

**City of Braidwood**  
**City Council Agenda**  
**City Hall Council Chambers**  
**141 W. Main Street**  
**Braidwood, IL 60408**  
**Regular Meeting, Tuesday, June 23, 2026 at 7:00 PM**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call by City Clerk**

**IV. Public Comment**

State your full name and spell your last name.

Sec. 2-34. - Public comment. (a) At the beginning of each city council meeting, before action is taken on any item, except for approval of the minutes, there shall be a portion allowed for public comment. Public comment is allowed on any subject matter pertaining to city business and is not restricted to matters on the agenda. (b) No prior registration shall be required for any person giving public comment, but before speaking, the person shall state his name and address. There shall be a three-minute time limit to the public comment of each person, but the mayor may waive such time limit. (Ord. No. 98-16, § 3, 4-28-98; Ord. No. 99-13, § 1, 4-27-99)

**V. Approval of Minutes**

A. Approve Minutes of Regular Council Meeting Tuesday, June 9, 2026.

**VI. Reports by City Officials**

**A. Mayor**

1. Mayoral appointment of Brittany Andrews to the Special Event Commission for the City of Braidwood
2. Mayoral appointment of Michele Kondrisack to the Special Events Committee for the City of Braidwood

**B. City Management Consultant**

1. Requests a motion to approve Ordinance 2026-40 Authorizing the City of Braidwood to enter into and for the Mayor of Braidwood to execute a proposal for the Professional Services and a Professional Services Agreement with RVi Planning + Landscape Architecture regarding the Braidwood Dog Park

**C. Engineer**

**D. City Attorney**

1. Discussion regarding the filing of a demolition complaint involving 360 N. Mitchell

**VII. Reports by City Commissioners**

**A. Accounts and Finances**

1. Approve Payment of Bills in the amount of \$108,834.36
2. Approve Payroll in the amount of \$102,377.11
3. Motion to approve Ordinance 2026-41 Approving and Authorizing the City of Braidwood to enter into and for the Mayor to execute agreements with Jack Henry

**B. Streets and Public Improvements**

**C. Public Buildings & Property**

**D. Public Health & Safety**

1. Motion to approve Ordinance 2026-42 Ordinance Authorizing the Mayor of Braidwood to enter into and execute an Intergovernmental Agreement between the City of Braidwood and Reed-Custer Community Unit School District No. 255U regarding a Reciprocal Reporting Agreement

**E. Planning & Zoning**

1. The next Planning and Zoning meeting is scheduled for Monday, July 13, 2026, at 7:00 pm.

**VIII. Old Business**

**IX. New Business**

**X. Executive Session**

- A. Motion to go into executive session to discuss (i) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2 (c) (1)) and (ii) pending, probable, or imminent litigation against, affecting, or on behalf of the City (5 ILCS 120/2 (c) (11))

- B. Motion to close executive session

**XI. Next Meeting**

- A. The next Regular Council Meeting is scheduled for Tuesday, July 14, 2026, at 7:00 pm.

- B. The next Committee of the Whole Meeting is scheduled for Tuesday, July 14, 2026, at 6:30 pm.

**XII. Adjournment**

All agenda packets are available on the [City of Braidwood Website](#)

**Minutes of the Regular Meeting of the Braidwood City Council Tuesday, June 9, 2026.  
Braidwood City Hall 141 W. Main St., Braidwood, IL 60408**

**I. Call to Order**

The Regular Meeting of the Braidwood City Council on June 9, 2026 was called to order at 7:05 p.m., by Mayor Lyons in the Council Chambers of the Braidwood City Hall.

**II. Pledge of Allegiance**

Mayor Lyons requested all rise for the Pledge of Allegiance.

**III. Roll Call by City Clerk**

Upon Roll Call by the Clerk, the following members of the corporate authorities answered “Here” or “Present”;

**Elected Officials:**

Present: Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons

Absent: None.

**Appointed Officials:**

Present: City Consultant Manager Steve Gulden, Sgt. Det. Chris Altiery in place of Chief Allen, City Clerk Sarah Weaver, City Engineer Sean Kelly, and City Attorney Bryan Wellner

Absent: Chief Eric Allen

**Quorum:** There being sufficient members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order.

**IV. Public Comment**

1. Danita Morgan – Braidwood Area Healthy Community Coalition

Danita Morgan, Community Outreach Coordinator, provided several announcements:

- BASSET Training
  - Hosted by Wilmington Coalition for a Healthy Community
  - In partnership with Wilmington Police Department, IL Liquor Control Commission, Wilmington Lions Club, and SAMHSA
  - June 29, 4–8 p.m., Lyons Hall, Wilmington
  - Required for anyone selling or serving alcohol at events
  - Flyers available for distribution
- 988 Suicide & Crisis Lifeline
  - Available 24/7 for mental health, emotional distress, substance use, anxiety, depression, trauma, or anyone needing support
  - Does not automatically dispatch police except in immediate danger situations
  - Cards and flyers available
- 2026 Summerfest Baby Contest
  - Theme: Little Cruisers of Route 66
  - Open to children ages 0–24 months residing in Reed-Custer School District
  - Registration fee: \$10
  - Online registration opens June 15; deadline July 10

- Winners participate in the Summerfest Parade
- Flyers available

2. Rachel Waller – Volunteer Representative

Rachel encouraged community members to volunteer for Summerfest events, including the Baby Contest and games. She emphasized the value of community involvement and offered to assist with distributing materials at her workplace.

No additional public comments were offered.

**V. Approval of Minutes**

**A. Approve Minutes of the Regular Council Meeting on Tuesday, May 26, 2026**

Comm. Accounts & Finance Liz Dixon made a motion, seconded by Comm. Public Health & Safety James Mikel, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

**VI. Reports by City Officials**

**A. Mayor**

1. Mayoral appointment of Regena Crompt to the Special Event Commission for the City of Braidwood  
Comm. Accounts & Finance Liz Dixon made a motion, seconded by Comm. Public Buildings & Property Warren Wietting, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

2. Mayoral appointment of Annie Wicke to the Special Event Commission for the City of Braidwood  
Comm. Public Health & Safety James Mikel made a motion, seconded by Comm. Accounts & Finance Liz Dixon, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

**B. City Management Consultant**

1. Requests a motion for an Ordinance granting approval of variances for two signs and a Final Plat of Subdivision for property located at 515 W. Coal City Road, Braidwood, Illinois (PIN Nos. 02-24-06-200-012-0010 and 02-24

Comm. Public Buildings & Property Warren Wietting made a motion, seconded by Comm. Public Health & Safety James Mikel, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

2. Requests a motion for an Ordinance granting a variance for a six-foot-tall fence in the front yard of 435 Enterprise Drive, Braidwood, IL 60408 (PIN No. 02-24-17-103-018-0000)

Comm. Public Health & Safety James Mikel made a motion, seconded by Comm. Public Buildings & Property Warren Wietting, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

**C. Engineer**

1. Requests a motion to award the FY 2027 FMT Resurfacing Program to D Construction in the amount of \$343,340.20

Comm. Public Health & Safety James Mikel made a motion, seconded by None, to Approve. Motion with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

**D. City Attorney**

1. Requests a motion for an Ordinance directing the sale of property located at 585 W. Main Street, Braidwood, Illinois 60408  
Comm. Public Health & Safety James Mikel made a motion, seconded by Comm. Streets & Public Improvements Dale Walsh, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

## **VII. Reports by City Commissioners**

### **A. Accounts and Finances**

#### Comptroller Fine Notice

- First fine notification received from the Illinois Comptroller
- Current assessed amount: \$6,700
- Related to the delayed FY25 audit
- Audit expected by end of month; fines may reach ~\$8,000
- Once FY25 is complete, FY26 audit will begin and the City will be current

### **1. Approve Payment of Bills in the amount of \$625,066.51**

Comm. Accounts & Finance Liz Dixon made a motion, seconded by Comm. Public Health & Safety James Mikel, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

Breakdown included:

IL EPA Loan – \$320,985.50  
Amazon – \$3,900  
Axon (body cameras) – \$20,300  
V&F Construction – \$6,200  
Fuel vendors – approx. \$7,500 combined  
Fratco – \$2,900  
Golden & Associates – \$9,000  
Hawkins (chemicals) – \$4,500  
Jamie McPherson (selfie wall brickwork) – \$12,400  
Omega Industries – \$8,600  
Robinson Engineering – \$83,200  
Ryan (TIF report) – \$2,800  
Smith Painting – \$14,900  
Uniforms – \$5,900  
Vulcan Industries – \$5,600  
Westcom – \$13,200

### **2. Approve Payroll in the amount of \$100,360.10**

Comm. Accounts & Finance Liz Dixon made a motion, seconded by Comm. Public Buildings & Property Warren Wietting, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

