



Village of Westmont

VILLAGE BOARD

31 West Quincy Street, Westmont, Illinois 60559

villageboard@westmont.il.gov
westmont.illinois.gov | 630-981-6200

Village Board Meeting

April 3, 2025

6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. OPEN FORUM

Public Comment is subject to the public comment rules and procedures adopted by the Village.

5. REPORTS

a. Board Reports

- i. Mayor
- ii. Clerk
- iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board meeting held March 20, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

i. Finance Ordinance #7

Total to be announced at the meeting

Type Budget Amendment

Budgeted

c. Purchase Order(s)

i. MainStreet Designs, Inc. \$34,553.00

Various Holiday Decorations

Type Consent Item

Budgeted Yes

ii. Currie Motors \$62,966.00

2025 Ford Super Duty F-450 to replace vehicle #122 in Streets Division

Type Consent Item

Budgeted

iii. Currie Motors \$86,458.00

Dump build-out of 2025 Ford Super Duty F-450 to replace vehicle unit #122 in streets.

Type Consent Item

Budgeted Yes

iv. Total of Purchase Orders \$183,977.00

Type Consent Item

Budgeted

d. Total of Purchase Order(s) and Finance Ordinance(s)

e. Proclamation for National Library Week

Board to consider a proclamation to declare April 6-12, 2025 as National Library Week in the Village of Westmont.

Type Consent Item

Budgeted

f. Proclamation for National Public Safety Telecommunicators Week

Board to consider a proclamation to declare April 13-19, 2025 as National Public Safety Telecommunicators Week in the Village of Westmont.

Type Consent Item

Budgeted

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Amend Class 19 Liquor License Requirements**

Board to consider an ordinance amending Chapter 10, Section 10-36 of the Westmont Code of Ordinances to revise the Class 19 liquor license requirements.

Background of Subject Matter

Class 19 liquor licenses are for performing arts venues in the B-1 District.

Currently, alcohol sales are restricted to when the performers and audience members are age 21 or older. The proposed amendment would allow a Class 19 license to issue for performing arts venues in both the B-1 District and the B-2 District and would allow alcohol sales where the performers and audience include persons under the age of 21.

Additional Background

A new business moving into that area is interested in the guest amenity of alcohol service and has requested the Village to consider these amendments.

Recommendation

Approve

Type Ordinance

Budgeted

b. **5908 Western, Willowbrook and 6S435 Richmond Avenue, Westmont, and 415 and 425 East 59th Street, Westmont - Involuntary Annexations**

Board to consider an ordinance approving a request from the Village of Westmont to involuntarily annex the subject properties into the Village of Westmont.

Background of Subject Matter

These lots are located in unincorporated DuPage County and are fully surrounded by incorporated lots. Westmont would provide Village services once annexed and the lots will be automatically zoned to the R-3 Single Family Detached Residential District upon annexation.

Type Ordinance

Budgeted

c. **459, 458, and 457 Birchwood Court, 6323 and 6325 S Richmond Avenue, Willowbrook and 6348 Western Avenue, Clarendon Hills - Involuntary Annexation**

Board to consider an ordinance approving a request from the Village of Westmont to involuntarily annex the subject properties into the Village of Westmont.

Background of Subject Matter

These lots are located in unincorporated DuPage County and are fully surrounded by incorporated lots. Westmont would provide Village services once annexed and the lots will be automatically zoned to the R-3 Single Family Detached Residential District upon annexation.

Type Ordinance

Budgeted

d. **Engineering Services Agreement - Phase 3 Construction Engineering (Watermain) for Washington and Traube Infrastructure Improvements**

Board to consider an ordinance authorizing an engineering services agreement with Baxter & Woodman for Phase 3 construction engineering services for the watermain portion of the Washington and Traube Infrastructure Improvements Project.

Background of Subject Matter

Request to approve the sum of \$215,800 for Phase 3 construction engineering services for the watermain portion of the Washington and Traube Infrastructure Improvements project.

Additional Background

This agreement will include construction administration, field inspection and documentation of the watermain portion of this project, as well as coordination with the storm sewer and roadway phases of the project.

Recommendation

Approve

Type Ordinance

Budgeted Yes

e. **Engineering Services Agreement - Phase 3 Construction Engineering (storm sewer and roadway) for Washington and Traube Infrastructure Improvements**

Board to consider an ordinance authorizing an engineering services agreement with Primera Engineers LTD for Phase 3 construction engineering services for the storm sewer and roadway portions of the Washington and Traube Infrastructure Improvements Project.

Background of Subject Matter

Request to approve the sum of \$275,915.00 for Phase 3 construction

engineering services for the storm sewer and roadway portions of the Washington and Traube Infrastructure Improvements project.

Additional Background

This agreement will include construction administration, field inspection and documentation of the storm sewer and roadway portions of this project, as well as the coordination with the watermain phase of the project.

Recommendation

Approve

Type Ordinance

Budgeted Yes

f. **Engineering Agreement - Phase 2 Engineering for the Oakmont Outfall Improvements**

Engineering Agreement - Phase 2 Engineering for the Oakmont Outfall Improvements

Board to consider an ordinance authorizing an engineering agreement with WBK Engineering for Phase 2 design engineering for the Oakmont Outfall Improvements project.

Background of Subject Matter

The Village Board approved Phase 1 investigation and concept/preliminary engineering for this project at the November 3, 2022 Village Board meeting.

The purpose of the Phase 1 investigation was to examine alternatives for the Oakmont outfall that would relocate the discharge point to the east of the existing detention area. On May 30, 2024, the Village Board approved the award of RFQ 24-001, Stormwater Management Engineering Services, which designated a shortlist of engineering firms to provide engineering services for stormwater projects for a five-year term.

Additional Background

Request to approve the sum of \$97,597.89 for Phase 2 design engineering for the development of construction documents and associated permitting for the Oakmont Outfall Improvements project.

Recommendation

Approve

Type Ordinance

Budgeted Yes

g. **Award of Bid Proposal - Quincy Streetscape Phase 2**

Board to consider an ordinance awarding the bid proposal from Landmark

Contractors, Inc. for the Quincy Streetscape Phase 2 Project and authorizing a contract consistent with the accepted bid documents.

Background of Subject Matter

The Village accepted bids from three contractors for the Quincy Streetscape Phase 2 project. The lowest bid was from Landmark Contractors, Inc. with a bid of \$752,991.15, which is 12.1% below the engineer's estimate of \$857,203.00. Staff checked the references for this contractor and they were satisfactory.

Additional Background

This project will consist of a stairway, railing, snowmelt system and ADA accessibility improvements to the front of Village Hall, ADA parking in front of Village Hall, mid-block curb ramps in the first phase of the Quincy Streetscape as well as concrete sidewalk, brick pavers, trees and landscaping.

Recommendation

Staff recommends awarding the bid to Landmark Contractors, Inc. for an amount not to exceed \$752,991.15.

Type Ordinance

Budgeted Yes

h. **Software Agreement with Dacra Tech**

Board to consider an ordinance approving a three-year agreement with Dacra Tech for ticketing/adjudication software.

Background of Subject Matter

The police department is modernizing our parking ticket system to consolidate what is now done in 3 different programs. We believe this can provide a more streamlined process for staff and provide more online options for those who receive tickets. This will also include an update in the language included with our ticket notices and any parking tickets requiring a hearing will be done through local adjudication rather than the County court system.

Additional Background

The estimated costs are \$25,700 including setup and first year costs in 2025 and then \$30,000 per year for the next two years. This does exceed the previous budgeted estimate of \$20,000 per year which was set based on an initial quote that did not include a key component of the service.

Recommendation

Type Agreement/Contract

Budgeted

i. **Special Counsel Appointment**

Board to consider an ordinance confirming the Mayor's re-appointment of attorney Justin Beyer and his new law firm, Saul Ewing LLP, as outside special counsel to the Village for pending litigation.

