				
003326 JASUTIS, ASHLEE	04-01-26	0	2026 4	INV	P	30.00 041026V	168409	RMB EXP-WEST SUBURB		
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	56.56 042826W		487 STATEMENT CLOSING D		
016118 GILHOOLEY, SEAN	04-01-26	0	2026 4	INV	P	30.00 041026V	168401	RMB EXP-WEST SUBURB		
						ACCOUNT TOTAL			116.56	
3101100 52750						RECORDS MANAGEMENT				
009665 IRON MOUNTAIN INCORP	LDMS003	0	2026 4	INV	P	71.68 041026V	168408	OFFSITE STORAGE 04.		
						ACCOUNT TOTAL			71.68	
3101100 55100						SUPPLIES				
001427 ACCURATE DOCUMENT	16246469T095	0	2026 4	INV	P	88.96 041026V	168390	DOCUMENT PICKUP/DES		
						ACCOUNT TOTAL			88.96	
3101100 55106						SPECIAL FORMS				
009274 ONE STEP, INC	N239985	260093	2026 4	INV	P	435.91 041026V	168422	2025 TRAFFIC.COMMUN		
						ACCOUNT TOTAL			435.91	
3101100 55150						NON-CAPITAL EQUIPMENT				
006036 PNC BANK	X9531-030226A	0	2026 4	INV	P	66.84 041026V	168428	SQUAD CAR GUN RACK-		
006036 PNC BANK	X9531-030926A	0	2026 4	INV	P	33.98 041026V	168428	PICTURE FRAMES-AMAZ		
006036 PNC BANK	X9531-031226	0	2026 4	INV	P	78.63 041026V	168428	SHOVELS-COMMUNITY C		
006036 PNC BANK	X9531-031326	0	2026 4	INV	P	81.65 041026V	168428	RAKES-GLOVES-COMMUN		
006036 PNC BANK	X9531-031626B	0	2026 4	INV	P	27.99 041026V	168428	BROOM-COMMUNITY CAR		
						289.09				
						ACCOUNT TOTAL			289.09	
						ORG 3101100 TOTAL			7,529.88	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
3103100											
											CRIMINAL INVESTIGATION
3103100	59911										MAJOR CASE EXPENSE
017834	TRANSUNION RISK &	5891731-202602-1	260096	2026	4	INV	P	145.00	041026V	168433	TRANSUNION FEBRUARY
017834	TRANSUNION RISK &	5891731-202603-1	260109	2026	4	INV	P	154.00	041726V	168524	TRANSUNION MARCH 20
								299.00			
								ACCOUNT TOTAL			299.00
								ORG 3103100 TOTAL			299.00
4101100											MUNICIPAL SERVICES ADMIN
4101100	50400										TRAINING/CONFERENCES
003730	FIFTH THIRD BANK	4136-033126	0	2026	4	DIR	P	108.56	042826W	487	STATEMENT CLOSING D
007877	MCCANN INDUSTRIES I	G00784	0	2026	4	INV	P	257.14	042426V	168553	TOMAHAWK TRIP LOU/J
016357	PUGA, DIANA	02/11-02/13/26	0	2026	4	INV	P	194.17	040326V	168383	RMB EXP-ILCMA CONF-
								ACCOUNT TOTAL			559.87
4101100	50500										MEMBERSHIPS/ASSOCIATIONS
003730	FIFTH THIRD BANK	4136-033126	0	2026	4	DIR	P	100.00	042826W	487	STATEMENT CLOSING D
								ACCOUNT TOTAL			100.00
4101100	50700										EXP REIMBURSE/MTGS EXPENSE
014515	HONEY BEE CAFE	434407-032926	0	2026	4	INV	P	77.50	041026V	168405	MAIN BREAK MEALS
								ACCOUNT TOTAL			77.50
4101100	55010										BOOKS/SUBSCRIP/PUBLICATIONS
001427	ACCURATE DOCUMENT	16246469T095	0	2026	4	INV	P	88.95	041026V	168390	DOCUMENT PICKUP/DES
003730	FIFTH THIRD BANK	4136-033126	0	2026	4	DIR	P	339.00	042826W	487	STATEMENT CLOSING D
								ACCOUNT TOTAL			427.95
4101100	55100										SUPPLIES
006036	PNC BANK	X9531-030226	0	2026	4	INV	P	17.95	041026V	168428	LAPTOP SLEEVE-D. PU
								ACCOUNT TOTAL			17.95
								ORG 4101100 TOTAL			1,183.27
4102100											R-O-W MAINTENANCE
4102100	50400										TRAINING/CONFERENCES
003730	FIFTH THIRD BANK	4136-033126	0	2026	4	DIR	P	605.00	042826W	487	STATEMENT CLOSING D
								ACCOUNT TOTAL			605.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
4102100 53070			TRAFFIC SIGNAL MAINTENANCE							
005308 MEADE INC	716228	0	2026 4	INV	P	1,714.10 040326V	168375	REPAIR STREETLIGHT-		
009670 PINNER ELECTRIC INC	20315	0	2026 4	INV	P	225.00 041026V	168427	47TH & CENTRAL MAIN		
ACCOUNT TOTAL						1,939.10				
4102100 53100			DISPOSAL SERVICES							
001056 BEARY LANDSCAPE MANA	54529	0	2026 4	INV	P	3,000.00 040326V	168355	LEAF PICK UP		
001056 BEARY LANDSCAPE MANA	55723	0	2026 4	INV	P	3,750.00 040326V	168355	LEAF PICK UP		
ACCOUNT TOTAL						6,750.00				
4102100 53210			ELECTRICITY							
002371 COMMONWEALTH EDISON	0033061222-2603	0	2026 4	INV	P	88.58 041026V	168398	0033061222 2/19-3/2		
002371 COMMONWEALTH EDISON	1644374000-2602	0	2026 4	INV	P	535.86 041026V	168398	1644374000 01/20-02		
002371 COMMONWEALTH EDISON	2756495000-2602	0	2026 4	INV	P	83.49 041026V	168398	2756495000 1/20-2/2		
002371 COMMONWEALTH EDISON	3027473111-2603	0	2026 4	INV	P	66.53 041026V	168398	COMED#3027473111 02		
002371 COMMONWEALTH EDISON	3940462222-2603	0	2026 4	INV	P	22.07 041026V	168398	3940462222 2/18-3/1		
002371 COMMONWEALTH EDISON	4402932000-2603	0	2026 4	INV	P	3,496.86 041026V	168398	4402932000 02/16-03		
002371 COMMONWEALTH EDISON	5415391222-2603	0	2026 4	INV	P	43.11 041026V	168398	5415391222 2/19-3/2		
002371 COMMONWEALTH EDISON	6108147000-2603	0	2026 4	INV	P	43.95 041026V	168398	6108147000 2/19-3/2		
002371 COMMONWEALTH EDISON	6616939000-2603	0	2026 4	INV	P	76.87 041026V	168398	6616939000 02/18-03		
002371 COMMONWEALTH EDISON	6958527000-2603	0	2026 4	INV	P	40.07 041026V	168398	6958527000 2/19-3/2		
002371 COMMONWEALTH EDISON	8142624000-2603	0	2026 4	INV	P	19.26 041026V	168398	8142624000 2/18-3/1		
ACCOUNT TOTAL						4,516.65				
4102100 55100			SUPPLIES							
007945 MENARDS	79452	0	2026 4	INV	P	86.22 040326V	168376	TOWELS/WATER/BOUNCE		
014130 VILLAGE TRUE VALUE H	268057	0	2026 4	INV	P	8.54 040326V	168387	TAPE		
014130 VILLAGE TRUE VALUE H	268157	0	2026 4	INV	P	4.48 040326V	168387	BOTLS/WASHERS/FASTN		
ACCOUNT TOTAL						99.24				
4102100 55151			TOOLS							