### **B. Streets and Public Improvements**

- Pipe installation completed on West Bergera under the City's cost-share program
- Additional ditch and drainage work completed on Mitchell
- Ongoing work near Ultimate Rides related to parking lot improvements
- Updated engineering plans expected soon from Ultimate Rides

### **C. Public Buildings & Property**

Public Works recent tasks included:

- Repairs at the food pantry
- 85 JULIE locates
- Fire hydrant repairs
- Meter repairs
- Sewer manhole adjustments
- Concrete work assistance
- Removal of decals and equipment from a former police vehicle

1. Motion to approve an Ordinance waiving competitive bidding and approving the purchase of two 2026 GMC Sierra 250HD Trucks with plows from Arnie Bauer Chevrolet LLC  
Comm. Public Buildings & Property Warren Wietting made a motion, seconded by Comm. Public Health & Safety James Mikel, to Approve. Motion Passed with 5 ayes: 0 nays; 0 Abstain (Liz Dixon, Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

**D. Public Health & Safety**

Police Department Activity Report (May 26 – June 8):

- 284 calls for service
- 32 case reports
- 8 arrests (18 total charges)
- 89 traffic stops
- 17 citations
- 27 written warnings
- 18 pre-tickets
- 5 abandoned/improper vehicles brought into compliance

**E. Planning & Zoning**

1. The next Planning and Zoning meeting is scheduled for July 13, 2026, at 7:00 pm.

**VIII. Old Business**

None.

**IX. New Business**

Commissioner Walsh thanked the Council for continued support of vehicle replacements and roadway improvements, noting significant progress over the past three years.

**X. Executive Session**

**A.** Motion to go into executive session to discuss (i) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2 (c) (1)) and (ii) pending, probable, or imminent litigation against, affecting, or on behalf of the City (5 ILCS 120/2 (c) (11))

**B.** Motion to close executive session

**XI. Next Meeting**

**A.** The next Committee of the Whole Meeting is scheduled for Tuesday, July 14, 2026, at 6:30 pm.

**B.** The next Regular Council Meeting is scheduled for Tuesday, June 23, 2026, at 7:00 pm.

**XII. Adjournment**

Comm. Public Buildings & Property Warren Wietting made a motion, seconded by Comm. Streets & Public Improvements Dale Walsh, to Approve. Motion Passed with 4 ayes: 1 nays; 0 Abstain (Warren Wietting, James Mikel, Dale Walsh, Todd Lyons)

\_\_\_\_\_ Mayor

\_\_\_\_\_ City Clerk

**ORDINANCE NO. 2026-40**

**ORDINANCE AUTHORIZING THE CITY OF BRAIDWOOD TO ENTER INTO AND FOR THE MAYOR OF BRAIDWOOD TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES AND A PROFESSIONAL SERVICES AGREEMENT WITH RVI PLANNING + LANDSCAPE ARCHITECTURE REGARDING THE BRAIDWOOD DOG PARK**

**WHEREAS**, the City of Braidwood (the “City”) is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, under Article VIII Section 1(a) of the Illinois Constitution, the City is authorized to enter into contracts for a valid public purpose; and

**WHEREAS**, after being available for public inspection with the City Clerk for at least a week prior to the date of this Ordinance, the City hereby finds that it is a public purpose and benefit to the City to enter into the agreement set forth in the Proposal for Professional Services and a Professional Services Agreement With RVI Planning + Landscape Architecture dated June 1, 2026 regarding the Braidwood Dog Park, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BRAIDWOOD AS FOLLOWS:

**SECTION 1: AUTHORIZATION AND EXECUTION**

The Proposal for Professional Services and a Professional Services Agreement With RVI Planning + Landscape Architecture dated June 1, 2026 regarding the Braidwood Dog Park, attached hereto as Exhibit A (collectively referred to as the “Agreement”) are hereby approved by the Mayor and City Council for the City of Braidwood and the Mayor or two Commissioners for the City of Braidwood are hereby authorized to sign such agreement.

**SECTION 2: SEVERIBILITY**

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

**SECTION 3: REPEALER**

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

**SECTION 4: EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage, approval, publication, and filing with the City Clerk as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

	AYE	NAY	ABSTAIN	ABSENT
Commissioner Elizabeth Dixon	_____	_____	_____	_____
Commissioner Warren Wietting	_____	_____	_____	_____
Commissioner James Mikel, Jr.	_____	_____	_____	_____
Mayor Todd Lyons	_____	_____	_____	_____
Commissioner Dale Walsh	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

RVI Planning + Landscape Architecture Proposal for Professional Services and  
Professional Services Agreement  
Braidwood Dog Park

# Proposal for Professional Services

BRAIDWOOD DOG PARK - DESIGN SERVICES

Prepared for: City of Braidwood  
By: Mike Wood, Senior Project Manager



## PROPOSAL FOR PROFESSIONAL SERVICES

June 1, 2026

Steve Gulden, City Manager  
City of Braidwood ("Client")  
141 West Main Street, Braidwood, IL 60408  
RVI Project Number: 26005998

RE: **Braidwood Dog Park – Design Services**

Dear Steve,

RVI Planning + Landscape Architecture ("Consultant") is pleased to submit the attached proposal for professional services for the Braidwood Dog Park Design Services ("Project"). We appreciate the opportunity to work with you and your colleagues at the City of Braidwood.

### PROJECT UNDERSTANDING

We understand that the city and RVI have identified an ideal location for a Dog Park at the Olde Smokey Park site as part of the ongoing Parks Master Plan. The city currently has a \$300,000 budget for the Dog Park improvements and would like RVI to provide Landscape Architecture services for the project, including: Schematic Design, Design Development, and Construction Documentation. Bidding and Construction Phase Services are not included and can be completed as additional services upon request. The city would like to break ground Fall of 2026 and complete the construction in 2027.

### SCOPE OF SERVICES

We propose the services summarized below and described in greater detail in Article 1. First, during Program, Research, and Analysis, we will discuss the project with the city team to confirm the improvements and components to advance. We will then work with Robinson Engineering to document and evaluate the existing site conditions, permitting, and construction requirements. During Schematic Design, we will develop two schematic alternatives, and based on city input, identify a preferred concept.

Next during Design Development, we will finalize the design of the improvements, determine product and material selections, and refine the opinion of probable construction cost and construction strategy. We will then complete Construction Documents as required for competitive bidding and construction.

### PROJECT TEAM

Under Tim King's Supervision, I will be our project manager and lead designer and will be directly responsible for routine project communications with you and the rest of the project team.

We understand that Robinson Engineering will provide civil engineering services directly for the city under a separate agreement. We have coordinated with Sean Kelly at Robinson Engineering, who understands that their scope will include the following services:

- Topographic survey
- Required permitting
- Utilities (water service, storm sewer)
- Mass grading (detailed grading by RVI)
- Geotechnical
- Structural

We will continue to coordinate with Robinson Engineering throughout the project process.

### AUTHORIZATION AND SCHEDULE

We can begin work within 2 weeks of your authorization and once authorized, we will work with you to establish a detailed project schedule to meet your timeline.

Thank you for the opportunity to submit this proposal for professional services. If acceptable, please provide your authorization by signing at Article 11.

Sincerely,

Mike Wood, PLA,  
Senior Project Manager  
Naperville, IL



## PROFESSIONAL SERVICES AGREEMENT

**Project Name: Braidwood Dog Park Design Services**

**RVi# 26005998**

**Client Name: City of Braidwood**

**Client Address: 141 West Main Street, Braidwood, IL 60408**

### ARTICLE 1. BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

#### 1.1 (TASK 01) PROGRAM, RESEARCH, AND ANALYSIS SERVICES

1. (Mtg) Conduct a Kickoff Meeting with Client representatives and other project team members confirming:
  - a. Project contacts, communications, and decision-making protocol
  - b. Goals and objectives
  - c. Project site, geographic limits, existing conditions
  - d. Budget
  - e. Schedule
2. Review and summarize applicable development requirements, code, and policy considerations including:
  - a. Zoning code, building code, and ordinance requirements
  - b. Jurisdictional limits, authority, and permitting requirements
  - c. Design and construction requirements and standards
3. Using existing data, boundary and topographic survey information prepared by Robinson Engineering under separate agreement with Client, prepare an Existing Conditions Analysis Plan including:
  - a. Existing site conditions and components
  - b. Adjacent land uses and zoning
  - c. Existing utilities impacted by new improvements
4. Perform a Site Visit to verify the existing conditions information.
5. Prepare and submit a concise Project Program including:
  - a. Administrative considerations (approvals, process)
  - b. Jurisdictional requirements, permits, and processes
  - c. Budget
  - d. Schedule
  - e. Existing conditions
  - f. Project components
6. Send the Program, Research, and Analysis information to Client representatives and other project team members for review and input. Provide modifications as required.