Background of Subject Matter

Attorney Beyer has successfully represented the Village as special counsel for pending litigation since 2024. He has joined a new law firm, and therefore he and his new law firm must be re-appointed as special counsel.

Special counsel to the Village is appointed by the Mayor, subject to confirmation by the Village Board.

Recommendation: Approve

Type Ordinance

Budgeted Yes

10. MISCELLANEOUS

11. EXECUTIVE SESSION

This Board may adjourn to closed session to discuss matters so permitted and may act upon such matters upon returning to open session.

12. ADJOURN

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 4:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting. Listen Everywhere, an assistive listening, mobile app, is now available to visitors attending Board and Commission Meetings held in the Village Hall Board Room.

<https://westmont.illinois.gov/581/ADA-Listen-Everywhere>



Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, March 20, 2025.

Mayor Gunter called the meeting to order at **6:05 P.M.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk A. Szymiski P

TRUSTEES: Barker P Liddle P
Barry P Nero P
Guzzo P Scales P

STAFF:

May <u>P</u> (Village Manager)	Parker <u>P</u> (Assistant Manager)	Hennerfeind <u>P</u> (CDD Director)
Brainerd <u>P</u> (H.R. Director)	McIntyre <u>P</u> (Communications)	Liljeberg <u>P</u> (I.T.)
Chief Gunther <u>A</u> (Police Dept.)	D.C. Thompson <u>P</u> (Police Department)	Altic <u>P</u> (Finance Director)
Chief Riley <u>A</u> (Fire Dept.)	D.C. Fitzgerald <u>A</u> (Fire Department)	Mielcarski <u>P</u> (Gov't Services)
Berkowitz <u>A</u> (Fire Prevention Director)	D.C. Frank <u>P</u> (Deputy Fire Chief)	Ries <u>P</u> (Public Works Director)

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

CHAMBER OF COMMERCE: Forssberg - A Harding - A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor welcomed everyone to the meeting.

OPEN FORUM:

- No open forum requests

VOTING KEY: **A=ABSENT** **AB=ABSTAIN** **N=NO** **W=Withdrawn**
 P=PRESENT **Y=YES** **R=RECUSE**

Note: *The items listed in these minutes are summaries only and are not meant to be a direct transcript of the Mayor's, Manager's, Clerk's and Trustees' comments. For actual quotes of the referenced items please refer to the Archival video copy of this meeting.*

VOTING SUMMARY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARRY	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE NERO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>

REPORTS

Mayor Gunter

- Gave an update on our sister city. Our Economic Development Director Larry Forssberg and Police Chief Jim Gunther are currently in Taiwan as guests of the Taiwanese Government to attend the Smart Cities Conference as well as be part of numerous Sister City programs. We look forward to getting a report from them regarding their trip.
- Encouraged everyone to go out and vote.

Village Clerk Szymski

- In person early voting has begun for the April 1st Consolidated Election. More information can be found on both the Village of Westmont and the DuPage County website. In Westmont, early voting is at the Westmont Library.
- Village offices will be closed April 18th and May 26, 2025.

Trustee Nero

- The next Public Works Committee meeting will be June 26th.
- Recapped the Public Works Committee meeting:
 - Talked about sharing fleet services with neighboring communities.
 - Signage for civic organizations was discussed for non-profit entities.
 - Employee of the year for Public Works is Mike Bueser.
 - Service Award was given to Frank Kulas, Jr. for 25 years of service.
 - Annual Report was given
- Residents can sign up for the tree seedling giveaways. You can select which seedling you want then pick it up on Arbor Day, April 25th, from 1pm - 5pm at the Library.
- Online sign up has begun for Adopt-a-Planter and that information is available on our website.
- A construction update for projects going on in the Village is on our website. There is a lot of good information on the website.

- Lincoln & 41st water main extension project is scheduled to begin on Monday.
- Congratulations to the Junior H.S. on their Pizza Wars Fundraiser.

Trustee Barry

- The next Police Public Safety Committee meeting will be June 12th.
- April 19 - The Police Department has a paper shred event and the proceeds go to support the Special Olympics. This event will be on April 19, 2025 from 9am - 12pm. More information is on the website.
- April 26 - Drug Takeback Day is April 26th from 10am - 2pm at the Westmont Mariano's and the Westmont Police Department.
- May 16 - Cop on a rooftop fundraiser will be May 16th. The proceeds will go to support Illinois Special Olympics at both Dunkin' Donuts locations in town.

Trustee Scales

- The next Community Development Committee meeting will be April 17, 2025.
- The April 9th Planning and Zoning Commission meeting has been cancelled.
- There is a special meeting for the Planning and Zoning Commission that will take place either on April 16th or potentially April 23rd.
 - The zoning ordinance updates will be discussed.

Trustee Guzzo

- There will be a Special Fire Public Safety Committee meeting on Thursday, March 27 at Village Hall to discuss options for a new Fire Station.
- The Knights of Columbus is holding their Lenton Fish Fry every Friday from 5pm - 8pm at 25 N. Cass Ave.

Trustee Barker

- The next Environmental Improvement Committee meeting will be April 7th at the Westmont Public Library.
- The next Electronics Recycling & More event will be April 5th in the commuter parking lot. More information can be found on the Village website.
- There will be a guest speaker on April 7th at the Environmental Improvement Committee. The topic will be native plants. Then on May 5th the presentation will be about solar power.
- Announced the Protect our Pollinators Program, which was formally known as "No Mow til' Mother's Day". This program encourages residents to consider planting native plants on their private property so as to provide additional habitat for pollinators. Sign up is on the village website.

Trustee Liddle

- The next Administration Finance Committee meeting will be April 3rd, 4:30pm, at Village Hall.
- Businesses are invited to sign up to have their windows painted by a local artist for the spring. If anyone is interested visit westmontevents.com for more information.
- The Community News Magazine has gone out to residents and is being delivered to the community. A digital copy is also posted on the Village website.

- Gave condolences to the Alonzo Family. Sam Alonzo passed away last weekend. He was active in the community as a business person, member of the Chamber, and was extremely involved with Westmont Special Events serving as president for 4 years. He is the person who is credited with bringing Casket Races to Westmont. We will miss him greatly.

PUBLIC HEARING

A public hearing for the 1/1/2025 - 12/31/2025 Appropriations Ordinance for the Village of Westmont.

- Finance Director Allen Altic addressed the Village Board and gave information about the public hearing. Due to the transition of moving from a fiscal year to a calendar year, we needed to go through this process.
- Mayor Gunter opened the public hearing at 6:14pm.
- There was no one in the audience that wanted to address the Village Board regarding the public hearing.
- The public hearing was closed at 6:15pm.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Manage May addressed the Board on this agenda item.

Motion by **Trustee Liddle** to approve the consent agenda.

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **March 6, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 6 **\$ 1,593,835.52**

(C) PURCHASE ORDERS:

Tyler Technologies	\$ 34,728.75
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(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE #6: **\$ 1,628,564.27**

(E) JANUARY 2025 MONTHLY TREASURER'S REPORT

(F) 2025 RESOLUTION SUPPORTING THE MAYOR'S MONARCH PLEDGE

Board to accept a resolution to support the Mayor's Monarch Pledge.

Seconded by **Trustee Scales** and the motion passed.

VOTE ON MOTION #1

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales

Nays: None

Absent: None

UNFINISHED BUSINESS

NEW BUSINESS

(2) MAYOR'S PLANNING & ZONING COMMISSIONER APPOINTMENT

Mayor Gunter and Conor Donoghue addressed the Village on this Board item.

Motion by **Trustee Nero** to consider a motion confirming the Mayor's appointment of Conor Donoghue to fill the open Planning & Zoning Commissioner position.

Seconded by **Trustee Scales** and the motion passed.