007945 MENARDS	79450	0	2026 4	INV	P	28.98 040326V	168376	9" CUT CRIMP		
007945 MENARDS	79766	0	2026 4	INV	P	4.45 041726V	168506	GARDEN STAKE		
007945 MENARDS	79809	0	2026 4	INV	P	89.99 041726V	168506	WATER/TAPE/TOOLS		
007945 MENARDS	79813	0	2026 4	INV	P	18.98 041726V	168506	HEX HEAD		
007945 MENARDS	80017	0	2026 4	INV	P	52.59 041726V	168506	PLYWOOD-WATER TRUCK		
007945 MENARDS	80018	0	2026 4	INV	P	65.92 041726V	168506	RATCHET/ANCHOR		
ACCOUNT TOTAL						260.91				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
014130 VILLAGE	TRUE VALUE H 267997	0	2026 4	INV	P	5.39	040326V	168387	HD STAPLE		
014130 VILLAGE	TRUE VALUE H 268049	0	2026 4	INV	P	9.89	040326V	168387	ACETONE		
014130 VILLAGE	TRUE VALUE H 268156	0	2026 4	INV	P	33.26	040326V	168387	COMP SPRINGS		
						<b>48.54</b>					
ACCOUNT TOTAL						309.45					
4102100 55153											
004540 GRAINGER	9856796892	0	2026 4	INV	P	203.45	041726V	168498	EYE WASH CARTRIDGE/		
ACCOUNT TOTAL						203.45					
ORG 4102100 TOTAL						14,422.89					
4103100									VEHICLE/EQUIPMENT MAINTENANCE		
4103100 53410									GASOLINE		
008190 MOHR OIL COMPANY	460999	0	2026 4	INV	P	1,881.71	041726V	168508	DIESEL FUEL		
008190 MOHR OIL COMPANY	461000	0	2026 4	INV	P	1,474.57	041726V	168508	ETHANOL		
						<b>3,356.28</b>					
ACCOUNT TOTAL						3,356.28					
4103100 55202									LAW ENFORCEMENT		
005393 O'REILLY AUTO PARTS	4342-289133	0	2026 4	INV	P	166.23	040326V	168382	BRAKECLEAN/AXLE		
005393 O'REILLY AUTO PARTS	4342-289665	0	2026 4	INV	P	29.98	040326V	168382	GEAR OIL/GREASE #33		
005393 O'REILLY AUTO PARTS	4342-290723	0	2026 4	INV	P	59.94	041726V	168514	BLOWER MOTOR #333		
005393 O'REILLY AUTO PARTS	4342-290838	0	2026 4	INV	P	301.38	041726V	168514	SPARK PLUGS/COIL #3		
005393 O'REILLY AUTO PARTS	4342-290851	0	2026 4	INV	P	164.99	041726V	168514	BRAKE PADS/ROTOR #3		
005393 O'REILLY AUTO PARTS	4342-290867	0	2026 4	INV	P	10.60	041726V	168514	MANIFOLD SET #339		
						<b>733.12</b>					
014794 WILLOWBROOK FORD INC	5177964	0	2026 4	INV	P	5.44	041726V	168530	PD BOLTS #339		
ACCOUNT TOTAL						738.56					
4103100 55203									FIRE/EMGY MEDICAL SERVICES		
005393 O'REILLY AUTO PARTS	4342-289806	0	2026 4	INV	P	29.24	041726V	168514	OIL FILTERS-FD		
005393 O'REILLY AUTO PARTS	4342-290739	0	2026 4	INV	P	129.86	041726V	168514	TIE ROD END #1781		
						<b>159.10</b>					
ACCOUNT TOTAL						159.10					
4103100 55204									PUBLIC WORKS		
000450 ALTA ENTERPRISES, LL SP4/122346		0	2026 4	INV	P	1,600.00	041726V	168474	PW SKID STEER TIRES		
014794 WILLOWBROOK FORD INC	5177824	0	2026 4	INV	P	225.96	041026V	168438	AIR HORN INTAKE #8		
ACCOUNT TOTAL						1,825.96					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
4103100 55205								GENERAL		
005393 O'REILLY AUTO PARTS	4342-288892	0	2026 4	INV	P	13.82 040326V	168382	SNAP RINGS		
005393 O'REILLY AUTO PARTS	4342-288896	0	2026 4	INV	P	57.94 040326V	168382	SHOP SPLS		
005393 O'REILLY AUTO PARTS	4342-288918	0	2026 4	INV	P	18.99 040326V	168382	SHOP SPLS		
005393 O'REILLY AUTO PARTS	4342-289133	0	2026 4	INV	P	71.76 040326V	168382	BRAKECLEAN/AXLE		
						<b>162.51</b>				
014130 VILLAGE TRUE VALUE H	268125	0	2026 4	INV	P	53.98 040326V	168387	TOW STARTER KIT		
						ACCOUNT TOTAL		216.49		
						ORG 4103100 TOTAL		6,296.39		
4104100								PROPERTIES		
4104100 51900								EQUIP MNT AGREEMENTS		
011952 SCHINDLER ELEVATOR C	4607415688	0	2026 4	INV	P	6,668.52 040326V	168384	ANL ELEVATOR MAINT-		
						ACCOUNT TOTAL		6,668.52		
4104100 52010								INTERIOR MAINTENANCE		
013098 SW CLEANING SERVICE	26-02-083	0	2026 4	INV	P	4,226.00 042426V	168559	JANITORIAL SVC 02.2		
013098 SW CLEANING SERVICE	26-03-151	0	2026 4	INV	P	4,226.00 042426V	168559	JANITORIAL SVC 03.2		
						<b>8,452.00</b>				
						ACCOUNT TOTAL		8,452.00		
4104100 53200								UTILITIES		
009130 NICOR GAS	18456686007-2603	0	2026 4	INV	P	442.54 041026V	168421	18456686007 02/17-0		
						ACCOUNT TOTAL		442.54		
4104100 55301								VILLAGE HALL		
000475 ANDERSON PEST SOLUTI	94817276	0	2026 4	INV	P	121.86 041726V	168476	COMMERCIAL PEST MGM		
004540 GRAINGER	9856796892	0	2026 4	INV	P	74.08 041726V	168498	EYE WASH CARTRIDGE/		
007945 MENARDS	78753	0	2026 4	INV	P	-21.42 040326V	168376	FAN MOTOR/WATER/SOA		
013080 SUBURBAN DOOR CHECK	IN590255	0	2026 4	INV	P	89.40 041726V	168521	KEYS FOR PD		
						ACCOUNT TOTAL		263.92		
4104100 55302								FIRE BUILDING		
004540 GRAINGER	9832941620	0	2026 4	INV	P	38.88 040326V	168363	EYE WASH BOTL/SPRIN		
007945 MENARDS	78753	0	2026 4	INV	P	29.88 040326V	168376	FAN MOTOR/WATER/SOA		
007945 MENARDS	79119	0	2026 4	INV	P	103.95 040326V	168376	FAN WHEEL HOOKS/WIR		
007945 MENARDS	79727	0	2026 4	INV	P	7.49 041026V	168416	DEHUM/SOCKET/HEX/SE		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
										141.32
012133 JOHNSON CONTROLS	42256274	0	2026 4	INV	P		129.00 040326V	168370	SECURITY ALARM MONI	
									ACCOUNT TOTAL	309.20
4104100 55304						VILLAGE TOWER				
006036 PNC BANK	x9531-031826	0	2026 4	INV	P		40.24 041026V	168428	HWT FLY WINDOW TRAP	
007945 MENARDS	78753	0	2026 4	INV	P		39.94 040326V	168376	FAN MOTOR/WATER/SOA	
007945 MENARDS	79727	0	2026 4	INV	P		231.67 041026V	168416	DEHUM/SOCKET/HEX/SE	
										271.61
									ACCOUNT TOTAL	311.85
						ORG 4104100 TOTAL				16,448.03
4105100						FORESTRY				
4105100 55151						TOOLS				