#### **DELIVERABLES:**

- Existing Conditions Analysis Plan (11x17 PDF file)
- Project Program (8.5x11 PDF file)

#### 1.2 (TASK 02) SCHEMATIC DESIGN SERVICES

1. Based on the Client approved Program, Research, and Analysis, Consultant will prepare (2) Alternative Concepts including plan, section, and elevation drawings, sketches, comparable project images, to illustrate the general organization, scale, relationship, and character of the proposed improvements including:
  - a. Earthwork, drainage, and stormwater management
  - b. Pedestrian circulation
  - c. Fencing and gates

- d. Pavilion/picnic shelter
  - e. Benches
  - f. Artificial turf (budget dependent)
  - g. Trees and landscape
  - h. Signage
2. Prepare Preliminary Budget Costs for each Alternative Concept based on prototypical construction systems costs.
  3. (Virtual Mtg) Review the Alternative Concepts and Preliminary Budget Costs with Client representatives and other project team members.
  4. Prepare a Preferred Concept based on input received giving increased attention to scale and character.
  5. Prepare a preliminary Opinion of Probable Construction Cost based on the preferred concept.
  6. (Virtual Mtg) Review the Preferred Concept, and Preliminary Opinion of Probable Construction Cost with Client representatives and other project team members.
  7. Make minor revisions and submit Preferred Concept to City team.

**DELIVERABLES:**

- 2 Alternative Concepts
- Preliminary Budget Costs
- Preferred Concept
- Opinion of Probable Construction Cost
- Final Preferred Concept

1.3

**(TASK 03) DESIGN DEVELOPMENT SERVICES**

1. Based on the Client approved Schematic Design (Preferred Concept) Consultant will prepare Design Development Documents including plans, details and supporting information illustrating the final size, geometry, structure, materials, and finishes for the proposed improvements including:
  - a. Earthwork, drainage, and stormwater management
  - b. Pedestrian circulation
  - c. Fencing and gates
  - d. Pavilion/picnic shelter
  - e. Benches
  - f. Artificial turf (budget dependent)
  - g. Trees and landscape
  - h. Signage
2. Collect and review Product Data and Material Samples. Prepare Outline Specifications, including the products, materials, and finishes of each component or system.
3. Prepare a summary of quantities and update the Opinion of Probable Construction Cost.
4. Prepare a Construction Strategy Memorandum and Schedule summarizing:
  - a. Required permits
  - b. Client and Consultant roles during construction
  - c. Construction Schedule
5. (Virtual Mtg) Review the Design Development Documents and Opinion of Probable Cost with Client representatives and other project team members for approval and authorization to proceed.

**DELIVERABLES:**

- Design Development Documents
- Product and Material Samples, Outline Specifications
- Updated Opinion of Probable Construction Cost
- Construction Strategy Memorandum

#### 1.4 (TASK 04) CONSTRUCTION DOCUMENT SERVICES

1. Based on the Client approved Design Development documents, Consultant will prepare Construction Documents including:
  - a. Cover sheet, project identification, notes, index, and standards
  - b. Existing conditions and removals plan
  - c. Grading plan
  - d. Geometric layout and materials plan
  - e. Planting plan
  - f. Site construction details
  - g. Pavilion/picnic shelter plans (preliminary plans provided by product manufacturer)
2. Coordinate and collaborate with work to be prepared by Robinson Engineering under separate agreement with Client:
  - a. Alignment, ties, and benchmarks
  - b. Storm water pollution prevention plan (SWPPP)
  - c. Utility plan including water service and storm sewer
  - d. Electrical and lighting plan
  - e. Engineering construction details
3. Prepare and submit the Specifications including:
  - a. Introductory information
  - b. Bidding requirements
  - c. Contracting requirements
  - d. General requirements
  - e. Technical specifications
4. Update and submit the summary of quantities and Opinion of Probable Construction Cost.
5. Update and submit the Construction Strategy Memorandum and Schedule.
6. (Virtual Mtg) Review the Construction Documents with Client representatives and project team members (Pre-Final Review).
7. Refine the Construction Documents based on input received.
8. (Virtual Mtg) Review the Construction Documents with Client representatives and project team members (Final Review).
9. Finalize the Construction Documents based on input received, stamp, and submit as required.

#### **DELIVERABLES:**

- Construction Drawings
- Specifications
- Opinion of Probable Construction Cost
- Construction Strategy Memorandum and Schedule

#### **ARTICLE 2. ADDITIONAL SERVICES**

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.2 of this Agreement.

##### 2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement.
2. Assistance with regulatory permitting including: coordination meetings, responses to regulatory agency review and comments, modifications requested by regulatory agencies, and at Client's direction, modification of the documents accordingly for re-submission.
3. Bidding and Construction Phase Services.
4. 3-Dimensional Graphic Illustrations of the Preferred Concept to communicate the design recommendations.
5. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations.

6. Public or other presentations beyond those described in Basic Services.
7. Preparation of presentation materials for marketing or purposes other than identified deliverables or in-progress approvals.
8. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
9. Services related to ADA/accessibility/compliance issues for existing site improvements which may be triggered by the design services for new improvements contemplated by this Agreement.
10. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services.
11. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant.
12. Providing services made necessary by the default of the contractor, or by major defects or deficiencies in the work of the contractor.
13. Preparation of as-built drawings.

**ARTICLE 3. INFORMATION TO BE PROVIDED BY CLIENT**

- 3.1 Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:
1. Legal description and to-scale boundary survey of the property;
  2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
  3. Topographic survey including 1' contours (unless otherwise agreed by Consultant in writing), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD format;
  4. A geotechnical investigation and report, including foundation design recommendations, will be provided by the Client if necessary; and
  5. Designate a representative to serve as the point of contact for the project.

**ARTICLE 4. COMPENSATION**

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

**Lump Sum:** Consultant's compensation shall include the lump sum of \$25,000 dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work completed for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in the scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Task 01:	Program, Research, and Analysis Services	<u>\$ 2,650.00</u>
Task 02:	Schematic Design Services	<u>\$ 5,350.00</u>
Task 03:	Design Development Services	<u>\$ 7,500.00</u>
<u>Task 04:</u>	<u>Construction Document Services</u>	<u>\$ 9,500.00</u>
	<b>Total Lump Sum Fee:</b>	<b>\$ 25,000.00</b>

4.2 ADDITIONAL SERVICES

The Client shall pay the Consultant for authorized Additional Services performed, including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

4.3 **INVOICING AND PAYMENT**

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of RVI, 1611 West 5<sup>th</sup> Street, Suite 175, Austin, Texas 78703. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVI in connection with the collection of overdue accounts of Client.*

The Client's billing contact information is outlined in the attached exhibit "Client's Billing Contacts"

4.4 **HOURLY RATES**

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$230.00 - \$350.00
Associate Principal	\$200.00 - \$275.00
Practice Director	\$165.00 - \$275.00
Project Director	\$165.00 - \$260.00
Project Manager	\$145.00 - \$250.00
Landscape Architect (PLA)/Planner (AICP)	\$155.00 - \$250.00
Designer/Planner/Intern	\$95.00 - \$225.00
Technical, Administrative	\$90.00 - \$200.00

4.5 **REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; fees paid for securing approval of authorities having jurisdiction over the project; expense of any additional insurance coverage or limits including professional liability insurance requested by the Client in excess of that normally carried by the Consultant and the Consultant's sub-consultants and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.

**ARTICLE 5. CHANGES**

- 5.1 **Changes.** The Consultant and the Client may make changes to the Agreement at any time, but only by written amendment signed by both parties, or by Client's oral request confirmed by Consultant in writing (or email) indicating its acceptance. If such changes cause an increase or decrease in the Consultants' cost of, or time required for, performance of any services, Consultant shall be entitled to an equitable adjustment in compensation and/or completion time.
- 5.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under the Agreement after the date of execution of the Agreement, the increased or decreased cost of performance of the services provided for in the Agreement and subsequent Proposals shall be reflected in an appropriate written amendment to the Agreement.

**ARTICLE 6. RESPONSIBILITIES OF THE PARTIES**

- 6.1 **Access.** Client will provide Consultant with access to the Project site or to any other site as required by Consultant for performance of the Services.
- 6.2 Client shall designate a single person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever it observes or otherwise becomes aware of any defect in the work. If the Client retains a Construction Manager ("CM") for the Project, the Client shall clearly set forth the duties, responsibilities the CM has been assigned by the Client. The Consultant shall be entitled to rely upon the CM's decisions and directions.
- 6.3 **Changed Conditions.** Consultant shall have the authority to determine the continued adequacy of the Agreement in light of conditions first discovered or information first provided to Consultant after the execution of the Agreement. Should Consultant determine that the Agreement is no longer adequate in light of such conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of the Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.
- 6.4 **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Project. Before Consultant performs the Services, Client will provide Consultant evidence satisfactory to Consultant that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to

Consultant copies of any such permits or any such notices, together with any other relevant information that will alert Consultant to the requirements of such permits, approvals, or notifications.