VOTE ON MOTION #2

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales

Nays: None

Absent: None

(3) APPROPRIATION ORDINANCE FOR THE VILLAGE'S FISCAL YEAR 1/1/2025 - 12/31/2025

Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance adopting the 1/1/2025 - 12/31/2025 Fiscal Year Appropriation Ordinance.

Seconded by **Trustee Barker** and the motion passed.

VOTE ON MOTION #3

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales

Nays: None

Absent: None

(4) AWARD OF BID PROPOSAL - WASHINGTON AND TRAUBE INFRASTRUCTURE IMPROVEMENTS

Public Works Director Ries addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance awarding the bid to Performance Construction & Engineering LLC for the Washington and Traube Infrastructure Improvements project in the amount of \$6,568,713.00 and authorizing a construction contract consistent with the bid documents.

Seconded by **Trustee Guzzo** and the motion passed.

VOTE ON MOTION #4

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales

Nays: None

Absent: None

(5) NON-HOME RULE MUNICIPAL OCCUPATIONAL TAX AND A NON-HOME RULE MUNICIPAL SERVICE TAX

Public Works Director Ries addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance imposing an additional Non-Home Rule Municipal Occupational Tax and a Non-Home Rule Municipal Service Tax.

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #5

Ayes: Barker, Guzzo, Liddle, Nero, Scales

Nays: Barry

Absent: None

(6) REAPPROVAL OF AMENDED TREE REGULATIONS

Village Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Barry** to consider an ordinance reapproving comprehensive text amendments to Chapter 80 and Chapter 86 of the Westmont Code of Ordinances regarding trees and landscaping.

Seconded by **Trustee Nero** and the motion passed.

VOTE ON MOTION #6

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales

Nays: None

Absent: None

MISCELLANEOUS

- Nothing for miscellaneous

(7) ADJOURNMENT

Motion by **Trustee Nero** to adjourn the regular meeting.

Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #7

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales

Nays: None

Absent: None

MEETING ADJOURNED AT 6:36 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 3rd day of April, 2025



Village of Westmont

Purchase Order

PO Date: 2025-03-26

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

25202667

Vendor:

MainStreet Designs, Inc.
860 Downs Road
Champlin, MN 55316

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101572	763-433-9120					
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Holiday Decorations		1.0	EACH	\$34,553.00	\$34,553.00
	Holiday Decorations					
	GL Account: 0550512 - 58049 - 21&I \$34,553.00					
	Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559					

By: Spencer Parker
Authorized Signature

PO Total **\$34,553.00**

*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



Village of Westmont

Purchase Order

PO Date: 2025-03-16

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

25202615

Vendor:

CURRIE MOTORS
9423 W. LINCOLN HWY
FRANKFORT, IL 60423
Fax: 815-469-9700

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100409	815-464-9200	815-469-9700				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	2025 Ford Super Duty F-450 -replace #122		1.0	EACH	\$62,966.00	\$62,966.00
	2025 Ford Super Duty F-450 -replace #122					
	GL Account: 2552525 - 57096 - 1GOV \$62,966.00					
	Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559					

By: Spencer Parks
Authorized Signature

PO Total **\$62,966.00**

*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



Village of Westmont

Purchase Order

PO Date: 2025-03-16

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

25202614

Vendor:

CURRIE MOTORS
9423 W. LINCOLN HWY
FRANKFORT, IL 60423
Fax: 815-469-9700

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100409	815-464-9200	815-469-9700				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	2025 Ford Super Duty F-450 - build out 2025 Ford Super Duty F-450 - build out(replace #122) GL Account: 2552525 - 57096 - 1GOV Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559		1.0	EACH	\$86,458.00	\$86,458.00

By: Spencer Parks
Authorized Signature

PO Total **\$86,458.00**

*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



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**P25_____, Village of Westmont
Proclamation-National Library Week**



**Drawn to the Library!
April 6-12, 2025**

WHEREAS, libraries are so much more than just books, we celebrate the different ways and purposes that the library is used for; and,

WHEREAS, libraries are at the heart of cities, towns, and schools; the cornerstone of democracy; and,

WHEREAS, Millions of people across the country visit their libraries every week. What's the draw? Everything!; and,

WHEREAS, libraries are a place to connect with others, learn new skills, explore ideas, and be empowered, and,

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, with free access to information and by offering services and educational resources that transform lives and strengthen communities; and,

WHEREAS, Westmont celebrates our library and the librarians that advocate for, celebrate, and defend literacy with our rights to read; and,

NOW, THEREFORE, be it resolved that I, Ronald J. Gunter, Mayor of Westmont, do hereby proclaim in the Village of Westmont, National Library Week, April 6-12, 2025. I encourage all residents to visit the Westmont Public Library and explore the services and collections that are offered.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 3rd day of April 2025.

Ayes: _____ Nays: _____ Absent: _____

Approve: _____
Ron Gunter, Mayor

Attest: _____
Amanda Szymiski, Village Clerk



**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

villageboard@westmont.il.gov
westmont.illinois.gov | 630-981-6200

P25 _____, Village of Westmont



NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

April 13 thru 19, 2025

WHEREAS, the Addison Public Safety Telecommunicators of the Addison Consolidated Dispatch Center are one of our greatest Public Safety resources; and,

WHEREAS, emergencies occur at anytime that require public safety services, ACDC is there to assist our residents and Public Safety personnel; and,

WHEREAS, Westmont appreciates the dedication and celebrates the service and commitment of Addison Telecommunicators; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, our public safety personnel depends upon the quality and accuracy of information obtained from citizens who phone the Addison Consolidated Dispatch Center; and,

WHEREAS, the Addison Consolidated Dispatchers are a vital link for our police officers and firefighters by providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Addison Consolidated Dispatch Center service the Village of Westmont by being the helpful first contact; and

WHEREAS, each dispatcher is a professional that shows our residents compassion during the performance of their job day in and day out; and

NOW THEREFORE be it resolved, I Ronald J. Gunter, by virtue of the authority vested in me as Mayor of the Village of Westmont, Illinois, do hereby proclaim the week of April 13-19, 2025 as **National Public Safety Telecommunicators Week** in honor of the men and women that work tirelessly to keep our citizens safe.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 3rd day of April, 2025.

Ayes: _____ Nays: _____ Absent: _____

Approve: _____
Ron Gunter, Mayor

Attest: _____
Amanda Szymiski, Village Clerk

ORDINANCE NO. 25-____
AN ORDINANCE AMENDING THE CLASS 19 LIQUOR LICENSE
CLASSIFICATION CONTAINED IN CHAPTER 10, SECTION 10-36
OF THE WESTMONT CODE OF ORDINANCES

WHEREAS, the Village of Westmont is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Village Liquor Commissioner seeks an amendment to the Class 19 liquor license classification contained in Chapter 10 “Alcoholic Beverages”, Section 10-36 “Classification of licenses”, of the Westmont Code of Ordinances to broaden the scope of said liquor license classification as set forth herein; and

WHEREAS, the Village of Westmont Board of Trustees desires to approve said amendment, finding the amendment to be in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, as follows:

Section 1: The above-stated recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2: Chapter 10 “Alcoholic Beverages”, Section 10-36 “Classification of licenses” of the Westmont Code of Ordinances is hereby amended to amend the Class 10 liquor license class as follows (amendments are indicated by underlined and **shaded** text; deletions are indicated by ~~strikeouts~~):

Sec. 10-36. - Classification of licenses.