007945 MENARDS	79453	0	2026 4	INV	P		103.95 040326V	168376	MULCH FORK	
									ACCOUNT TOTAL	103.95
4105100 55401						BLACK DIRT/SEED				
002474 CONSERV FS	6448668	0	2026 4	INV	P		405.00 041026V	168399	FIELD OF DREAMS RES	
									ACCOUNT TOTAL	405.00
						ORG 4105100 TOTAL				508.95
4801100						ENGINEERING				
4801100 50100						PROFESSIONAL SERVICES				
003544 EZA ENGINEERING PLLC 26038-01		0	2026 4	INV	P		309.38 041726V	168491	INSPECT FEE/ENG PLA	
									ACCOUNT TOTAL	309.38
						ORG 4801100 TOTAL				309.38
5101100						AMIN-FIRE & EMERGENCY MEDICAL				
5101100 45400						UNIFORMS PURCHASED				
000291 AIR ONE EQUIPMENT IN 235188		0	2026 4	INV	P		588.00 042426V	168537	BOOTS-CAPTAIN WHITE	
009250 O'HERRON, RAY CO INC 2468530		0	2026 4	INV	P		326.39 040326V	168381	UNIFORM CLASS A & B	
009250 O'HERRON, RAY CO INC 2468987		0	2026 4	INV	P		523.18 040326V	168381	UNIFORM CLASS A & B	
009250 O'HERRON, RAY CO INC 2470241		0	2026 4	INV	P		76.32 041726V	168513	UNIFORMS CLASS B-WH	
										925.89
									ACCOUNT TOTAL	1,513.89

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
5101100 50100								PROFESSIONAL SERVICES		
005767 ILLINOIS MUTUAL	1600947-2604	0	2026 4	INV	P	1,168.15 040326V	168368	DISABILITY INS-S GR		
						ACCOUNT TOTAL			1,168.15	
						ORG 5101100 TOTAL			2,682.04	
5102100								FIRE SUPPRESSION		
5102100 51960								OTHER EQUIPMENT		
000291 AIR ONE EQUIPMENT IN 234058		0	2026 4	INV	P	483.00 040326V	168352	SCBA REPAIR MASK ST		
000291 AIR ONE EQUIPMENT IN 234088		0	2026 4	INV	P	94.50 041726V	168472	EXTINGUISHER HARNES		
									577.50	
006036 PNC BANK	X9531-031326A	0	2026 4	INV	P	36.38 041026V	168428	TOW STRAPS & SHACKL		
006036 PNC BANK	X9531-031326B	0	2026 4	INV	P	71.80 041026V	168428	TOW STRAPS & SHACKL		
									108.18	
						ACCOUNT TOTAL			685.68	
5102100 55150								NON-CAPITAL EQUIPMENT		
006036 PNC BANK	X9531-022426	0	2026 4	INV	P	71.99 041026V	168428	SIREN SPEAKER #1781		
014130 VILLAGE TRUE VALUE H 268273		0	2026 4	INV	P	15.28 041726V	168528	SPRAY PAINT		
						ACCOUNT TOTAL			87.27	
						ORG 5102100 TOTAL			772.95	
5103100								EMERGENCY MEDICAL SERVICES		
5103100 51650								PARAMEDIC COVERAGE		
009395 PARAMEDIC SERVICES O 9606		0	2026 4	INV	P	68,334.00 041726V	168516	PARAMEDIC CONTRACT		
						ACCOUNT TOTAL			68,334.00	
5103100 52820								RECHARGING 02		
003017 US GAS	500335	0	2026 4	INV	P	98.25 041726V	168525	CYLINDER RENTAL 03.		
						ACCOUNT TOTAL			98.25	
5103100 55045								PUBLIC ED-CPR TRAINING		
001359 TRAINING CONCEPTS 66118		0	2026 4	INV	P	100.00 040326V	168386	INSTRUCTOR RENEWAL		
001359 TRAINING CONCEPTS 66198		0	2026 4	INV	P	225.00 040326V	168386	INSTRUCTOR RENEWALS		
									325.00	
						ACCOUNT TOTAL			325.00	
5103100 55100								SUPPLIES		
001455 BOUND TREE MEDICAL 86137705		0	2026 4	INV	P	208.71 040326V	168357	EMS SPLS-EMESIS BAG		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
ACCOUNT TOTAL						208.71					
5103100	55112		MEDICAL								
000010	EMS MGMT & CONSUL	EMS-024390	0	2026	4	INV P	2,214.24	040326V	168360	AMBULANCE BILLING 0	
000010	EMS MGMT & CONSUL	EMS-025274	0	2026	4	INV P	1,523.70	041726V	168489	AMBULANCE BILLING 0	
						3,737.94					
ACCOUNT TOTAL						3,737.94					
ORG 5103100 TOTAL						72,703.90					
5106100			ESDA								
5106100	51900		EQUIP MNT AGREEMENTS								
001496	BRANIFF COMMUNICATIO	0036606	0	2026	4	INV P	1,350.00	041726V	168478	MAINT AGREEMENT-WAR	
ACCOUNT TOTAL						1,350.00					
ORG 5106100 TOTAL						1,350.00					
5201100			COMMUNITY DEVELOPMENT								
5201100	50100		PROFESSIONAL SERVICES								
001467	CODE ENFORCEMENT REP	2026-02	0	2026	4	INV P	417.50	041726V	168481	CODE ENFORCEMENT 02	
001467	CODE ENFORCEMENT REP	2026-03	0	2026	4	INV P	912.50	041726V	168481	CODE ENFORCEMENT 03	
						1,330.00					
003053	MORRIS, DONALD E ARCH	2026-03INS	0	2026	4	INV P	9,500.00	042426V	168556	INSPECTIONS 03.26	
003544	EZA ENGINEERING PLLC	26038-01	0	2026	4	INV P	229.87	041726V	168491	INSPECT FEE/ENG PLA	
006290	HEALTH INSPECTION PR	941	0	2026	4	INV P	2,625.00	041726V	168499	HEALTH INSPECTIONS	
ACCOUNT TOTAL						13,684.87					
5201100	50105		PLAN REVIEW FEES								
002770	FIRE SAFETY CONSULTA	26-12686	0	2026	4	INV P	550.00	041726V	168492	PLAN REVIEW-5209 CO	
002770	FIRE SAFETY CONSULTA	26-12693	0	2026	4	INV P	610.00	041726V	168492	PLAN REVIEW-6100 BU	
002770	FIRE SAFETY CONSULTA	26-12703	0	2026	4	INV P	630.00	041726V	168492	PLAN REVIEW-6106 BU	
002770	FIRE SAFETY CONSULTA	26-12763	0	2026	4	INV P	630.00	041726V	168492	PLAN REVIEW-1113 HA	
002770	FIRE SAFETY CONSULTA	26-12819	0	2026	4	INV P	630.00	041726V	168492	PLAN REVIEW-4817 CE	
						3,050.00					
003053	MORRIS, DONALD E ARCH	2026-03PR	0	2026	4	INV P	1,920.00	042426V	168556	PLAN REVIEW 03.26	
ACCOUNT TOTAL						4,970.00					
5201100	50400		TRAINING/CONFERENCES								
000445	AMERICAN PLANNING AS	2303	0	2026	4	INV P	500.00	040326V	168353	2026 PLAN COMMISSIO	
003730	FIFTH THIRD BANK	4136-033126	0	2026	4	DIR P	70.00	042826W	487	STATEMENT CLOSING D	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
016400 SCHMIDT, ROBERT	03/06-03/27/26	0	2026 4	INV	P	70.18 041026V	168430	RMB MILEAGE-SBOC TR	
ACCOUNT TOTAL						640.18			
5201100 50700				EXP REIMBURSE/MTGS	EXPENSE				
006700 KIRSCHBAUMS BAKERY	04-08-26	0	2026 4	INV	P	27.47 041726V	168503	BAKERY-DACRA TRAINI	