- 6.5 Other Information. Consultant may rely upon commonly used sources of data including but not limited to database searches, publicly available topographic information, GPS coordinates, demographics, and other public information as required. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
- 6.6 Site Visits. Unless otherwise specifically set forth in the Agreement or a fully executed written Amendment, Client-requested site visits are on an as-requested fee basis for the purpose of visual observation only for general conformance with the Landscape Construction Documents at the time of observation. Client has not retained the Consultant to make inspections or to provide periodic, continuous or exhaustive Project review and observation services. Consultant's site visits do not include any obligation to identify or notify Client of any jobsite safety issues. Consultant is not obligated to conduct any tests in connection with site visits. Consultant at all times reserves the right to make site visits solely for its own collection of information relevant to, and for the benefit of, the performance of its Services.
- 6.7 Construction Exclusion. Consultant's scope of work does not include, and Consultant shall have no authority or responsibility for supervising, directing, performing or controlling any contractor's work, or the means, methods, techniques, sequences, safety measures, or procedures of construction selected by any contractor or subcontractor. Accordingly, Consultant shall have no responsibility or liability for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project, including, but not limited to, compliance with any applicable law
- 6.8 No Warranty. Consultant and Client acknowledge and agree that Consultant makes no warranties, express or implied, regarding the Services provided in connection with the Project and that the Services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill.
- 6.9 Estimates of Probable Costs. Client and Consultant agree that any construction cost estimates provided by Consultant are solely for the purpose of providing information for use in revising the Instruments of Service, and that Consultant makes no warranty, express or implied, that any estimates will not differ from bids received from contractors or the negotiated cost of the work. Opinions of cost are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions. If the fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal by more than 20%, Consultant will at the Client's request, revise the Contract Documents to comply with the project budget at no additional charge. In any event, Consultant's modification of Instruments of Service shall be its sole responsibility and Client's sole remedy for any difference between Consultant's construction cost estimates and bids received or the negotiated cost of the work.

## **ARTICLE 7. TERMINATION**

- 7.1 This Agreement may be terminated by either party, at any time prior to completion of Consultant's services, upon not less than seven days' written notice, should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination; provided however, that such notice shall state the reason(s) for termination, and such termination shall not be effective if the party to whom the notice is directed, within such seven-day period, fully cures its failure to perform.
- 7.2 If the Client fails to make payments to the Consultant in accordance with the Agreement, such failure shall be considered failure to substantially perform and cause for termination or, at the Consultant's option and upon not less than seven days' written notice, cause for suspension of performance of services without terminating the Agreement. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay, hindrance or damage caused the Client because of such suspension of services. The Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services before having to resume services.
- 7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate the Agreement by giving not less than seven days' written notice. Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
- 7.4 This Agreement may be terminated by either party, without cause and for its convenience, at any time prior to completion of Consultant's services, upon not less than seven days' written notice to the other party. In the event that a termination by Consultant for cause is later determined to have been wrongful, then the termination shall be deemed a termination for convenience.
- 7.5 In the event of termination not the fault of the Consultant, the Client shall, within fifteen days following the termination, pay Consultant for all services performed prior to termination, together with reimbursable and sub-consultant expenses incurred before termination and all Termination Expenses. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant. Client waives any and all claims, causes of action and damages that it has or may have against Consultant arising out of termination not the fault of the Consultant, including termination without cause.

## ARTICLE 8. LIMITATIONS OF LIABILITY

- 8.1 Limitation of Liability. Client and Consultant have considered the relative risks and benefits of the Project to both Client and Consultant, and agree to allocate risks such that, to the fullest extent permitted by the law, the total liability of Consultant, its directors, officers, partners, employees, subconsultants and subcontractors (the "Limited Parties"), to Client for any and all injuries, claims, losses, expenses (including attorney's fees and costs), or damages of any nature whatsoever, shall be limited such that the total aggregate liability of the Limited Parties shall not exceed three (3) times the Consultant's total compensation received for services rendered and reimbursable expenses incurred in connection with the Project. This limitation shall apply to any and all liabilities and causes of action, however alleged or arising and regardless of the nature of the fault, unless otherwise prohibited by law. To the extent that any portion of this limitation is prohibited by law, such prohibited portion shall be deemed excluded from this provision, and the remainder shall remain in effect. Moreover, Client further acknowledges and understands that accessibility standards, guidelines and requirements are subject to varying interpretations, and as such, Client hereby expressly waives all claims, causes of action, liabilities and damages arising out of or in any way related to non-compliance with any and all accessibility standards, guidelines and requirements, including, without limitation, those promulgated through, by or under the Americans with Disabilities Act ("ADA"), the Fair Housing Act ("FHA"), and any of their state counterparts.
- 8.2 Reserved.
- 8.3 Delays. Consultant is not responsible for delays or hindrances caused by factors beyond Consultant's reasonable control, including but not limited to delays and hindrances resulting from strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product or respond to Consultant's inquiries promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of the Agreement. To the extent necessary as caused by any delay, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.
- 8.4 Project Enhancement. If, due to Consultant's error or omission, any required item or component of the Project is omitted from Consultant's documents, Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

## ARTICLE 9. RELATIONSHIP OF PARTIES

- 9.1 Independent Contractor. It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.
- 9.2 No Fiduciary Duty. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.
- 9.3 Corporate Services. Client agrees that Consultant has entered the Agreement in its corporate capacity, and that all services are provided by Consultant in its corporate capacity. Client agrees that it shall look solely to Consultant in its corporate capacity and not to any of Consultant's directors, officers, partners or employees in any individual capacity with respect to obtaining any remedy.
- 9.4 No Third-Party Beneficiaries. Consultant's work product, including without limitation all services and all Instruments of Service that are provided in connection with the Project, are intended solely for the benefit and exclusive use of the other party, and any benefits arising out of those obligations or any other services performed by Consultant in connection with the Project that may accrue to third parties are entirely incidental. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party. There are no intended third-party beneficiaries to the Agreement.

## ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 Merger. The Agreement, including any attachments, represents the entire and integrated agreement between the Client and the Consultant. The Agreement supersedes all prior negotiations, representations or agreements, whether written or oral, and the same shall have no force or effect. The Agreement may be amended only by written instrument signed by both Client and authorized representative Consultant.
- 10.2 Execution. This Agreement may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same agreement.
- 10.3 Lien Rights. Client grants to Consultant a contractual lien, in addition to all constitutional, statutory and equitable liens that may exist, on the real property identified in the Agreement as the Project location, and on all improvements thereon, to secure payment for all debts owed, now or in the future, to Consultant by Client, arising from services provided and reimbursable expenses and sub-consultant costs incurred by Consultant in connection with the Project. Client grants Consultant the authority and right to file a copy of the Agreement in the Deed Records of the county or counties where the Project is located to give notice of Consultant's lien rights. If Client is not an owner of the real property or improvements at the Project location, then Client hereby assigns to Consultant, to the extent of Consultant's services on the Project, Client's lien rights under the relevant state law, including without limitation, Chapter 53 of the Texas Property Code.
- 10.4 Instruments of Service.
1. All designs, drawings, specifications, documents, calculations, and other work products, whether in hard copy or

electronic form, prepared by the Consultant are Instruments of Service, and such Instruments of Service, as well as the concepts, designs, and ideas expressed in the Instruments of Service are for use solely with respect to the Project. The Consultant is deemed the author and owner of the Instruments of Service, regardless of whether or not services are completed, and Consultant shall retain all common law, statutory and other reserved rights, including copyrights.


2. Upon full payment by Client to Consultant under this Agreement Consultant grants to the Client a non-exclusive license to reproduce and utilize the Consultant's Instruments of Service: (i) to complete the development or construction of the Project, as applicable; (ii) for reference in operating, maintaining and repairing the Project; and (iii) for reference in undertaking any future alteration, improvement, addition or renovation of the Project. Absent full payment by Client under this Agreement, Consultant grants no rights in Instruments of Service.
  3. Reuse, change or alteration of Instruments of Service by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Consultant. ANY SUCH REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONSULTANT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH REUSE, CHANGE OR ALTERATION.
- 10.5 **Attorney's Fees** If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- 10.6 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 10.7 **Venue.** Consultant and Client agree that the venue of any action under the Agreement shall be exclusively in the 12th Judicial Circuit Court of Illinois in Will County, IL.
- 10.8 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 10.9 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.
- 10.10 **Successor and Assigns.** Neither Client nor Consultant shall assign, sublet, or transfer this interest in the Agreement without the written consent of the other. Client's representative signing Agreement warrants that he or she has full authority to bind Client to the Agreement. Nothing in this provision restricts Consultant's ability to hire subcontractor(s) in connection with the services to be provided.
- 10.11 Reserved.
- 10.12 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.
- 10.13 Reserved.
- 10.14 Reserved.