Liquor licenses to be issued under this chapter shall be divided into the following classes:

(19) Class 19, which shall authorize the retail sale of alcoholic liquor for consumption on the licensed premises where the major and primary business is that of a performing arts venue, defined as a facility within the B-1 **and the B2** Central Business District allowed as a special use under the zoning ordinance, regularly used for conducting theatrical, musical or live performances or events (excluding motion picture/movie houses as a primary use) with a maximum seating capacity of 300 persons, subject to the following conditions:

- a. Sales of alcoholic beverages shall be limited to contracted venue rentals and venue production/box office events.
- b. Alcoholic beverage sales shall not be allowed during performances where the performer or the majority of the group performing are under 21 years of age, or for performances that are primarily oriented for minors under the age of 21.

- c. No alcoholic liquor shall be served at a single contracted theater rental for more than six consecutive hours.
- d. Alcoholic liquor may be served during performing arts production/box office events, and one hour prior to the event, during intermission not exceeding two consecutive hours and for no more than one hour after an event.
- e. Alcoholic liquor may be served at the performing arts venue during non-performance times when the venue is rented out for a meeting or event permitted by the zoning ordinance, and in such case alcoholic liquor may be served only to the persons attending the meeting or event

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 3rd day of April, 2025.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymiski, Village Clerk

March 19, 2025

Ms. Amy Ries, PE
Director of Public Works
Village of Westmont
155 E. Burlington Avenue
Westmont, IL 60559

Subject: Village of Westmont – Proposal for Washington and Traube - Water Main Improvements – Construction Services

Dear Ms. Ries, PE:

The Washington and Traube Infrastructure Improvements project includes approximately 5,500 feet of water main, 3,500 feet of storm sewer, and approximately 0.5 lane miles of roadway improvements. Baxter & Woodman, Inc. is pleased to submit this Proposal for the construction services for the water main improvements of subject project along Washington Street from Ogden Avenue to Naperville Road and Traube Avenue from Roslyn Road to CE Miller Elementary School. The work will also include assisting Primera Engineers, Ltd. on an as needed basis for stormwater and roadway improvements.

The following outlines our scope of services and engineering fee:

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
 - B. Attend and prepare minutes for the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Attend periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques,

sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Review construction record drawings for completeness prior to submission to CADD.
- D. Prepare construction contract change orders and work directives when authorized by the Owner.
- E. Review the Contractor's requests for payments as construction work progresses and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.

4. FIELD OBSERVATION – Full Time

- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site for all water main related construction items on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer 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 any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Assist Primera Engineers, Ltd. with the review the Contractor's written guarantees and issuance of a Notice of Acceptability for the Project by the Owner.
- C. Assist Primera Engineers, Ltd. with the review of the Contractor's requests for final payment and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

6. It is our understanding that the following services will be provided by Primera Engineering with assistance, as needed, from Baxter & Woodman:

- A. Shop drawing and submittal review (Item 3.B) for Storm Sewer and Roadway related work.
- B. Change Orders and Work Directives (Item 3.D) for Storm Sewer and Roadway related work.
- C. Review of the Contractor's requests for payment (Item 3.E) for Storm Sewer and Roadway related work.
- D. Prepare a written response by Engineer to request for information (Item 3.F) for Storm Sewer and Roadway related work.
- E. Field Observation – Full Time (Item 4) for Storm Sewer and Roadway related work.
- F. Provide the services of a materials testing company, as a subconsultant, to perform proportioning and testing of the Portland cement concrete and bituminous mixtures in accordance with the IDOT's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor.
- G. Provide a written punch list (Item 5.A) for Storm Sewer and Roadway related work.
- H. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- I. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- J. Prepare construction record drawings (Item 5.D) for Storm Sewer and Roadway Related Work.

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$215,800**. This fee includes the scope items associated with the water main replacement. A separate proposal will be submitted by Primera Engineers, Ltd. for the stormwater and roadway improvements.

This proposal is valid for 90 days from the date issued.

Schedule

Notice to Proceed	April 2025
Construction Start	April 2025
Water Main Completion	September 2025
Roadway Completion	November 2025

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Reggie Jansen at 815-444-3391 or rjansen@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Craig D. Mitchell, PE
Vice President

Village of Westmont

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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Construction\2400177.01_Proposal_Washington&TraubeWaterMainImprovements_CS.docx

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor 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 any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



March 18, 2025

Ms. Amy Ries, P.E.
Village of Westmont
aries@westmont.il.gov

Re: **Village of Westmont – Traube and Washington Construction Project
Proposal for Phase III Engineering Services**

Dear Ms. Ries:

Primera Engineers (Primera) is pleased to provide this proposal for professional civil engineering services to the Village of Westmont for the Traube and Washington Construction Project in the Village of Westmont.

We have developed this proposal based on the Scope of Services derived from discussions with the Village of Westmont, the Primera Design Team, and the Baxter & Woodman Design and Construction Team. As part of our construction engineering, we will be using Chicago Testing Laboratory (CTL) for material inspection. They will be sub-consultants to Primera Engineers and their fees are included in this proposal.

We are pleased to present our experience and qualifications to provide professional services to the Village of Westmont. Our construction team has recent experience working with the Village on similar projects and has the expertise to complete the project on schedule and budget.

An Experienced Construction Team. Returning to Westmont this year will be our Project Manager, Mary Ellen Mack, and our Resident Engineer, Austin Nault. Mary Ellen will apply her 30+ years of experience in municipal transportation engineering projects. Austin Nault will bring his experience in the Village of Westmont overseeing the Quincy Streetscape and the 2022 MFT resurfacing project. Together they understand the needs for this project as well as your expectations, processes, and procedures. We are confident that their knowledge and experience will allow our team to meet—if not exceed—your expectations for this project.

A Loyal Partner to the Village of Westmont. As a loyal partner, we will continue to look out for your best interest, reduce your risk, and deliver excellent value. Our longstanding history of successful projects is your assurance that we can efficiently continue to help you make the right decisions. Because of this partnership, we embrace your goals, processes, and expectations.

A Schedule and Budget Conscious Team. We understand the importance of staying on schedule and within budget for any project, but especially roadway and transportation projects that impact residents, commuters, and local businesses. Because schedule and budget are closely tied, if a project is off schedule, it is likely to be off budget as well. Our team is committed to monitoring this project schedule closely to anticipate where issues may arise and develop plans to mitigate those issues proactively. We will apply approaches that have proven to be successful for our clients to keep this project on schedule and within budget.

650 Warrenville Road
Lisle, Illinois 60532
P 630/324.5100 | C 630/885.9385

We will be working together with Baxter & Woodman's construction team as they oversee the watermain work and Primera oversees the storm sewer and roadway resurfacing. The proposed scope of services includes the following:

Task One: Pre-Construction Phase

During this task Baxter & Woodman will initiate the award documents and lead the preconstruction meeting. Primera Engineers will provide the necessary support to Baxter & Woodman and provide the following to kick off a successful project.

- 1) **Communication** – Before construction, Primera will coordinate and communicate with the Village of Westmont, the sub-consultants and other project stakeholders, such as the CE Miller Elementary School, the Westmont Police and Fire Station, the library, residents, and utilities.
- 2) **Public Involvement/Communication** - The project is located in residential areas and will require coordination with the residents. Primera is capable of leading efforts to produce and distribute flyers and will plan on meeting with any concerned residents or owners.
- 3) **Meetings** - The anticipated meetings that are part of this task include:
 - Pre-Construction Meeting – to be held between the Village of Westmont, the Contractor, and the Primera Team.
 - Monthly Client Meetings – to be held between Primera Engineers and the Village of Westmont. Sub-consultants make be asked to attend certain meetings depending on the anticipated discussion.
- 4) **Project Set Up** – Primera has provided construction engineering on multiple municipal projects. This experience has allowed us to develop standard procedures to begin the project properly. Primera will document the existing conditions and set up the project documents.