ACCOUNT TOTAL						27.47			
ORG 5201100 TOTAL						19,322.52			
FUND 100 GENERAL FUND						TOTAL:	302,904.52		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
6601210								ADMINISTRATION-RECREATION	
6601210 50100								PROFESSIONAL SERVICES	
008055	MGT IMPACT SOLUTIONS MGT37958	0	2026 4	INV	P	9,587.50	041026V	168418 N FLORES W/E 03/21/	
	ACCOUNT TOTAL					9,587.50			
6601210 50210								VILLAGE ATTORNEY	
006712	KLEIN THORPE AND JE 2026-01	0	2026 4	INV	P	250.00	041026V	168410 LEGAL SVC 01/26	
	ACCOUNT TOTAL					250.00			
6601210 50700								EXP REIMBURSE/MTGS EXPENSE	
016005	ALBORES, ARIOSTO 2026-03	0	2026 4	INV	P	66.48	041726V	168473 RMB MILEAGE 03.26	
	ACCOUNT TOTAL					66.48			
6601210 51200								PRINTED MATERIALS	
007923	MEDEMA, JENNIFER L 00011	0	2026 4	INV	P	406.25	041026V	168415 SPONSORSHIP MKTNG C	
	ACCOUNT TOTAL					406.25			
6601210 55100								SUPPLIES	
014098	VESTIS UNIFORMS & WO 27841161	0	2026 4	INV	P	86.37	041726V	168527 CARGO PANTS-A. ALBO	
014098	VESTIS UNIFORMS & WO 27842564	0	2026 4	INV	P	106.63	041726V	168527 JACKET-A. ALBORES	
						193.00			
	ACCOUNT TOTAL					193.00			
	ORG 6601210 TOTAL					10,503.23			
6602210								RECREATION SERVICES	
6602210 53734								SENIOR CENTER	
004077	GODDARD, LESLIE 4926	0	2026 4	INV	P	400.00	041026V	168402 PRGM FEE-JULIA CHIL	
006036	PNC BANK X9531-021726B	0	2026 4	INV	P	33.88	041026V	168428 TAI CHI DVD-SR CTR-	
	ACCOUNT TOTAL					433.88			
6602210 53737								SPARTZ BASKETBALL	
005991	BARRITT ANGELA/RICHA 03-12-26	0	2026 4	INV	P	117.92	042426V	168538 RMB EXP-3BLZ EOS PA	
008749	HINSDALE ADVENTIST 1020	0	2026 4	INV	P	2,010.00	040326V	168366 GYM RENTAL-BLZ/WLC	
009389	BEST OFFICIALS 2026-02TRVL	0	2026 4	INV	P	7,152.00	040326V	168356 BBALL REFS-TRAVEL L	
009389	BEST OFFICIALS 2026-03TRVL	0	2026 4	INV	P	1,308.00	040326V	168356 BBALL REFS-TRAVEL L	
						8,460.00			
012757	SPARTZ, CHRISTOPHER 20422	0	2026 4	INV	P	10,614.00	040326V	168385 BLZ/WC TRAINING/FUT	
012757	SPARTZ, CHRISTOPHER 20425	0	2026 4	INV	P	44,436.00	040326V	168385 BLZ & WC TRNG FEB/M	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
											55,050.00
015553 SELZ, TIMOTHY	4BLZ-013126	0	2026 4	INV	P	150.07 041726V	168519	RMB EXP-4BLZ TEAM P			
015553 SELZ, TIMOTHY	5BLZ-013126	0	2026 4	INV	P	150.07 041726V	168519	RMB EXP-5BLZ TEAM P			
											300.14
015658 REINHARDT, CHRIS	01-31-26	0	2026 4	INV	P	225.00 042426V	168557	RMB EXP-6WC TOURNAM			
015658 REINHARDT, CHRIS	01-31-26A	0	2026 4	INV	P	173.70 042426V	168557	RMB EXP-6WC TEAM PI			
015658 REINHARDT, CHRIS	01/26-04/26	0	2026 4	INV	P	63.96 042426V	168557	RMB EXP-6WC TEAM SN			
015658 REINHARDT, CHRIS	02-20-26	0	2026 4	INV	P	560.14 042426V	168557	RMB EXP-6WC TEAM HO			
015658 REINHARDT, CHRIS	03-06-26	0	2026 4	INV	P	359.29 042426V	168557	RMB EXP-6WC EOS PAR			
015658 REINHARDT, CHRIS	DYTBL	0	2026 4	INV	P	280.00 042426V	168557	RMB EXP-6WC DYTBL T			
											1,662.09
015663 ROGERS, PETER	01-31-26	0	2026 4	INV	P	225.00 042426V	168558	RMB EXP-4BLZ TOURNA			
015663 ROGERS, PETER	11-21-25	0	2026 4	INV	P	295.00 042426V	168558	RMB EXP-4BLZ TOURNA			
											520.00
015667 FREIMUTH, KARL	02-01-264BLZ	0	2026 4	INV	P	225.00 041726V	168493	RMB EXP-4BLZ TOURNA			
015667 FREIMUTH, KARL	03-05-26	0	2026 4	INV	P	1,707.75 041726V	168493	RMB EXP-GOFZON SOCI			
											1,932.75
015669 MCNABB, KATHRYN	01-19-26	0	2026 4	INV	P	265.00 042426V	168554	RMB EXP-6BLZ TOURNA			
015669 MCNABB, KATHRYN	01/23-01/25/26	0	2026 4	INV	P	350.00 042426V	168554	RMB EXP-6BLZ TOURNA			
015669 MCNABB, KATHRYN	02-01-26	0	2026 4	INV	P	225.00 042426V	168554	RMB EXP-6BLZ TOURNA			
015669 MCNABB, KATHRYN	02-14-26	0	2026 4	INV	P	145.00 042426V	168554	RMB EXP-6BLZ TOURNA			
											985.00
015674 OSBURN, JENNA	03-05-26	0	2026 4	INV	P	457.85 041726V	168515	RMB EXP-EOS TEAM PA			
015675 GAMBOA, ANDREW	4WC-022226	0	2026 4	INV	P	309.85 041726V	168495	RMB EXP-EOS PIZZA P			
015677 MACHALINSKI, MATT	02-07-26	0	2026 4	INV	P	240.00 042426V	168552	RMB EXP-7WC TOURNAM			
015677 MACHALINSKI, MATT	03-12-26	0	2026 4	INV	P	328.04 042426V	168552	RMB EXP-7WC TEAM PA			
											568.04
015846 CUTKOMP, KATHRYN	03-08-26	0	2026 4	INV	P	786.33 041726V	168483	RMB EXP-EOS 4BLZ TE			
015922 SAFTIG, PAUL	02-16-26	0	2026 4	INV	P	264.00 041726V	168518	RMB EXP-3WC TEAM TR			
015922 SAFTIG, PAUL	02-21-26	0	2026 4	INV	P	149.00 041726V	168518	RMB EXP-3WC ONE DAY			
015922 SAFTIG, PAUL	02-22-26	0	2026 4	INV	P	634.13 041726V	168518	RMB EXP-3WC EOS PAR			
015922 SAFTIG, PAUL	12-20-25	0	2026 4	INV	P	149.00 041726V	168518	RMB EXP-3WC ONE DAY			
											1,196.13

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL						74,356.10			
6602210 53740			CONTRACTED PROGRAMS						
001897 CARLYS KICKERS LLC	335	0	2026	4	INV P	1,411.20	040326V	168359 SOCCER SHOTS PRGM-W	
004132 ROSS, MARY KAY	2026-03	0	2026	4	INV P	393.60	041726V	168517 BODYWORKS PLUS 03.2	
006210 BRICKS 4 KIDZ OAK BR	WSRD03262026	0	2026	4	INV P	750.00	040326V	168358 FORCES OF NATURE LE	
007075 LANGUAGE IN ACTION,	01/14-02/18/26	0	2026	4	INV P	312.00	040326V	168372 I SPEAK SPANISH 01/	
012782 SPORTS KIDS INC.	364215	0	2026	4	INV P	795.20	041726V	168520 WINTER SESSION 2 CL	
ACCOUNT TOTAL						3,662.00			
6602210 55503			EARLY CHILDHOOD						
000305 BRISKEY, KIMI	2026-01/02	0	2026	4	INV P	215.94	041026V	168394 RMB EXP-EC PRGMS	