**ARTICLE 11. APPROVED AND ACCEPTED**

Client approves and accepts the Agreement and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Agreement and specific amendments. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Agreement. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

**RVi Planning + Landscape Architecture, Inc.**

**City of Braidwood**

Signature:   
 Printed Name: Mike Wood, PLA  
 Title: Senior Project Manager  
 Date: June 1, 2026

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



CLIENT'S BILLING CONTACTS

Monthly invoices will be sent **by email** per the information provided by the Client below:

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

Title: \_\_\_\_\_

Invoicing address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Due date for timely processing of invoices: \_\_\_\_\_

If a special invoice is required, please attach a sample to the executed Professional Services Agreement.

Computer Check Proof List By Dept  
6/23/2026

<u>Fund/Department</u>	<u>Dept Total</u>
Total for 00 - Liability	NCPERS
	\$ 128.00
<b>Fund 01 - General Fund</b>	<b>\$ 128.00</b>
Employee's deduction	
Total for Dept 00:	\$ -
Total for Dept 50: Administration	14,046.88
Total for Dept 51: Zoning	9,655.63
Total for Dept 52: Police Dept	15,603.85
Total for Dept 53: Street Dept	52,689.12
Total for Dept 55: ESDA	463.97
Total for Dept 57: Public Property & Buildings	92.87
Total for Dept 58: Recreation/Town Center	-
Credit for Departments	
<b>Subtotal for Fund 01</b>	<b>\$ 92,680.32</b>
<b>Fund 02 - Enterprise Fund</b>	
Total for 00 - Liability	IEPA Loan Payable
	\$ -
Total for 13 - Capacity Use Fees	\$ -
Total for 22 - Special Assessment	\$ -
Total for 26 - Garbage	\$ -
Total for 70 - Water Dept	\$ 11,639.24
Total for 71 -Sewer Dept	\$ 4,402.30
Liability Insurance	\$ -
<b>Fund 03 - Motor Fuel Tax</b>	<b>0.00</b>
<b>Fund 05 - Debt Service</b>	
	IEPA Loan
<b>Fund 08 - Liability Audit</b>	<b>\$ -</b>
<b>Fund 09 - Liability Insurance</b>	<b>\$ -</b>
	-
<b>Fund 13 - TIF 3</b>	<b>\$ 112.50</b>
	-
<b>Fund 16- Capital Projects</b>	<b>\$ -</b>
<b>Fund 20 - Police Forfeiture</b>	<b>\$ -</b>
<b>TOTAL FOR ALL FUNDS:</b>	<b>\$ -</b>
<b>Manual Check Total</b>	<b>Joshua Mikel \$ 150.00</b>
<b>GRAND TOTAL:</b>	<b>\$ 108,984.36</b>

# Accounts Payable

## To Be Paid Proof List

User: cmirobali@kasperckcpa.com  
 Printed: 06/18/2026 - 10:12AM  
 Batch: 00004.06.2026 - 00002.06.2027

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
ADVANCE AUTO PARTS, AAP FINANCIAL SERVICES ADVANCED									
7148615727034	6/23/2026	7.16	0.00	06/23/2026				No	0
01-55-537-000 Maintenance-Vehicles				Rear Mirror Adhesive/ESDA					
7148615727034 Total:		7.16							
ADVANCE AUTO PARTS		7.16							
ALLEGRA COAL CITY ALLEGRC									
146598	6/23/2026	394.23	0.00	06/23/2026				No	0
01-55-529-000 Supplies & Misc Expenses				Alert System sign up card/ESDA					
146598 Total:		394.23							
ALLEGRA COAL CITY T		394.23							
AMAZON CAPITOL SERVICES AMAZON									
1DGX-RNMG-NXV	6/23/2026	18.89	0.00	06/23/2026				No	0
01-52-529-000 Supplies				Carpet grips					
1DGX-RNMG-NXVG To		18.89							
1PDL-GLCM-XDD.	6/23/2026	76.59	0.00	06/23/2026				No	0
01-50-529-000 Office Supplies				Dog treats/handsoap/file folders/trashbags					
1PDL-GLCM-XDD.	6/23/2026	3.72	0.00	06/23/2026				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
01-52-529-000 Supplies IPDL-GLCM-XDD	6/23/2026	6.30	0.00	06/23/2026				No	0
					Hand Soap				
					File Folders				
02-71-529-000 Supplies									
IPDL-GLCM-XDD4 Total		86.61							
IRRW-3674-N4W3	6/23/2026	63.24	0.00	06/23/2026				No	0
01-52-529-000 Supplies					Ear plugs/batteries				
IRRW-3674-N4W3 Total:		63.24							
AMAZON CAPITOL SER		168.74							
B&F CONSTRUCTION CODE SERVICES INC BFCNST									
22453	6/23/2026	4,131.26	0.00	06/23/2026				No	0
01-51-427-005 Zoning Inspectors					May Inspections and Plan review/Zoning				
22453 Total:		4,131.26							
71662	6/23/2026	700.00	0.00	06/23/2026				No	0
01-51-427-005 Zoning Inspectors					26-4789 D'Orazio Ford				
71662 Total:		700.00							
71895	6/23/2026	500.00	0.00	06/23/2026				No	0
01-51-427-005 Zoning Inspectors					26-4818 Ford Dealership signs				
71895 Total:		500.00							
71912	6/23/2026	850.77	0.00	06/23/2026				No	0
01-51-427-005 Zoning Inspectors					26-4817 SFR- Ensure Construction/zoning				
71912 Total:		850.77							
CM71334	6/23/2026	-350.00	0.00	06/23/2026				No	0
01-51-427-005 Zoning Inspectors					Duplicate payment for invoice #71334				
CM71334 Total:		-350.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
	B&F CONSTRUCTION C	5,832.03								
BEXSON, JEFFERY BEXSON 24-4285-Final 01-51-427-005 Zoning Inspectors	6/23/2026	50.00	0.00	06/23/2026	Final Plumbing 515 W Coal City Road				No	0
	24-4285-Final Total:	50.00								
25-4588-Final 01-51-427-005 Zoning Inspectors	6/23/2026	50.00	0.00	06/23/2026	Final Plumbing 282 S/ English				No	0
	25-4588-Final Total:	50.00								
25-4610 #1 01-51-427-005 Zoning Inspectors	6/23/2026	50.00	0.00	06/23/2026	Underground Plumbing 891 EZ Street				No	0
	25-4610 #1 Total:	50.00								
	BEXSON, JEFFERY Total	150.00								
CINTAS FIRST AID & SAFETY CINTAS 8408330872 01-53-529-000 Miscellaneous Supplies	6/23/2026	72.33	0.00	06/23/2026	First Aid Cabinet/Streets				No	0
	8408330872 Total:	72.33								
	CINTAS FIRST AID & SA	72.33								
CONSOLIDATED PIPE & SUPPLY CO INC CPS IL06419776 01-53-620-002 Infrastructure Improvements	6/23/2026	495.60	0.00	06/23/2026	Black Pipe PEB 21'/streets				No	0
	IL06419776 Total:	495.60								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	CONSOLIDATED PIPE &	495.60							
CORE & MAIN LP									
COREMAIN									
INV0024421	6/23/2026	351.27	0.00	06/23/2026				No	0
02-70-552-000 Tools/Equipment	Brush top can/Hydro hitch/hydrant lubricant/water								
	INV0024421 Total:	351.27							
	CORE & MAIN LP Total:	351.27							
DTW INC									
DTW									
11609	6/23/2026	65.10	0.00	06/23/2026				No	0
01-50-512-002 IT Services	Monitor backupjob								
	11609 Total:	65.10							
	DTW INC Total:	65.10							
FASTENAL									
FASTENAL									
ILJOL238488	6/23/2026	139.03	0.00	06/23/2026				No	0
02-70-529-000 Office Supplies	Whit Roll Towel/water								
	ILJOL238488 Total:	139.03							
	FASTENAL Total:	139.03							
FISHER AUTO PARTS-C.CASSIDY									
FISHER									
311-657682	6/23/2026	57.59	0.00	06/23/2026				No	0
02-70-537-000 Maintenance - Vehicles	Oil Change/water								