Task Two: Phase III Construction Engineering Services

During this task Primera Engineers will provide full-time construction engineering services for the storm sewer and roadway portions of this project. As part of this task, we will provide the following:

- 1) **Project Coordination** – Providing excellent communications in the field will be of the utmost importance in making the project a success. This will be essential as we aim to ensure traffic and pedestrian safety, dust control, construction staging and keeping noise levels to a minimum with all be critical items. Developing and following through with consistent and timely communication between the Village, stakeholders, the contractors, and utility agencies will foster timely completion on schedule and within budget. Primera also makes a practice of scheduling joint utility meetings on site after all utilities have been marked. All pertinent utility agencies will be invited in order to establish the proper contacts and to understand the nature and potential impact of each utility. Establishing the proper contacts has often prevented delays in the schedule when adjustments or conflicts were encountered during construction.
- 2) **Construction Inspection** – Primera will provide on-site observations of the work in progress and field checks of material certification through an experienced Resident Engineer. Primera also has

extensive experience with IDOT documentation and coordination. Based on the contract specifications, the completion date will be 10/31/2025. Primera's construction engineering services are proposed for 36 weeks (2 weeks for Pre-Construction activities, 30 weeks of Construction Inspection and 4 weeks for Post Construction Close-out.) Additional engineering time required beyond this will be considered an additional service to this proposal.

- 3) **Documentation** - Primera understands the importance of this project's need to be completed on schedule and the need to keep documentation current, on a daily basis, to enable the project to be closed out quickly in the end. Primera will inspect, document, and approve the contract items. Primera will verify that as-built details are accurate and maintained in accordance with the Village and IDOT's requirements.
- 4) **Project Management** - In addition to key communications, our team leaders are constantly evaluating the project budget and schedule to keep close tabs on quantities, aggressively manage the change order process and monitor the overall progress toward meeting the schedule. We proactively offer schedule and budget remediation solutions in an effort to meet the project goals.

Task Three: Post Construction

During the Post Construction Phase of the project, Primera Engineers will work together with the Village of Westmont to finalize the project.

- 1) **Punchlist and Final Inspection** – Primera will work with the contractors to provide a complete project with minimal punch list items. At the end of the project, and with the insight from the Village, a final punch list will be developed. Once complete, a final inspection of the contract work will be performed to verify contract compliance.
- 2) **Agreement to Final Quantities** – Primera will work with the contractors to agree to quantities at each pay estimate and will obtain final agreement once all work is completed.
- 3) **Final Records** – Primera will prepare and maintain final documentation, material inspections, and project records.

Schedule

Primera is available to begin work immediately upon receipt of written Notice to Proceed. Primera anticipates the following project schedule:

1. Pre-Construction Activities: 4/7/2025 to 4/20/2025
2. Construction Engineering: 4/21/2025 to 10/31/2025
3. Post Construction Close-out: 11/1/2025 to 11/28/2025

Compensation

Primera will be compensated on a Lump Sum basis. Primera Engineers will submit an invoice to the Village of Westmont monthly. This fee is derived from hours estimated in each task as well as direct vehicle costs. Primera will provide the described scope of work and services for: **\$276,915.00.**

The services from our subconsultant, Chicago Testing Laboratory, are included. Their services will be included in Primera's monthly invoices and Primera will reimburse them accordingly.

Task 1 – Pre-Construction Activities	\$ 10,040.00
Task 2 – Construction Inspection	\$ 209,840.00
Task 3 – Post-Construction Close-out	\$ 20,080.00
Task 4 - Subconsultant Materials Testing	\$ 10,000.00
Task 5 – Project Management and Administration	\$ 9,080.00
Task 6 – Direct Costs (Vehicle Days)	\$ 17,875.00

Total Professional Fees (including expenses)	\$ 276,915.00
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We appreciate the opportunity to be of service to you on this project. We will honor the terms outlined in this proposal for a period of 30 days from the date of the proposal; after this time, we reserve the right to revisit terms herein. Should you have any questions or comments on this proposal, please do not hesitate to contact Mary Ellen Mack at 773-682-7994 or myself at 312-242-6414.

Sincerely,

PRIMERA ENGINEERS, Ltd.