002941 DISCOUNT SCHL SUPPLY	P43834160101	0	2026	4	INV P	133.83	041726V	168487 EC CRAFT SPLS-PAINT	
016250 MCENTEE, MEGHANN	2026-03	0	2026	4	INV P	85.95	041026V	168413 RMB EXP-EC CLASS SP	
ACCOUNT TOTAL						435.72			
6602210 55504			YOUTH SPORTS						
009389 BEST OFFICIALS	2026-02REC	0	2026	4	INV P	3,545.00	040326V	168356 BBALL REFS-REC LEAG	
009389 BEST OFFICIALS	2026-03REC	0	2026	4	INV P	1,932.00	040326V	168356 BBALL REFS-REC LEAG	
						5,477.00			
ACCOUNT TOTAL						5,477.00			
6602210 55507			SPECIAL EVENTS SUPPLIES						
001036 LIGEIKIS, RITA	03-17-26	0	2026	4	INV P	69.25	040326V	168374 RMB EXP-BRKFST W/BU	
003730 FIFTH THIRD BANK	4136-033126	0	2026	4	DIR P	338.94	042826W	487 STATEMENT CLOSING D	
004444 GOLD MEDAL PRODUCTS	30-436250	0	2026	4	INV P	1,531.45	042426V	168546 COTTON CANDY MACHIN	
006036 PNC BANK	X9531-021726	0	2026	4	INV P	139.03	041026V	168428 TABLE DECOR-BRKFST	
006036 PNC BANK	X9531-021726A	0	2026	4	INV P	73.45	041026V	168428 EASTER BUNNY COSTUM	
006036 PNC BANK	X9531-030226C	0	2026	4	INV P	13.99	041026V	168428 EASTER TREAT BAG CA	
006036 PNC BANK	X9531-030226D	0	2026	4	INV P	117.41	041026V	168428 TEEN FLASHLIGHT EAS	
006036 PNC BANK	X9531-030226E	0	2026	4	INV P	39.12	041026V	168428 EASTER TREAT BAG ST	
006036 PNC BANK	X9531-030926	0	2026	4	INV P	83.48	041026V	168428 TEEN FLASHLIGHT EAS	
006036 PNC BANK	X9531-030926B	0	2026	4	INV P	4.98	041026V	168428 EASTER CRAFTS-AMAZO	
006036 PNC BANK	X9531-031026	0	2026	4	INV P	9.50	041026V	168428 EASTER CRAFTS-AMAZO	
006036 PNC BANK	X9531-031026A	0	2026	4	INV P	54.95	041026V	168428 TEEN FLASHLIGHT EAS	
006036 PNC BANK	X9531-031026B	0	2026	4	INV P	75.19	041026V	168428 TEEN FLASHLIGHT EAS	
006036 PNC BANK	X9531-031026C	0	2026	4	INV P	42.13	041026V	168428 TEEN FLASHLIGHT EAS	
006036 PNC BANK	X9531-031826A	0	2026	4	INV P	11.99	041026V	168428 TEEN FLASHLIGHT EAS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
										665.22
006700 KIRSCHBAUMS BAKERY	048-032126	0	2026 4	INV	P		30.00 040326V	168371	DONUTS-BREAKFAST W/	
014515 HONEY BEE CAFE	5282240-032126	0	2026 4	INV	P		840.00 040326V	168367	BREAKFAST WITH BUNN	
										ACCOUNT TOTAL
										3,474.86
										ORG 6602210 TOTAL
										87,839.56
6603210										BUILDING SERVICES
6603210 52010										INTERIOR MAINTENANCE
000475 ANDERSON PEST SOLUTI	92937663	0	2026 4	INV	P		74.94 041026V	168391	PEST CONTROL-REC	
011952 SCHINDLER ELEVATOR C	4607416918	0	2026 4	INV	P		6,293.51 040326V	168384	ANL ELEVATOR MAINT-	
013098 SW CLEANING SERVICE	26-02-083	0	2026 4	INV	P		1,280.00 042426V	168559	JANITORIAL SVC 02.2	
013098 SW CLEANING SERVICE	26-03-151	0	2026 4	INV	P		1,280.00 042426V	168559	JANITORIAL SVC 03.2	
										2,560.00
										ACCOUNT TOTAL
										8,928.45
6603210 53200										UTILITIES
002371 COMMONWEALTH EDISON	5403229111-2603	0	2026 4	INV	P		45.06 041026V	168398	5403229111 02/18-03	
009130 NICOR GAS	00095400008-2603	0	2026 4	INV	P		759.74 041026V	168421	00095400008 02/17-0	
										ACCOUNT TOTAL
										804.80
6603210 55300										BUILDING SUPPLIES
001512 WAREHOUSE DIRECT	6122751-0	0	2026 4	INV	P		1,915.32 041026V	168436	BUILDING SPLS	
001512 WAREHOUSE DIRECT	6122793-0	0	2026 4	INV	P		68.90 041026V	168436	BUILDING SPLS	
										1,984.22
004540 GRAINGER	9832941620	0	2026 4	INV	P		59.08 040326V	168363	EYE WASH BOTL/SPRIN	
007945 MENARDS	78753	0	2026 4	INV	P		74.99 040326V	168376	FAN MOTOR/WATER/SOA	
007945 MENARDS	79115	0	2026 4	CRM	P		-35.00 040326V	168376	REFUND R/C MOTOR FA	
007945 MENARDS	79119	0	2026 4	INV	P		72.46 040326V	168376	FAN WHEEL HOOKS/WIR	
007945 MENARDS	79727	0	2026 4	INV	P		37.30 041026V	168416	DEHUM/SOCKET/HEX/SE	
										149.75
014130 VILLAGE TRUE VALUE H	268154	0	2026 4	INV	P		26.08 040326V	168387	WIRE REPAIR	
										ACCOUNT TOTAL
										2,219.13
										ORG 6603210 TOTAL
										11,952.38

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
6605210								GRAND AVE COMMUNITY CENTER	
6605210 52010								INTERIOR MAINTENANCE	
011952 SCHINDLER ELEVATOR C	4607416918	0	2026 4	INV	P	6,293.51 040326V	168384	ANL ELEVATOR MAINT-	
013098 SW CLEANING SERVICE	26-02-083	0	2026 4	INV	P	1,318.00 042426V	168559	JANITORIAL SVC 02.2	
013098 SW CLEANING SERVICE	26-03-151	0	2026 4	INV	P	1,318.00 042426V	168559	JANITORIAL SVC 03.2	
						2,636.00			
						ACCOUNT TOTAL		8,929.51	
6605210 53200								UTILITIES	
009130 NICOR GAS	68109700002-2603	0	2026 4	INV	P	1,480.72 041026V	168421	68109700002 02/17-0	
						ACCOUNT TOTAL		1,480.72	
						ORG 6605210 TOTAL		10,410.23	
	FUND 210 RECREATION FUND					TOTAL:		120,705.40	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4										
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
1201310								EXECUTIVE ADMINISTRATION		
1201310 50199								OTHER PROF TECH SERVICES		
006712 KLEIN THORPE AND JE	2026-01	0	2026 4	INV	P	1,821.11 041026V	168410	LEGAL SVC 01/26		
						ACCOUNT TOTAL		1,821.11		
						ORG 1201310 TOTAL		1,821.11		
1203310								MANAGEMENT SERVICES		
1203310 60035								OFC FURNITURE & EQUIPMENT		
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	858.00 042826W		487 STATEMENT CLOSING D		
009475 PC TECH 2 U INC	23308	0	2026 4	INV	P	3,900.00 041026V	168425	VERKADA LICENSE 3 D		