\*\*\* means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	311-657682 Total:	57.59							
	FISHER AUTO PARTS-C	57.59							
FLOCK GROUP INC									
FLOCKSAF									
INV-95851	6/23/2026	9,000.00	0.00	06/23/2026				No	0
01-52-512-005 Contractual Service				Flock Safety LPR/Police					
	INV-95851 Total:	9,000.00							
	FLOCK GROUP INC Tot	9,000.00							
HALL SIGNS									
HALLSIGN									
168635	6/23/2026	19,013.60	0.00	06/23/2026				No	0
01-53-620-002 Infrastructure Improvements				"4" Ball Finial/ 4" Sign base/sign backer/decorative street					
	168635 Total:	19,013.60							
	HALL SIGNS Total:	19,013.60							
HERITAGE FS INC									
HERITAGE									
32020240	6/23/2026	743.16	0.00	06/23/2026				No	0
01-53-542-000 Fuel - Diesel				Diesel Fuel/Streets					
32020240	6/23/2026	743.16	0.00	06/23/2026				No	0
02-70-542-003 Fuel - Gasoline				Diesel Fuel/Water					
	32020240 Total:	1,486.32							
	HERITAGE FS INC Total:	1,486.32							
HYSEL, PAMELA									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
HYSEL										
857231	6/23/2026	165.00	0.00	06/23/2026	Cleaning/City Hall				No	0
01-50-535-000 Maintenance - Building										
857231	6/23/2026	185.00	0.00	06/23/2026	Cleaning/Police				No	0
01-52-535-000 Building Maintenance										
	857231 Total:	350.00								
	HYSEL, PAMELA Total:	350.00								
JOHN KASPEREK CO INC										
KASPJ										
4128	6/23/2026	952.40	0.00	06/23/2026	Ap Billing Preparation/Admin				No	0
01-50-512-001 Accounting Services										
4128	6/23/2026	952.40	0.00	06/23/2026	Ap Billing Preparation/Zoning				No	0
01-51-512-001 Accounting Services										
4128	6/23/2026	952.40	0.00	06/23/2026	Ap Billing Preparation/Police				No	0
01-52-512-001 Accounting Services										
4128	6/23/2026	952.40	0.00	06/23/2026	Ap Billing Preparation/Streets				No	0
01-53-512-001 Accounting Services										
4128	6/23/2026	952.40	0.00	06/23/2026	Ap Billing Preparation/water				No	0
02-70-512-001 Accounting Services										
	4128 Total:	4,762.00								
4129	6/23/2026	2,196.20	0.00	06/23/2026	Monthly accounting/bank rec/payroll/audit/Admin				No	0
01-50-512-001 Accounting Services										
4129	6/23/2026	2,196.20	0.00	06/23/2026	Monthly accounting/bank rec/payroll/audit/Zoning				No	0
01-51-512-001 Accounting Services										
4129	6/23/2026	2,196.20	0.00	06/23/2026	Monthly accounting/bank rec/payroll/audit/Police				No	0
01-52-512-001 Accounting Services										
4129	6/23/2026	2,196.20	0.00	06/23/2026	Monthly accounting/bank rec/payroll/audit/Streets				No	0
01-53-512-001 Accounting Services										
4129	6/23/2026	2,196.20	0.00	06/23/2026	Monthly accounting/bank rec/payroll/audit/water				No	0
02-70-512-001 Accounting Services										
	4129 Total:	10,981.00								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	JOHN KASPEREK CO IN	15,743.00							
MAHONEY SILVERMAN & CROSS LLC MAHONEY									
78409	6/23/2026	300.00	0.00	06/23/2026	1121 N/ Division Street			No	0
01-51-511-001 Fees - Legal									
	78409 Total:	300.00							
78410	6/23/2026	675.00	0.00	06/23/2026	585 W/ Main			No	0
01-50-511-001 Fees - Legal									
	78410 Total:	675.00							
78411	6/23/2026	2,945.75	0.00	06/23/2026	Administration			No	0
01-50-511-001 Fees - Legal									
	78411 Total:	2,945.75							
78412	6/23/2026	3,150.00	0.00	06/23/2026	Altiery vs Braidwood			No	0
01-50-511-001 Fees - Legal									
	78412 Total:	3,150.00							
78413	6/23/2026	750.00	0.00	06/23/2026	Bauer & Dorazio Development			No	0
01-50-511-001 Fees - Legal									
	78413 Total:	750.00							
78414	6/23/2026	618.75	0.00	06/23/2026	Building/planning/zoning			No	0
01-50-511-001 Fees - Legal									
	78414 Total:	618.75							
78415	6/23/2026	168.75	0.00	06/23/2026	Code Enforcement			No	0
01-52-511-001 Fees - Legal									
	78415 Total:	168.75							
78419	6/23/2026	787.50	0.00	06/23/2026	Meetings			No	0
01-50-511-001 Fees - Legal									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
78419 Total:		787.50							
78420	6/23/2026	281.25	0.00	06/23/2026				No	0
01-52-511-001 Fees - Legal				Police Matters					
78420 Total:		281.25							
78421	6/23/2026	337.50	0.00	06/23/2026				No	0
01-50-511-001 Fees - Legal				Public Properties/Admin					
78421 Total:		337.50							
78422	6/23/2026	225.00	0.00	06/23/2026				No	0
01-51-511-001 Fees - Legal				Secure Truck Lines					
78422 Total:		225.00							
78423	6/23/2026	112.50	0.00	06/23/2026				No	0
13-10-512-000 Services - Other Professional				TIF 3					
78423 Total:		112.50							
78425	6/23/2026	1,697.50	0.00	06/23/2026				No	0
01-52-511-001 Fees - Legal				Traffic					
78425 Total:		1,697.50							
78994	6/23/2026	112.50	0.00	06/23/2026				No	0
01-50-511-001 Fees - Legal				Personnel/Admin					
78994 Total:		112.50							
MAHONEY SILVERMAN		12,162.00							
MOE FUNDS - A/R DEPT WELFARE									
Jul-26	6/23/2026	1,099.00	0.00	06/23/2026				No	0
02-70-501-001 Medical/Dental/Life				06739 Medical Local 150/Water					
Jul-26	6/23/2026	2,198.00	0.00	06/23/2026				No	0
01-53-501-001 Medical/Dental/Life				06739 Medical Local 150/Streets					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
Jul-26	6/23/2026	4,396.00	0.00	06/23/2026					No	0
01-53-501-001 Medical/Dental/Life					06740 Medical Local 150/Streets					
Jul-26	6/23/2026	4,396.00	0.00	06/23/2026					No	0
02-71-501-001 Health & Life Insurance					06740 Medical Local 150/Sewer					
Jul-26	6/23/2026	6,704.00	0.00	06/23/2026					No	0
01-53-501-001 Medical/Dental/Life					06741 Medical Local 150/Streets					
Jul-26	6/23/2026	3,352.00	0.00	06/23/2026					No	0
02-70-501-001 Medical/Dental/Life					06741 Medical Local 150/Water					
Jul-26 Total:		22,145.00								
MOE FUNDS - A/R DEPT		22,145.00								
NCPERS GROUP LIFE INS-MEMBER BENEFITS										
NCPERS										
3919062026-corr	6/23/2026	64.00	0.00	06/23/2026					No	0
01-00-202-017 Life Insurance					June 2026 Employee Life Deduction					
3919062026-corr Total:		64.00								
3919072026	6/23/2026	64.00	0.00	06/23/2026					No	0
01-00-202-017 Life Insurance					July 2026 Employee Life Deduction					
3919072026 Total:		64.00								
NCPERS GROUP LIFE IN		128.00								
NICOR GAS										
NICOR										
5-26 #2	6/23/2026	72.91	0.00	06/23/2026					No	0
01-57-515-001 Utilities-Depot/FP/Rte66/AL					3914527 07-47-80-9521 4 112S CENTER 4/28-5/28/26					
5-26 #2	6/23/2026	653.38	0.00	06/23/2026					No	0
02-70-515-001 Utilities - Gas/Electric					3076871 38-35-81-2000 4 908N SCHOOL 4/1-5/1/26					
5-26 #2 Total:		726.29								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
NICOR GAS Total:		726.29							
OTTOTSEN DINOLFO HASENBALG & CASTALDO LTD									
OTTOTSEN									
22337	6/23/2026	82.50	0.00	06/23/2026				No	0
01-50-511-001 Fees - Legal	Finalize Draft/Admin								
22337 Total:		82.50							
OTTOTSEN DINOLFO HA									
PAYCOR INC									
PAYCOR									
INV072110451	6/23/2026	114.00	0.00	06/23/2026				No	0
01-50-512-003 Other Professional Services	Payroll Processing/Admin								
INV072110451	6/23/2026	266.00	0.00	06/23/2026				No	0
01-52-512-003 Other Professional Services	Payroll Processing/Police								
INV072110451	6/23/2026	190.00	0.00	06/23/2026				No	0
01-53-512-003 Other Professional Services	Payroll Processing/Streets								
INV072110451	6/23/2026	190.00	0.00	06/23/2026				No	0
02-70-512-000 Other Professional Services	Payroll Processing/Water								
INV072110451 Total:		760.00							
PAYCOR INC Total:		760.00							
RAY OHERRON									
O HERRON									
2481968	6/23/2026	189.60	0.00	06/23/2026				No	0
01-52-506-002 Uniforms/ Union	HLSTR/STX/PL RH/ G19G5 MOS TLR1/police/Coronelli								
2481968 Total:		189.60							
RAY OHERRON Total:		189.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
SPRINGBROOK SOFTWARE INC										
SPRBRK										
INV-024116	6/23/2026	1,201.00	0.00	06/23/2026	Civic Pay/PayPad fee				No	0
02-70-536-101 Maintenance-Svc. Agree-Water										
INV-024116 Total:		1,201.00								
SPRINGBROOK SOFTW		1,201.00								
STORINO, RAMELLO & DURKIN LAW										
STORINO	6/23/2026	107.50	0.00	06/23/2026	General Labor and Employment Matters/Police				No	0
95093										
01-52-511-001 Fees - Legal	6/23/2026	552.70	0.00	06/23/2026	General Labor and Employment Matters/Police				No	0
95093										
01-50-511-001 Fees - Legal					General Labor and Employment Matters/City					
95093 Total:		660.20								
STORINO, RAMELLO & D		660.20								
TELETECH COMMUNICATIONS INC										
TELETECH										
112052	6/23/2026	259.70	0.00	06/23/2026	Phones 05/01-05/31/26				No	0
01-50-620-000 Equipment Purchases										
112052 Total:		259.70								
TELETECH COMMUNIC		259.70								
THOMPSON ELECTRIC CO										
TEC										
107348	6/23/2026	583.61	0.00	06/23/2026	Service Call:100830/water				No	0
02-70-535-000 Maintenance - Building										
107348 Total:		583.61								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	THOMPSON ELECTRIC	583.61							
TRANSUNION RISK & ALTERNATIVE									
TRANUNION									
5470341-202605-	6/23/2026	309.00	0.00	06/23/2026				No	0
01-52-512-003 Other Professional Services	May 2026/Police								
	5470341-202605- Total:	309.00							
TRANSUNION RISK & A		309.00							
Union Hill Sales & Service Inc									
UNIONHIL									
05.22.2026	6/23/2026	10,000.00	0.00	06/23/2026				No	0
01-53-620-000 Equipment Purchases	Model DSO8/50								
05.22.2026	6/23/2026	5,664.00	0.00	06/23/2026				No	0
01-53-536-000 Maintenance - Equipment	Model DSO8/50								
	05.22.2026 Total:	15,664.00							
Union Hill Sales & Service		15,664.00							
VESTIS									
VESTIS									
6030525541	6/23/2026	36.71	0.00	06/23/2026				No	0
01-50-512-003 Other Professional Services	Mats City Hall								
6030525541	6/23/2026	31.62	0.00	06/23/2026				No	0
02-70-535-000 Maintenance - Building	Mats Sewer								
	6030525541 Total:	68.33							
VESTIS Total:		68.33							
WHITMORE ACE HARDWARE									
WHITMORE									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
273631	6/23/2026	34.99	0.00	06/23/2026	Hose Flexogen				No	0
01-53-535-000 Maintenance-Building										
273631 Total:		34.99								
273633	6/23/2026	8.59	0.00	06/23/2026	Vert GFCI CVR				No	0
01-53-535-000 Maintenance-Building										
273633 Total:		8.59								
273635	6/23/2026	62.58	0.00	06/23/2026	Hitch for Car 4				No	0
01-55-529-000 Supplies & Misc Expenses										
273635 Total:		62.58								
273650	6/23/2026	4.99	0.00	06/23/2026	Saw Kit				No	0
01-53-552-000 Tools/Equipment										
273650 Total:		4.99								
273661	6/23/2026	8.33	0.00	06/23/2026	Wall Plates				No	0
01-50-535-000 Maintenance - Building										
273661 Total:		8.33								
273664	6/23/2026	5.36	0.00	06/23/2026	Wall Plates				No	0
01-50-535-000 Maintenance - Building										
273664 Total:		5.36								
273674	6/23/2026	17.98	0.00	06/23/2026	Nutdriver/rag				No	0
02-70-552-000 Tools/Equipment										
273674 Total:		17.98								
273697	6/23/2026	8.99	0.00	06/23/2026	Lin Cabl				No	0
01-52-535-000 Building Maintenance										
273697 Total:		8.99								
273699	6/23/2026	9.59	0.00	06/23/2026	Fitting to water Flower				No	0
01-50-527-300 Route 66-Various Expenses										
273699 Total:		9.59								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
		9.59								
273699 Total:		9.59								
273711	6/23/2026	20.36	0.00	06/23/2026	Walplate/togl switch				No	0
01-52-535-000 Building Maintenance										
273711 Total:		20.36								
273714	6/23/2026	19.99	0.00	06/23/2026	Valve				No	0
01-50-535-000 Maintenance - Building										
273714 Total:		19.99								
273720	6/23/2026	14.99	0.00	06/23/2026	Stud Sensor				No	0
01-50-535-000 Maintenance - Building										
273720 Total:		14.99								
273722	6/23/2026	51.76	0.00	06/23/2026	Cable/connector Crimp/battery				No	0
01-50-535-000 Maintenance - Building										
273722 Total:		51.76								
273724	6/23/2026	-5.99	0.00	06/23/2026	Return 273711				No	0
01-52-535-000 Building Maintenance										
273724 Total:		-5.99								
273738	6/23/2026	32.24	0.00	06/23/2026	Hillman/Stud Finder				No	0
01-52-535-000 Building Maintenance										
273738 Total:		32.24								
273740	6/23/2026	16.99	0.00	06/23/2026	Valve				No	0
01-50-535-000 Maintenance - Building										
273740 Total:		16.99								
273762	6/23/2026	11.18	0.00	06/23/2026	Poster Strips				No	0
01-52-512-500 Misc - expenditures										
273762 Total:		11.18								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
273763	6/23/2026	51.75	0.00	06/23/2026	Picture hang strips				No	0
01-52-512-500 Misc - expenditures										
273763 Total:		51.75								
273783	6/23/2026	17.18	0.00	06/23/2026	Hose bard				No	0
01-53-529-000 Miscellaneous Supplies										
273783 Total:		17.18								
273786	6/23/2026	14.99	0.00	06/23/2026	Tap &DRBT				No	0
01-53-552-000 Tools/Equipment										
273786 Total:		14.99								
273791	6/23/2026	14.98	0.00	06/23/2026	Zip ties				No	0
01-50-535-000 Maintenance - Building										
273791 Total:		14.98								
273798	6/23/2026	3.30	0.00	06/23/2026	Screws				No	0
01-52-512-500 Misc - expenditures										
273798 Total:		3.30								
273822	6/23/2026	25.98	0.00	06/23/2026	Flush lever				No	0
01-52-512-500 Misc - expenditures										
273822 Total:		25.98								
273826	6/23/2026	26.99	0.00	06/23/2026	All season hose				No	0
01-50-527-300 Route 66-Various Expenses										
273826 Total:		26.99								
273826/751167	6/23/2026	19.96	0.00	06/23/2026	Key Kwikset				No	0
01-57-535-200 R&M-Food Pantry										
273826/751167 Total:		19.96								
273832	6/23/2026	16.99	0.00	06/23/2026	Spray adhesive				No	0
01-52-512-500 Misc - expenditures										