Stacie Dovalovsky, P.E.
Vice-President/Transportation Division Manager

Quincy Streetscape Phase 2
Bid Opening 3/20/2025 10:00am
Bid Tabulation

Item Number	Items	Unit	Quantity	Engineer's Estimate \$857,203.00		Landmark \$752,991.15		Alliance \$890,621.20		R.W. Dunteman \$1,032,499.00	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
20101000	TEMPORARY FENCE	FOOT	300	\$20.00	\$6,000.00	\$8.25	\$2,475.00	\$6.00	\$1,800.00	\$7.50	\$2,250.00
20101100	TREE TRUNK PROTECTION	EACH	10	\$150.00	\$1,500.00	\$236.75	\$2,367.50	\$195.00	\$1,950.00	\$245.00	\$2,450.00
20200100	EARTH EXCAVATION	CU YD	100	\$150.00	\$15,000.00	\$92.80	\$9,280.00	\$40.00	\$4,000.00	\$174.00	\$17,400.00
20400800	FURNISHED EXCAVATION	CU YD	150.00	\$100.00	\$15,000.00	\$132.25	\$19,837.50	\$1.00	\$150.00	\$138.00	\$20,700.00
20800150	TRENCH BACKFILL	CU YD	50	\$120.00	\$6,000.00	\$95.65	\$4,782.50	\$75.00	\$3,750.00	\$29.00	\$1,450.00
25200110	SODDING, SALT TOLERANT	SQ YD	12	\$200.00	\$2,400.00	\$25.00	\$300.00	\$250.00	\$3,000.00	\$314.00	\$3,768.00
28000510	INLET FILTERS	EACH	7	\$250.00	\$1,750.00	\$270.00	\$1,890.00	\$50.00	\$350.00	\$250.00	\$1,750.00
31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	268	\$11.00	\$2,948.00	\$13.85	\$3,711.80	\$9.00	\$2,412.00	\$29.00	\$7,772.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	183	\$10.00	\$1,830.00	\$13.85	\$2,534.55	\$9.00	\$1,647.00	\$32.00	\$5,856.00
35501316	HOT-MIX ASPHALT BASE COURSE, 8"	SQ YD	183	\$100.00	\$18,300.00	\$92.00	\$16,836.00	\$92.00	\$16,836.00	\$105.00	\$19,215.00
40602985	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N70	TON	23	\$150.00	\$3,450.00	\$203.50	\$4,680.50	\$203.50	\$4,680.50	\$400.00	\$9,200.00
40604062	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	14	\$200.00	\$2,800.00	\$209.50	\$2,933.00	\$209.50	\$2,933.00	\$450.00	\$6,300.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3465	\$20.00	\$69,300.00	\$14.75	\$51,108.75	\$11.00	\$38,115.00	\$14.50	\$50,242.50
42400800	DETECTABLE WARNINGS	SQ FT	116	\$35.00	\$4,060.00	\$48.00	\$5,568.00	\$40.00	\$4,640.00	\$50.00	\$5,800.00
44000100	PAVEMENT REMOVAL	SQ YD	58	\$50.00	\$2,900.00	\$32.50	\$1,885.00	\$40.00	\$2,320.00	\$110.00	\$6,380.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	140	\$25.00	\$3,500.00	\$28.10	\$3,934.00	\$40.00	\$5,600.00	\$32.00	\$4,480.00
44000600	SIDEWALK REMOVAL	SQ FT	1548	\$8.00	\$12,384.00	\$2.55	\$3,947.40	\$4.00	\$6,192.00	\$4.00	\$6,192.00
56400400	FIRE HYDRANTS TO BE RELOCATED	EACH	1	\$12,000.00	\$12,000.00	\$6,500.00	\$6,500.00	\$22,000.00	\$22,000.00	\$26,500.00	\$26,500.00
60600605	CONCRETE CRUB, TYPE B	FOOT	12	\$65.00	\$780.00	\$72.10	\$865.20	\$70.00	\$840.00	\$217.00	\$2,604.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	140	\$60.00	\$8,400.00	\$68.90	\$9,646.00	\$76.50	\$10,710.00	\$70.00	\$9,800.00
61000050	CONCRETE THRUST BLOCKS	EACH	1	\$1,500.00	\$1,500.00	\$720.00	\$720.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
67100100	MOBILIZATION	L SUM	1	\$65,000.00	\$65,000.00	\$51,000.00	\$51,000.00	\$174,311.00	\$174,311.00	\$62,120.00	\$62,120.00
72400205	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	4	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$315.00	\$1,260.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	18	\$10.00	\$180.00	\$45.00	\$810.00	\$7.40	\$133.20	\$17.50	\$315.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	563	\$10.00	\$5,630.00	\$1.15	\$647.45	\$10.00	\$5,630.00	\$3.50	\$1,970.50
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	40	\$12.00	\$480.00	\$5.20	\$208.00	\$10.00	\$400.00	\$5.00	\$200.00
78300202	PAVEMENT MARKING - WATER BLASTING	SQ FT	72	\$85.00	\$6,120.00	\$39.00	\$2,808.00	\$65.00	\$4,680.00	\$50.00	\$3,600.00
81200270	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA., PVC	FOOT	50	\$120.00	\$6,000.00	\$27.30	\$1,365.00	\$27.30	\$1,365.00	\$34.00	\$1,700.00
81603010	UNIT DUCT, 600V, 2-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 3/4" DIA. POLYETHYLENE	FOOT	285	\$10.00	\$2,850.00	\$43.10	\$12,283.50	\$43.10	\$12,283.50	\$54.00	\$15,390.00
84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	2	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$2,000.00	\$4,000.00
84200804	REMOVAL OF POLE FOUNDATION	EACH	2	\$500.00	\$1,000.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$2,000.00	\$4,000.00
A2000204	TREE, ACER X FREEMANII MARMO (MARMO FREEMAN MAPLE), 3" CALIPER, BALLED AND BURLAPPED	EACH	2	\$800.00	\$1,600.00	\$950.00	\$1,900.00	\$995.00	\$1,990.00	\$1,250.00	\$2,500.00
C2001120	SHRUB, CEANOTHUS AMERICANUS (NEW JERSEY TEA), CONTAINER GROWN, 3-GALLON	EACH	7	\$80.00	\$560.00	\$80.00	\$560.00	\$85.00	\$595.00	\$105.00	\$735.00
C20038G5	ILEX GLABRA SHAMROCK (SHAMROCK INKBERRY), WELL-DEVELOPED, 5 GALLON	EACH	41	\$100.00	\$4,100.00	\$80.00	\$3,280.00	\$135.00	\$5,535.00	\$170.00	\$6,970.00
C2C058G3	SHURB,RHUS AROMATICA GRO-LOW (GRO-LOW FRAGRANT SUMAC), CONATINER GROWN, 3-GALLON	EACH	15	\$75.00	\$1,125.00	\$80.00	\$1,200.00	\$80.00	\$1,200.00	\$100.00	\$1,500.00
C201C001	SHURB, THUJA OCCIDENTALIS (DANICA), CONTAINER GROWN, 3-GALLON	EACH	12	\$100.00	\$1,200.00	\$80.00	\$960.00	\$140.00	\$1,680.00	\$175.00	\$2,100.00
K0012970	PERENNIAL PLANTS, BULB TYPE	UNIT	119	\$500.00	\$59,500.00	\$5.50	\$654.50	\$15.00	\$1,785.00	\$19.00	\$2,261.00
K0012990	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT	UNIT	119	\$1,000.00	\$119,000.00	\$18.00	\$2,142.00	\$30.00	\$3,570.00	\$37.00	\$4,403.00
K0026850	PERENNIAL PLANT CARE	SQ YD	100	\$50.00	\$5,000.00	\$8.95	\$895.00	\$27.00	\$2,700.00	\$34.00	\$3,400.00
K1001988	IRRIGATION SYSTEM	EACH	1	\$50,000.00	\$50,000.00	\$12,400.00	\$12,400.00	\$11,000.00	\$11,000.00	\$14,000.00	\$14,000.00
K1003680	MULCH	SQ YD	100	\$15.00	\$1,500.00	\$7.95	\$795.00	\$15.00	\$1,500.00	\$19.00	\$1,900.00
X0326862	STRUCTURES TO BE ADJUSTED	EACH	10	\$750.00	\$7,500.00	\$350.00	\$3,500.00	\$500.00	\$5,000.00	\$950.00	\$9,500.00
X0327808	PLANTING SOIL MIX FURNISH AND PLACE, 18"	SQ YD	85	\$120.00	\$10,200.00	\$38.00	\$3,230.00	\$75.00	\$6,375.00	\$94.00	\$7,990.00
X0327989	REMOVE EXISTING BRICK PAVERS	SQ FT	1115	\$10.00	\$11,150.00	\$8.50	\$9,477.50	\$10.00	\$11,150.00	\$9.00	\$10,035.00
X0540000	BRICK PAVERS	SQ FT	606	\$60.00	\$36,360.00	\$20.80	\$12,604.80	\$22.00	\$13,332.00	\$30.00	\$18,180.00

X0696100	PARKING BLOCKS	EACH	3	\$500.00	\$1,500.00	\$475.00	\$1,425.00	\$500.00	\$1,500.00	\$220.00	\$660.00
X1400397	RECEPTACLE OUTLET	EACH	2	\$3,500.00	\$7,000.00	\$1,900.00	\$3,800.00	\$1,888.00	\$3,776.00	\$2,375.00	\$4,750.00
X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	75	\$100.00	\$7,500.00	\$70.50	\$5,287.50	\$1.00	\$75.00	\$110.00	\$8,250.00
X2600031	SIGN PANEL - TYPE 1 (SPECIAL) DOUBLE SIDED	EACH	4	\$80.00	\$320.00	\$525.00	\$2,100.00	\$65.00	\$260.00	\$820.00	\$3,280.00
X4060995	TEMPORARY RAMP (SPECIAL)	SQ YD	10	\$120.00	\$1,200.00	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$180.00	\$1,800.00
X4420486	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	10	\$200.00	\$2,000.00	\$160.00	\$1,600.00	\$81.50	\$815.00	\$520.00	\$5,200.00
X5090850	ORNAMENTAL RAILING	FOOT	72	\$150.00	\$10,800.00	\$198.10	\$14,263.20	\$185.00	\$13,320.00	\$230.00	\$16,560.00
X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	2	\$1,000.00	\$2,000.00	\$1,520.00	\$3,040.00	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00
X6061005	CONCRETE CURB, TYPE B (SPECIAL)	FOOT	107	\$85.00	\$9,095.00	\$126.00	\$13,482.00	\$93.00	\$9,951.00	\$155.00	\$16,585.00
X7010216	TRAFFICE CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$50,000.00	\$50,000.00	\$12,500.00	\$12,500.00	\$65,000.00	\$65,000.00	\$32,000.00	\$32,000.00
X8440120	REMOVE AND RE-ERECT EXISTING LIGHTING UNIT	EACH	1	\$2,000.00	\$2,000.00	\$8,585.00	\$8,585.00	\$8,585.00	\$8,585.00	\$10,800.00	\$10,800.00
XX004951	CONCRETE STAIRS	L SUM	1	\$20,000.00	\$20,000.00	\$26,200.00	\$26,200.00	\$50,500.00	\$50,500.00	\$76,000.00	\$76,000.00
XX006751	STAIR RAILING	FOOT	24	\$250.00	\$6,000.00	\$250.00	\$6,000.00	\$225.00	\$5,400.00	\$280.00	\$6,720.00
XX006834	ELETERICAL CONNECTION TO EXISTING LIGHTING UNIT	EACH	1	\$35,000.00	\$35,000.00	\$1,715.00	\$1,715.00	\$1,715.00	\$1,715.00	\$2,155.00	\$2,155.00
XX008553	RETAINING WALL, SPECIAL	FOOT	73	\$547.00	\$39,931.00	\$1,820.00	\$132,860.00	\$2,160.00	\$157,680.00	\$3,100.00	\$226,300.00
Z0070150	REMOVE AND RELOCATE EXISTING MONUMENT	EACH	1	\$7,000.00	\$7,000.00	\$3,560.00	\$3,560.00	\$14,500.00	\$14,500.00	\$6,600.00	\$6,600.00
ZZ000002	CCDD ALLOWANCE	L SUM	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$1.00	\$1.00	\$25,000.00	\$25,000.00
ZZ000003	ELETRIC SNOWMELT SYSTEM	L SUM	1	\$38,000.00	\$38,000.00	\$202,550.00	\$202,550.00	\$144,103.00	\$144,103.00	\$195,000.00	\$195,000.00

DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated February 21, 2025 (the “**Effective Date**”) by and between **Dacra Adjudication Systems, LLC** d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and **Village of Westmont**, an Illinois municipal corporation (the “**Municipality**”), and together with Dacra collectively, the “**parties**”.

RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 90 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 90 days prior to the expiration of the Term then in effect.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village of Westmont
Attention: Glen Liljeberg
31 W. Quincy Street
Westmont, IL. 60559
Email: gliljeberg@westmont.il.gov

If to Dacra:

Dacra Tech, LLC
Attention: Dave Braner, CEO
450 Devon Avenue, Suite 100
Itasca, IL. 60143
Email: David.Braner@Dacratech.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dacra Adjudication Systems, LLC
a Delaware limited liability company

By: _____

Name: Dave Braner Title:

CEO of Dacra Tech Date:

Village of Westmont
an Illinois municipal corporation

By: _____

Name: Glen Liljeberg

Title: IT Director

Date:

[Signature page to Master Software Licensing Agreement]

EXHIBIT A

MASTER TERMS AND CONDITIONS

A. Limited License Granted

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

B. Third-Party Agreements

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

C. Data

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation data, hearing data, and related data collected, prepared, assembled, and/or used by the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data through its software applications for the sole purpose of providing the Services and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency. Dacra shall not access and/or use the Municipal Data for purposes unrelated to the provision of Services under this Agreement. Dacra shall not grant third party access to the Municipal Data for purposes unrelated to the Services and/or unrelated to the maximization of the features of Dacra’s software used to provide the Services. Dacra shall not otherwise sell or provide the Municipal Data to third parties. Except for the limited grant and license provided to Dacra pursuant to this Section, Dacra does not acquire any other rights or ownership, express or implied, to the Municipal Data. Dacra agrees that all Municipal Data is considered confidential, and Dacra agrees to treat the Municipal Data in the same manner that it treats its own confidential data, and Dacra agrees to ensure that any authorized third parties with access to the Municipal Data agree to the confidentiality requirements and other requirements of this Section. Dacra shall not use the name or logo of the Municipality for its advertising or promotional purposes, except as set forth in Section K(ix) of this Agreement.

D. Dacra’s Intellectual Property

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or

similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

E. Dacra’s Intellectual Property Warranty and Indemnification Obligations.

Dacra represents and warrants that it owns all right and title to its software applications and products used to provide the Services under this Agreement, and its software applications and products do not infringe on the intellectual property rights of any third party.

Dacra shall defend, indemnify and hold the Municipality harmless at Dacra’s expense in any suit, claim or proceeding brought against the Municipality by a third party alleging that the Municipality’s authorized use of Dacra’s software applications related to the Services directly infringes a United States patent, copyright, trademark, trade secret, or other third-party proprietary right, provided that Dacra is (i) promptly notified, (ii) given reasonable assistance by the Municipality at Dacra’s expense, and (iii) permitted to retain legal counsel of Dacra’s choice and to direct the defense. Dacra also agrees to pay any damages and costs awarded against the Municipality by final judgment of a court of last resort in any such suit or any agreed settlement amount on account of any such alleged infringement, but Dacra will have no liability for settlements or costs incurred without its consent. Should the Municipality’s use of any of Dacra’s software applications and/or Services be enjoined, or in the event that Dacra desires to minimize its liability hereunder, Dacra may, at its option and expense, and within sixty (60) days of its receipt of a notice of infringement, (a) substitute fully equivalent non-infringing software applications and/or Services for the infringing item; (b) modify the infringing item so that it no longer infringes but remains substantially equivalent; or (c) obtain for the Municipality the right to continue use of such item. If none of the foregoing is feasible, Dacra may terminate this Agreement and refund to the Municipality the Fees paid by it under this Agreement and pay to the Municipality any increase in costs to the Municipality to obtain replacement services. Additionally, upon the Municipality’s receipt or Dacra’s receipt of a notice of infringement pursuant to this Section, the Municipality reserves the right to terminate this Agreement and to receive a refund of Fees paid to Dacra, plus any increase in costs to the Municipality to obtain replacement services. THE FOREGOING STATES THE ENTIRE LIABILITY OF DACRA AND THE MUNICIPALITY’S SOLE REMEDIES FOR INFRINGEMENT OR FOR ANY BREACH OF WARRANTY OF NON-INFRINGEMENT, EXPRESS OR IMPLIED.

F. Data Protection.

During the Term or any renewal Term, Dacra’s software applications, related products and systems, and Services used for this Agreement shall be SOC2 Type 2 compliant. Dacra will encrypt the Municipal Data both during transit and at any time it leaves the Azure Government Cloud. Dacra shall comply with the NIST 800 standards regarding security management and backup and disaster recovery management in the provision of Services to the Municipality. These requirements are in addition to the security standards set forth in Exhibit B of this Agreement.

G. Further Assurances

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph G, including, without limitation, a future assignment of

Intellectual Property Rights.

H. Pricing and Billing

The Fees set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with, and subject to, the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

I. Termination

Municipality may terminate this Agreement at any time with 90 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all Fees due Dacra which accrue or are incurred prior to the termination of the Agreement. Municipality may also terminate this Agreement in the event of a breach of this Agreement by Dacra which is not cured within ten (10) days of written notice thereof. In the event of such termination by Municipality due to a breach, Dacra agrees to refund all prepaid Fees paid by the Municipality, prorated from the effective date of termination.

Upon the termination of this Agreement for whatever reason, or upon the expiration of the then-current Term, Dacra shall promptly return to the Municipality or destroy all Municipal Data received from the Municipality or entered into Dacra's software system. If Dacra elects to destroy the Municipal Data, Dacra shall promptly provide the Municipality with a written certificate of such destruction which verifies the complete destruction of the Municipal Data.

J. Limitation of Liability

EXCEPT FOR THOSE WARRANTIES AND REMEDIES SPECIFICALLY PROVIDED HEREIN, AND TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, OR PROFITS.

K. Other

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.

- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) The provisions of this Agreement regarding payment, confidentiality, indemnity, limitations of liability, and all others that by their sense and context are intended to survive the expiration or termination of this Agreement shall survive and continue in effect.

L. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours, Monday through Friday. The Dacra support team will be fluent in the functionality of the system.
- (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the foregoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

M. Service Performance Guarantees.

- (i) **Availability Requirements.** Dacra shall make the Services available, as measured over the course of each calendar month, during the Term (each such calendar month, a "**Service Period**"), at least 99.9% of the time, excluding only the time the Services are not available solely, as a result

of one or more the Exceptions stated in Section M(2) ("**Availability Requirement**"). "**Available**" means the Services are available and operable for access and use by Client and its Authorized Users over the internet in full conformity with the provisions of this Agreement. "**Availability**" has a correlative meaning. The Services are not considered Available in the event of any performance degradation or inoperability of the Services, in whole or in part.