009475 PC TECH 2 U INC	23379	0	2026 4	INV	P	38,500.00 041026V	168425	DOOR ACCESS SYS-INS		
						42,400.00				
013080 SUBURBAN DOOR CHECK	IN590256	0	2026 4	INV	P	936.00 041026V	168432	DOOR COVER PLATES-D		
013080 SUBURBAN DOOR CHECK	IN590351	0	2026 4	INV	P	966.00 041026V	168432	DOOR COVER PLATES-D		
						1,902.00				
						ACCOUNT TOTAL		45,160.00		
						ORG 1203310 TOTAL		45,160.00		
3101310								ADMINISTRATION-LAW ENFORCEMENT		
3101310 60030								VEHICLES		
003475 ENTERPRISE FM TRUST	FBN5616359-331	260026	2026 4	INV	P	556.41 041726V	168490	POLICE DETECTIVE UN		
						ACCOUNT TOTAL		556.41		
3101310 60035								OFC FURNITURE & EQUIPMENT		
004656 DELL MARKETING LP	10864268071	260087	2026 4	INV	P	8,955.24 041026V	168400	4 SQUAD CAR LAPTOPS		
009145 NORTHSHORE UNIVERSIT	236948840-030326	260106	2026 4	INV	P	576.00 041726V	168512	HOLLER NIPAS ANNUAL		
						ACCOUNT TOTAL		9,531.24		
						ORG 3101310 TOTAL		10,087.65		
3102310								PATROL SERVICES		
3102310 60030								VEHICLES		
003475 ENTERPRISE FM TRUST	FBN5616359-332	260029	2026 4	INV	P	929.31 041726V	168490	POLICE #332 PATROL		
003475 ENTERPRISE FM TRUST	FBN5616359-336	260028	2026 4	INV	P	864.98 041726V	168490	POLICE UNIT 336 PAT		
003475 ENTERPRISE FM TRUST	FBN5616359-338	260027	2026 4	INV	P	958.84 041726V	168490	PD UNIT #338 PATROL		
003475 ENTERPRISE FM TRUST	FBN5616359-339	0	2026 4	INV	P	25.01 041726V	168490	MANAGEMENT FEE-PD U		
						2,778.14				
						ACCOUNT TOTAL		2,778.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
		ORG 3102310		TOTAL				2,778.14			
3103310	CRIMINAL INVESTIGATION										
3103310	60020	MACHINERY & EQUIPMENT									
003730	FIFTH THIRD BANK	4136-033126	0	2026	4	DIR	P	73.55	042826W	487	STATEMENT CLOSING D
		ACCOUNT TOTAL						73.55			
		ORG 3103310		TOTAL				73.55			
4103310	VEHICLE/EQUIPMENT MAINTENANCE										
4103310	60030	VEHICLES									
003475	ENTERPRISE FM TRUST	FBN5616359-001	260032	2026	4	INV	P	266.61	041726V	168490	PW UNIT #1 LOU
003475	ENTERPRISE FM TRUST	FBN5616359-004	260031	2026	4	INV	P	177.97	041726V	168490	PW UNIT 4 F-150
003475	ENTERPRISE FM TRUST	FBN5616359-009	260034	2026	4	INV	P	245.35	041726V	168490	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5616359-013	260030	2026	4	INV	P	1,516.43	041726V	168490	PW PETERBILT UNIT 1
003475	ENTERPRISE FM TRUST	FBN5616359-016	260033	2026	4	INV	P	267.27	041726V	168490	ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5616359-030	260035	2026	4	INV	P	179.40	041726V	168490	ENTERPRISE LEASE PW
		ACCOUNT TOTAL						2,653.03			
		ORG 4103310		TOTAL				2,653.03			
4104310	PROPERTIES										
4104310	60020	MACHINERY & EQUIPMENT									
014979	YMI GROUP, INC	SP1669-01	0	2026	4	INV	P	830.00	040326V	168388	REPAIR HEAT C/D
014979	YMI GROUP, INC	SP1669-03	0	2026	4	INV	P	1,875.00	041026V	168439	SVC CALL-REC RTUS
		ACCOUNT TOTAL						2,705.00			
		ORG 4104310		TOTAL				2,705.00			
5102310	FIRE SUPPRESSION										
5102310	60020	MACHINERY & EQUIPMENT									
000291	AIR ONE EQUIPMENT IN	233866	260098	2026	4	INV	P	45,222.00	042426V	168537	MSA SCBA
000291	AIR ONE EQUIPMENT IN	234421	260099	2026	4	INV	P	3,075.00	042426V	168537	SCBA BOTTLES (BOGOF)
		ACCOUNT TOTAL						48,297.00			
008340	MOTOROLA SOLUTIONS	8282275708	260005	2026	4	INV	P	8,878.90	041726V	168509	PURCHASE & INSTALLA
		ACCOUNT TOTAL						57,175.90			
5102310	60030	VEHICLES									
003475	ENTERPRISE FM TRUST	FBN5616359-1702	260036	2026	4	INV	P	621.59	041726V	168490	FD UNIT #1702 ENTER
		ACCOUNT TOTAL						621.59			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4								
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
			ORG 5102310	TOTAL				57,797.49
FUND 310	CAPITAL IMPROVEMENT			TOTAL:				123,075.97



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
4801365								ENGINEERING			
4801365 50331								DESIGN ENGINEERING			
013973 V3 COMPANIES LTD	10226645	260108	2026 4	INV	P	26,972.94	041726V	168526	WS 2026 PAVEMENT PR		
						ACCOUNT TOTAL			26,972.94		
4801365 50332								INSPECTION ENGINEERING			
005417 HR GREEN INC	199304	0	2026 4	INV	P	18,443.25	041726V	168501	WOODLAND RECONSTRUC		
005417 HR GREEN INC	200606	0	2026 4	INV	P	29,940.73	041726V	168501	WOODLAND RECONSTRUC		
						48,383.98					
						ACCOUNT TOTAL			48,383.98		
4801365 60011								CONSTRUCTION			
000227 G & M CEMENT CONSTR	04-03-26	0	2026 4	INV	P	315,854.02	041726V	168494	WOODLAND RECONSTRUC		
						ACCOUNT TOTAL			315,854.02		
						ORG 4801365 TOTAL			391,210.94		
FUND 365 REFERENDUM FUND						TOTAL:			391,210.94		



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
2301410							G. O. DEBT SERVICE		
2301410 81242							PROMISSORY NOTE INT 2018		
003815 FIRST NATIONAL BANK	05-01-2026	0	2026 4	INV P	1,475.00	042426V	168544	PROMISSORY NOTE SER	
				ACCOUNT TOTAL	1,475.00				
				ORG 2301410 TOTAL	1,475.00				
FUND 410 DEBT SERVICE FUND					TOTAL:	1,475.00			



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
4302510	53200										UTILITIES
002371	COMMONWEALTH	EDISON	0368149000-2603	0	2026	4	INV	P	50.41	041026V	168398 0368149000 02/18-03
002371	COMMONWEALTH	EDISON	0887271222-2603	0	2026	4	INV	P	4,180.50	041026V	168398 0887271222 02/18-03
002371	COMMONWEALTH	EDISON	1143071222-2603	0	2026	4	INV	P	148.69	041026V	168398 1143071222 02/18-3/
002371	COMMONWEALTH	EDISON	2648839000-2603	0	2026	4	INV	P	42.51	041026V	168398 2648839000 02/18-03