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description	Task Label	Type	PO #	Close PO	Line #
Account Number							Reference			
	273832 Total:	16.99								
J09211	6/23/2026	-16.91	0.00	06/23/2026					No	0
	01-53-552-000 Tools/Equipment				3/11/2026 overpayment					
	J09211 Total:	-16.91								
	WHITMORE ACE HARD	498.13								
	WILL COUNTY RECORDER									
WCRCRDR										
R2026027981	6/23/2026	71.00	0.00	06/23/2026					No	0
	02-70-512-000 Other Professional Services				Recording Lien 232 S Cook St					
	R2026027981 Total:	71.00								
	WILL COUNTY RECORD	71.00								
	Report Total:	108,834.36								



**ORDINANCE NO. 2026-41**

**ORDINANCE APPROVING AND AUTHORIZING THE CITY OF BRAIDWOOD  
TO ENTER INTO AND FOR THE MAYOR TO EXECUTE  
AGREEMENTS WITH JACK HENRY**

**WHEREAS**, the City of Braidwood (the “City”) is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, under Article VIII Section 1(a) of the Illinois Constitution, the City is authorized to enter into contracts for a valid public purpose; and

**WHEREAS**, after being available for public inspection with the City Clerk for at least a week prior to the date of this Ordinance, the City hereby finds that it is a public purpose and benefit to the City to enter into the agreement set forth in the agreements with Jack Henry, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BRAIDWOOD AS FOLLOWS:

**SECTION 1: AUTHORIZATION AND EXECUTION**

The Master Agreement and incorporated exhibits with Jack Henry, attached hereto as Exhibit A (collectively referred to as the “Agreement”) are hereby approved by the Mayor and City Council for the City of Braidwood, and the Mayor or two Commissioners for the City of Braidwood are hereby authorized to sign such agreement.