- a. Exceptions. No period of Services degradation or inoperability is included in calculating Availability to the extent that the degradation or inoperability is because of any of the following ("**Exceptions**"): Client's or any of its Authorized Users' misuse of the Services
 - b. Failure of Client's or its Authorized Users' internet connectivity.
 - c. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Dacra.
 - d. Client's or any of its Authorized Users' failure to meet any minimum hardware or software requirements stated in the Specifications; or
 - e. Scheduled Downtime as described in Section (ii) below.
- (ii) Scheduled Downtime. Dacra shall notify Client at least twenty-four (24) hours in advance of all scheduled outages of the Services in whole or in part ("**Scheduled Downtime**"). All scheduled outages shall: (i) last no longer than 30 minutes; and (ii) be scheduled by agreement of the parties; provided that Dacra may request Client's approval for extensions of Scheduled Downtime, which approval may not be unreasonably withheld or delayed.

N. Insurance Requirements

Dacra shall maintain during the entire Term of the Agreement, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker's Compensation and Employers' Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

EXHIBIT B

SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement, and which will be deployed to the Municipality with the functionality stated hereunder are as follows:

DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – 2025

Dacra Municipal Enforcement System Architecture and Security

- **Architecture/Hardware**
 - .NET stack with SQL back end separated from the front end via entity framework services
 - Web-based platform that works with modern hardware, with Chromium engine
 - JSON APIs available as well as numerous government and public safety software system integrations
 - For handheld ticketing, iPads preferred for efficient printing
 - Compatible with either 4" or 8 ½" Printers
- **Security**
 - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services.
 - Criminal Justice Information Services (CJIS) compliant software
 - Two factor authentication (2FA) and Single Sign On (SSO) authentication capable
 - Department/personnel roles isolate secure data to authorized users
 - Extensive citation auditing features track changes to citations

Police e-Citation Module

- **State e-Citations:**
 - Issue and print statutorily compliant citations:
 - Electronic Uniform Traffic Citation
 - Electronic Overweight Citation
 - Electronic Civil Law Citation
 - Compliant with Administrative Office of Illinois Courts standards
 - Electronic County Citation Transmittal for select counties
 - Custom transmittal forms for multiple circuit court systems
- **Municipal e-Citations:**
 - Issue and print local ordinance citations in the following categories:
 - *Parking Citations* – Multiple methods to speed parking citation issuance
 - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
 - *Compliance Citations* – Police specific ordinance citations with follow-up findings and order compliance
 - *Tow Citations* – Issue administrative tow seizure and hearing notices
- **Additional Citation Features:**
 - **Integration options available for person/vehicle data population**
 - One click "companion" violations with case grouping features
 - Dacra's "3-Click Ticketing" issued via handheld devices
 - Agency defined, mandatory field completion reduces human error
 - Dacra's "Easy Search" statute and ordinance lookup functionality
 - Citation level digital evidence/record storage
 - Extensive citation data analytics with location/offender mapping capabilities
- **Traffic Stop Study (TSS) and Pedestrian Stop Study (PSS) Data Collection:**
 - Easily collect required traffic stop data to reduce entry time and generate reports for uploading. Generate a

pedestrian stop receipts as required by the state of Illinois.

- **Violator History:**
 - Citation and warning history summary displayed to issuing officer.
- **Officer Docs:**
 - Create and print single-use documents needed for the police patrol environment.
 - Stored in the digital evidence module when created in conjunction with a citation.

DacraTech Web Pay Services

- **DacraTech's Online Web Pay Services**
 - Full credit card processing services
 - Citation payments sent immediately to municipal account
 - Custom city labeling of a website link to the Dacra Web Pay portal
 - Citation number and plate search functionality to accurately identify outstanding citations.
 - Accurate, up to the minute fine and fee verification and validation
 - Batch payment functionality
 - Partial payment functionality
 - Automated docket/citation fine payment updating

Adjudication/Violation Hearing Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
 - *Parking Citations* – Multiple methods to efficiently manage parking citation issuance and adjudication
 - *Animal Citations* – Track animal specific information and ensure follow-up findings and order compliance
 - *Compliance Citations* – Department specific ordinance citations for police, building code, fire inspections, etc.
 - *Tow Citations* – Ensure administrative tow/impound hearings comply with local ordinance and state statutes
 - Per violation features include correspondence creation, digital evidence storage, and tracking
 - Custom per violation fines and fees
- **Hearing Management Tools:** Efficiently manage multi-department notices and hearings with features such as:
 - Multiple Hearing Locations and Times
 - Hearing Notices and Summons variable by issuing department
 - Comprehensive hearing check-in processing
 - Case-based Violations and Hearing Officer Tools for Case Review
 - Findings, Decisions, and Orders Issued with Custom Language
 - Final Determination Letters Issued with Custom Language
 - Batch Process for “Default No-Show” rulings
 - Batch Process management of notices
- **Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly, while offering a variety of fine payment tools such as:
 - Complex Fine Structure Tracking
 - Partial Payment Capability
 - Daily Cashier Reporting
- **Data Reporting and Analysis:**
 - Robust library of pre-built reports prepared to help manage administrative processes and system analysis.
 - Extensive search capabilities provide complex, multi-rule data searches for comprehensive reporting/analysis

System Configurations

- **System Set-Up, Configuration:** Dacra assists with project management expertise to guide communities through what might otherwise be a complicated process. Typical installations are targeted for a smooth transition from contract to Go-Live in 120 days.
- **Dacra User Training:** Dacra system training is provided through virtual training and comprehensive online learning tools.
- **“Sandbox” Training Site License:** Dacra provides a free 4-month training “sandbox” to give ample time to bring staff up to speed on the operational capacity of the Dacra Municipal Enforcement System. This sandbox will be a duplicate of your actual system, with sample data populated for use. Extended Sandbox licensing available for an additional fee.

Driver & Vehicle Owner Data Imports

- **LEADS Citation Auto-Population Integration:** Dacra will integrate with Hexagon CAD to utilize your agency LEADS authorization and allow citation auto-population of driver and vehicle data from the Dacra LEADS queue.

EXHIBIT C
FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including One-Time Fees, Monthly Service Fees, and applicable Integration Fee(s) hereunder as follows:

- A. One-Time Fees: Upon execution of this contract, the Municipality will be billed the following One-Time Fees in exchange for the Setup, Configuration, and Initial Training of the Dacra Municipal Enforcement System and selected interfaces.

Additional Fee Description	One Time Fee
- System Implementation Fee	\$10,000
- Hexagon Interface Set-Up Fee	\$ 2,500

- B. Monthly Service Fees: The Municipality will be billed a Monthly Service Fee calculated by totaling 1) the Monthly Licensing Fee for all modules licensed, and 2) the Monthly Usage Fee for citations issued that month:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee	Monthly Service Fee
1) Monthly Licensing Fee	
- Year 1: Contract Execution – December 31 st , 2025 (<i>w/Adjudication Discount</i>)	\$1,000
- Year 2: January 1 st , 2026 – December 31 st , 2026	\$2,500
- Year 3: January 1 st , 2027 – December 31 st , 2027	\$2,500
2) Monthly Usage Fee – Calculated by totaling fees for citations issued that month:	
- Adjudication Citations Issued That Month –500 included at no cost	\$3 each

- C. Monthly Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B**, the Municipality will be billed a Monthly Integration fee in conjunction with the Monthly Service Fee:

Monthly Integration Fee Description	Monthly Integration Fee
Dacra's standard Hexagon CAD interface to transfer driver/vehicle data	\$100
Use of standard Dacra APIs for data transfer	Waived

- D. WebPay Service: This convenience feature allows violators the option to pay fines directly via the city website, linked to the DacraTech online portal. When used, the violator pays the credit card company's bank fees (currently 1.95%) plus a convenience fee to Dacra of \$3.95 per transaction.