002371	COMMONWEALTH	EDISON	3950337000-2603	0	2026	4	INV	P	6,263.89	041026V	168398 3950337000 02/18-03
002371	COMMONWEALTH	EDISON	6698503000-2603	0	2026	4	INV	P	5,922.34	041026V	168398 6698503000 02/18-03
002371	COMMONWEALTH	EDISON	6854145000-2603	0	2026	4	INV	P	1,128.66	041026V	168398 6854145000 02/18-31
002371	COMMONWEALTH	EDISON	8067462222-2602	0	2026	4	INV	P	14,500.60	041026V	168398 8067462222 01/20-02
002371	COMMONWEALTH	EDISON	8067462222-2603	0	2026	4	INV	P	6,411.73	041026V	168398 8067462222 02/18-03
002371	COMMONWEALTH	EDISON	8972047000-2603	0	2026	4	INV	P	32.97	041026V	168398 8972047000 2/18-3/1
									<b>38,682.30</b>		
009130	NICOR GAS		06409700009-2603	0	2026	4	INV	P	1,141.72	041026V	168421 06409700009 2/17-3/
ACCOUNT TOTAL									39,824.02		
4302510	55300										BUILDING SUPPLIES
014130	VILLAGE TRUE	VALUE H	268010	0	2026	4	INV	P	92.16	040326V	168387 BUSHING/NIPPLE/HAND
014130	VILLAGE TRUE	VALUE H	268058	0	2026	4	INV	P	23.90	040326V	168387 SEAL TAPE/BALL VALV
014130	VILLAGE TRUE	VALUE H	268108	0	2026	4	INV	P	18.84	040326V	168387 THERMAL BAGS
									<b>134.90</b>		
ACCOUNT TOTAL									134.90		
4302510	55352										MEMBRANE CARTRIDGES
014779	WIGEN COMPANIES INC	24456		260070	2026	4	INV	P	247,868.47	041726V	168529 RO MEMBRANE REPLACE
ACCOUNT TOTAL									247,868.47		
4302510	55600										CHEMICALS
004934	HAWKINS INC		7372829	260043	2026	4	INV	P	4,945.85	040326V	168364 CHEMICALS
004934	HAWKINS INC		7373329	260043	2026	4	INV	P	5,416.46	040326V	168364 CHEMICALS
									<b>10,362.31</b>		
ACCOUNT TOTAL									10,362.31		
4302510	62015										BLDG & BLDG IMPROVEMENTS
014979	YMI GROUP, INC		SP1669-02	0	2026	4	INV	P	1,050.00	040326V	168388 SVC CALL-HEAT W/P
ACCOUNT TOTAL									1,050.00		
ORG 4302510 TOTAL									313,200.71		
4303510	53040										WATER DISTRIBUTION
006480	K-FIVE CONSTRUCTION		74776	0	2026	4	INV	P	4,160.00	041726V	168502 COLD PATCH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
			ACCOUNT TOTAL			4,160.00			
4303510 55150			NON-CAPITAL EQUIPMENT						
007168 LEE JENSEN SALES CO	0038665-00	0	2026 4	INV	P	30.78	041726V	168505 DIXON 3" PART ADAPT	
			ACCOUNT TOTAL			30.78			
4303510 55151			TOOLS						
007945 MENARDS	79454	0	2026 4	INV	P	15.99	040326V	168376 TOOL BOX LATCH	
			ACCOUNT TOTAL			15.99			
4303510 55250			WATER/SEWER REP PARTS/SUPPLIES						
009997 ZIEBELL WATER SERVIC	272135-000	0	2026 4	INV	P	1,329.31	041726V	168531 REPAIR SLEEVE/BUSHI	
009997 ZIEBELL WATER SERVIC	272174-000	0	2026 4	INV	P	1,289.59	041726V	168531 REPAIR SLEEVES	
						2,618.90			
			ACCOUNT TOTAL			2,618.90			
4303510 62020			WATER SYSTEM						
000619 KEMNITZ, CHRISTIAN	4058GRAND-LSLR	0	2026 4	INV	P	5,000.00	042426V	168548 4058 GRAND-LSLR COS	
			ACCOUNT TOTAL			5,000.00			
4303510 62030			VEHICLES, EQUIP & FURNITURE						
003475 ENTERPRISE FM TRUST	FBN5616359-001	260032	2026 4	INV	P	266.61	041726V	168490 PW UNIT #1 LOU	
003475 ENTERPRISE FM TRUST	FBN5616359-004	260031	2026 4	INV	P	177.97	041726V	168490 PW UNIT 4 F-150	
003475 ENTERPRISE FM TRUST	FBN5616359-009	260034	2026 4	INV	P	245.35	041726V	168490 ENTERPRISE LEASE PW	
003475 ENTERPRISE FM TRUST	FBN5616359-013	260030	2026 4	INV	P	1,516.43	041726V	168490 PW PETERBILT UNIT 1	
003475 ENTERPRISE FM TRUST	FBN5616359-016	260033	2026 4	INV	P	267.28	041726V	168490 ENTERPRISE LEASE PW	
003475 ENTERPRISE FM TRUST	FBN5616359-030	260035	2026 4	INV	P	179.40	041726V	168490 ENTERPRISE LEASE PW	
						2,653.04			
			ACCOUNT TOTAL			2,653.04			
			ORG 4303510 TOTAL			14,478.71			
4304510			WATER METER READING						
4304510 50100			PROFESSIONAL SERVICES						
013381 THIRD MILLENNIUM	34262	0	2026 4	INV	P	640.32	042426V	168560 GREENPAY FEES 03/26	
013381 THIRD MILLENNIUM	34277	0	2026 4	INV	P	828.68	042426V	168560 UTILITY BILLING 03/	
						1,469.00			
			ACCOUNT TOTAL			1,469.00			
4304510 52660			SOFTWARE SUPPORT						
012222 SENSUS TECHNOLOGIES	ZA82601462	0	2026 4	INV	P	4,699.00	041026V	168431 AUTOREAD SOFTWARE S	
			ACCOUNT TOTAL			4,699.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
				ORG 4304510	TOTAL			6,168.00
	FUND 510	WATER FUND			TOTAL:			336,717.92

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
2502515								SEWER BOND & INTEREST	
2502515 81617								PROMISSORY NOTE INT 2018	
003815 FIRST NATIONAL BANK	05-01-2026	0	2026 4	INV	P	737.50	042426V	168544 PROMISSORY NOTE SER	
						ACCOUNT TOTAL		737.50	
						ORG 2502515 TOTAL		737.50	
4401515								ADMINISTRATION-SEWER	
4401515 45475								UNIFORM RENTAL	
003730 FIFTH THIRD BANK	4136-033126	0	2026 4	DIR	P	202.80	042826W	487 STATEMENT CLOSING D	
						ACCOUNT TOTAL		202.80	
4401515 62030								VEHICLES, EQUIP & FURNITURE	
003475 ENTERPRISE FM TRUST	FBN5616359-001	260032	2026 4	INV	P	266.61	041726V	168490 PW UNIT #1 LOU	
003475 ENTERPRISE FM TRUST	FBN5616359-004	260031	2026 4	INV	P	177.97	041726V	168490 PW UNIT 4 F-150	
003475 ENTERPRISE FM TRUST	FBN5616359-009	260034	2026 4	INV	P	245.35	041726V	168490 ENTERPRISE LEASE PW	
003475 ENTERPRISE FM TRUST	FBN5616359-013	260030	2026 4	INV	P	1,516.43	041726V	168490 PW PETERBILT UNIT 1	
003475 ENTERPRISE FM TRUST	FBN5616359-016	260033	2026 4	INV	P	267.27	041726V	168490 ENTERPRISE LEASE PW	
003475 ENTERPRISE FM TRUST	FBN5616359-030	260035	2026 4	INV	P	179.42	041726V	168490 ENTERPRISE LEASE PW	
						2,653.05			
						ACCOUNT TOTAL		2,653.05	
						ORG 4401515 TOTAL		2,855.85	
4402515								SEWER MAINTENANCE/REHAB	
4402515 50336								ENGINEERING STUDIES	
001030 BAXTER & WOODMAN INC	0283445	0	2026 4	INV	P	728.75	040326V	168354 NPDES CSO REPORTING	
						ACCOUNT TOTAL		728.75	
4402515 53075								SEWER TELEVISIONING	
008878 NATIONAL POWER RODDI	56366	260092	2026 4	INV	P	28,513.00	040326V	168380 2026 TELEVISIONING CON	
008878 NATIONAL POWER RODDI	56457	260092	2026 4	INV	P	71,295.50	041726V	168511 2026 TELEVISIONING CON	
						99,808.50			
						ACCOUNT TOTAL		99,808.50	
4402515 53210								ELECTRICITY	
002371 COMMONWEALTH EDISON	4201974000-2603	0	2026 4	INV	P	345.33	041026V	168398 4201974000 02/18-03	
						ACCOUNT TOTAL		345.33	
4402515 55100								SUPPLIES	
004564 GREAT LAKES CONCRETE	518746	0	2026 4	INV	P	331.80	041026V	168403 RUBBER GASKET	
						ACCOUNT TOTAL		331.80	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
4402515 55354									
			SAND AND GRAVEL						
006219 HEIDELBERG MATERIALS 44688287		0	2026 4	INV	P	978.83 041026V	168404	BACKFILL	
006219 HEIDELBERG MATERIALS 44691619		0	2026 4	INV	P	1,446.94 041026V	168404	BACKFILL	
006219 HEIDELBERG MATERIALS 44711417		0	2026 4	INV	P	2,140.47 041726V	168500	BACKFILL	
						4,566.24			
			ACCOUNT TOTAL			4,566.24			
			ORG 4402515	TOTAL		105,780.62			
515			SEWER FUND						
515 20200			ACCOUNTS PAYABLE						
008878 NATIONAL POWER RODDI 56195		0	2026 4	INV	P	43,874.00 041726V	168511	2025 SANITARY SEWER	
			ACCOUNT TOTAL			43,874.00			
			ORG 515	TOTAL		43,874.00			
FUND 515 SEWER FUND						TOTAL:	153,247.97		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
4202590								B/N MUNICIPAL SERVICES			
4202590 52000								HOUSEKEEPING MAINTENANCE			
013098 SW CLEANING SERVICE	26-02-083	0	2026 4	INV	P	608.00	042426V	168559	JANITORIAL SVC 02.2		
013098 SW CLEANING SERVICE	26-03-151	0	2026 4	INV	P	608.00	042426V	168559	JANITORIAL SVC 03.2		
						<b>1,216.00</b>					
									ACCOUNT TOTAL		
						1,216.00					
4202590 53200								UTILITIES			
002371 COMMONWEALTH EDISON	1401173000-2603	0	2026 4	INV	P	1,080.45	041026V	168398	1401173000 02/18-03		
002371 COMMONWEALTH EDISON	1522841222-2603	0	2026 4	INV	P	134.11	041726V	168482	PROSPECT PEDX 02/18		
002371 COMMONWEALTH EDISON	3759021222-2603	0	2026 4	INV	P	638.96	041026V	168398	3759021222 02/18-03		
002371 COMMONWEALTH EDISON	5314084000-2603	0	2026 4	INV	P	67.79	041026V	168398	5314084000 02/18-03		
002371 COMMONWEALTH EDISON	8224414000-2603	0	2026 4	INV	P	59.10	041026V	168398	8224414000 02/18-03		
						<b>1,980.41</b>					
									ACCOUNT TOTAL		
						1,980.41					
4202590 55154								STREETSCAPE SUPPLIES			
007945 MENARDS	78753	0	2026 4	INV	P	11.98	040326V	168376	FAN MOTOR/WATER/SOA		
									ACCOUNT TOTAL		
						11.98					
									ORG 4202590 TOTAL		
						3,208.39					
									FUND 590 BURLINGTON NORTHERN		
									TOTAL :		
						3,208.39					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
690							PAYROLL		
690	20611						DENTAL INSURANCE		
002864	DELTA DENTAL PLAN OF 2028650	0	2026 4	INV P	5,243.28	041726V	168485	DENTAL INS	05/26
002866	DELTA DENTAL INS CO BE006996683	0	2026 4	INV P	38.28	041726V	168484	DENTAL INS	4/26
002866	DELTA DENTAL INS CO BE007023512	0	2026 4	INV P	38.28	042426V	168543	DENTAL INS	5/26
					76.56				
					ACCOUNT TOTAL		5,319.84		
690	20612						LIFE INSURANCE		
002852	DEARBORN LIFE INS CO VF029673-1-2605	0	2026 4	INV P	971.87	042426V	168542	LIFE/AD&D & VISION	
					ACCOUNT TOTAL		971.87		
690	20613						HEALTH INS - HMO COVERAGE		
001300	BLUE CROSS-BLUE SHIE 271883-2605	0	2026 4	INV P	190,532.51	041726V	168477	HEALTH INS	05.26
					ACCOUNT TOTAL		190,532.51		
690	20616						CAFETERIA PLAN-MEDICAL		
006507	AMERIFLEX CLAIMS April 2026	0	2026 4	INV P	4,563.77	042426PR	168532	April 2026	
					ACCOUNT TOTAL		4,563.77		
690	20618						UNION DUES - POLICE DEPT		
000715	METROPOLITAN ALLIANC April 2026	0	2026 4	INV P	564.00	042426PR	168533	April 2026	
000715	METROPOLITAN ALLIANC April 2026 Union Due	0	2026 4	INV P	235.00	042426PR	168534	April 2026 Union Du	
					799.00				
					ACCOUNT TOTAL		799.00		
690	20620						UNION DUES - LOCAL700 TEAMSTER		
013290	TEAMSTERS LOCAL 700 April 2026	0	2026 4	INV P	537.00	042426PR	168536	April 2026	
					ACCOUNT TOTAL		537.00		
690	20622						ADDITIONAL LIFE INSURANCE		
001719	NCPERS GROUP LIFE IN April 2026	0	2026 4	INV P	64.00	042426PR	168535	Additional Life Ins	
002852	DEARBORN LIFE INS CO VF029673-1-2605	0	2026 4	INV P	1,374.37	042426V	168542	LIFE/AD&D & VISION	
					ACCOUNT TOTAL		1,438.37		
690	20626						CAF PLAN-DEPENDENT CARE		
006507	AMERIFLEX CLAIMS April 2026	0	2026 4	INV P	1,111.12	042426PR	168532	April 2026	
					ACCOUNT TOTAL		1,111.12		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/4									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
690 20627 000275 AFLAC	440561	0	AFLAC SUPPLEMENTAL INS 2026 4 INV P		177.94 040326V	168351	Y0623 SUPPLEMENTAL		
			ACCOUNT TOTAL		177.94				
690 20631 002852 DEARBORN LIFE INS CO VF029673-1-2605		0	VISION INSURANCE 2026 4 INV P		781.54 042426V	168542	LIFE/AD&D & VISION		
			ACCOUNT TOTAL		781.54				
			ORG 690	TOTAL	206,232.96				
FUND 690 PAYROLL			TOTAL:		206,232.96				

\*\* END OF REPORT - Generated by Denise Bruton \*\*