**SECTION 2: SEVERIBILITY**

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

**SECTION 3: REPEALER**

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

**SECTION 4: EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage, approval, publication, and filing with the City Clerk as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

	AYE	NAY	ABSTAIN	ABSENT
Commissioner Elizabeth Dixon	_____	_____	_____	_____
Commissioner Warren Wietting	_____	_____	_____	_____
Commissioner James Mikel, Jr.	_____	_____	_____	_____
Mayor Todd Lyons	_____	_____	_____	_____
Commissioner Dale Walsh	_____	_____	_____	_____

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
Jack Henry Agreement

**Master Terms and Conditions**  
**(Government Customers)**

**1. DEFINITIONS**

**“Customer”** means the government customer identified in this Master Agreement.

**“Documentation”** means all installation, operating instruction and end user manuals, in hard copy or electronic form, provided by JH with the Software programs to support the use and operation of the Software programs.

**“Enhancements”** mean new Software program or Services features or functions provided by JH to Customer and other JH customers as part of Maintenance which are not licensed or sold by JH separately for an additional Software license or Services subscription fee payable by its customers generally. Once installed by Customer, Enhancements become an integrated part of the Software or Services, as applicable.

**“Error”** means any material defect or malfunction of a Software product or Services that causes the Software or Services not to operate in accordance with the Documentation.

**“Hardware”** means any third party computers, scanners, peripherals or other equipment offered by JH to Customer and any third party operating system, database, firmware and other software programs that may be installed on the Hardware and used to operate the Hardware.

**“JH”** means Jack Henry & Associates, Inc. and/or its subsidiary or affiliated companies who have executed the Master Agreement and provide the Solution, Maintenance and Professional Services to Customer under the Master Agreement

**“Maintenance”** means the standard Software or Services maintenance support deliverables provided by JH to Customer as further specified in an Exhibit or Schedule to this Master Agreement.

**“Professional Services”** means any installation, conversion, customization, consulting, training or other services performed by JH to assist in Customer's implementation of the Solution.

**“Services”** means any solution-based service offering other than Professional Services which is identified in the Exhibit or Schedule and is owned by JH.

**“Software”** means the JH software programs identified in the Exhibit or Schedule; Documentation accompanying the software programs; and all Enhancements, Updates, Upgrades, customizations, modifications of the software programs and Documentation.

**“Solution”** means any combination of Software, Third Party Software, Services, Third Party Services and Hardware which are provided by JH to Customer under the Master Agreement.

**“Third Party Services”** shall mean any service offering which is identified as a Third Party Services offering in the Exhibit or Schedule and is owned by a party other than JH.

**“Third Party Software”** means any software program and accompanying documentation that is identified as a Third Party Software product in the Exhibit or Schedule and is owned and licensed by a party other than JH.

**“Updates”** means periodic program fixes, patches and releases issued by JH to correct Errors reported in the Software programs or Services as part of standard Maintenance. Once installed by Customer, Updates become an integrated part of the Software or Services, as applicable.

**“Upgrades”** means new versions of the Software or Services issued by JH which include major new features and functionality for which JH requires the payment of a separate Software license or Services subscription fee from its customers generally.

**2. SCOPE OF AGREEMENT**

**2.1** These Standard Terms and Conditions pertain to Software licenses, Services and Hardware acquired by Customer from JH and associated Maintenance and Professional Services that may be acquired by Customer from JH with respect to installation and implementation of the Software, Services and Hardware. Each Software license, Services and Hardware acquisition transaction will be identified in an Exhibit, Attachment, Addendum or Schedule to this Master Agreement (“Exhibit or Schedule”).

**2.2** With respect to Third Party Software licensed or Third Party Services acquired by Customer from JH, the third party owner's software license agreement or services agreement accompanying the Third Party Software or Third Party Services will govern Customer's use. For a particular Software or Services offering, a supplemental exhibit or addendum document may be included with the Master Agreement.

**3. FEES**

**3.1** Customer shall pay to JH the fees and expenses identified in the Master Agreement for the Solution, Maintenance and Professional Services delivered by JH to Customer which conform to the Master Agreement.

**3.2** Customer shall promptly reimburse JH for all actual, reasonable out-of-pocket expenses incurred by JH's personnel traveling to and from Customer's site to perform Professional Services with approval from Customer. JH has established travel policy guidelines that it requires its personnel to abide by and will provide a copy at Customer's request. If the Master Agreement indicates a not-to-exceed amount for these reimbursable expenses, JH will limit its billing of its reimbursable expenses to the agreed limit. JH will incur these expenses in accordance with JH's corporate travel policies and procedures and will invoice these expenses to Customer on a monthly basis as incurred. With its invoices, JH will provide documentation of all reimbursable travel expenses charged to Customer.

**3.3** The parties recognize that Customer is a government entity and as a result JH will not invoice Customer for sales or use taxes pertaining to the transactions identified in the Master Agreement on the basis of Customer's status as a tax-exempt entity. If, however Customer is not exempt from the obligation to pay such taxes for the items or services provided by JH to Customer under the Master Agreement, JH will invoice Customer and Customer shall be solely responsible to pay all such taxes imposed by another government entity on the transactions completed under the Master Agreement, except for taxes based on JH's revenue or income.

**4. GRANT OF LICENSES AND USAGE RIGHTS TO SOFTWARE AND SERVICES**

**4.1** Software Licenses and Usage Rights. In consideration of Customer's payment of the Software license fees identified in the Exhibit or Schedule, JH grants to Customer a non-transferable (except as authorized herein) and non-exclusive license or usage right to install the Software internally and access and use the Software solely for its internal operations, in accordance with the scope, configuration and quantity of the Software licenses identified in the Exhibit or Schedule and pursuant to these Standard Terms and Conditions. For Software designated as server-based Software, Customer shall be entitled to install, access and use the Software programs on a single server computer located at Customer's site listed in the Exhibit or Schedule. Customer may transfer the installation of the Software programs to another server at Customer's site by giving JH prior written notice and the full installation details of the new Customer site of the installation. For Software designated as being workstation-based Software, Customer may install the Software programs on the number of Customer-owned client workstations and access the Software programs up to the maximum limit of the authorized users shown in the Exhibit or Schedule for the workstation licenses purchased by Customer. If the Software license has an annual license term, the annual Software license fee includes standard Maintenance provided by JH for the Software products.

**4.2** U.S. Government Rights. If Customer is a U.S. government entity, the Software products and/or Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d)

of the Commercial Computer Software—Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable.

**4.3 Software License and Usage Right Term Period:**

(a) License and Usage Right Term Options. As shown in JH's quotation of Software licensing or usage rights options to Customer, JH may offer the Software products for Customer's use for the duration of any of the following license or usage right term periods:

- (1) Twenty five (25) year license term, which requires the payment of a one-time license fee to JH for Customer's use of the Software over this period. Annual Software Maintenance fees are charged separately from this one-time license fee.
- (2) Twelve (12) month license term ("Annual Term"), which is renewable for successive twelve month periods and requires the payment of an annual license fee to JH for Customer's use of the Software over this period. Annual Software Maintenance fees are included as part of the Annual Term license fees paid by Customer.
- (3) Monthly Usage right term ("Monthly Usage Term"), which is renewable on a calendar monthly basis and requires the payment of a monthly usage fee to JH for Customer's use of the Software over this period. Software Maintenance fees are included as part of the Monthly Usage Term fees paid by Customer.

The type and duration of Software licenses acquired by Customer will be specified in the Exhibit or Schedule. JH reserves the right to not offer any of the foregoing Software license term options for specific Software products. If no Software license term is specified in the Exhibit or Schedule, then the license term period for the Software shall be deemed to be for an Annual Term.

(b) License Term Commencement: For all Software licensed under the Master Agreement, the term of the Software license granted to Customer shall be for the period specified in the Exhibit or Schedule, commencing on the following date as applicable (the "Commencement Date"):

- (1) If Customer has contracted with JH to install the Software at Customer's location, then the effective date of the license shall be the date that the Software has been installed and tested by JH and is first made available to Customer for use in its production environment.
- (2) If Customer has not contracted with JH to install the Software at Customer's location, then the effective date of this initial license of the Software shall be the date of JH's delivery of the Software to Customer.
- (3) If Customer has contracted with JH to install and use the Software as part of processing services or a hosted service to be provided by JH to Customer via a remote Customer connection to JH's data center or hosted service center used by JH to provide the Software to Customer, then the effective date of the license or usage right shall be the date that the Software has been installed and tested by JH and is first made available to Customer for use in its production environment.

(c) Annual Term Licenses.

(1) For Annual Term Software licenses, after completion of the initial Annual Term of the Software license, the Software license may be renewed by Customer for additional Annual Terms as follows:

- (A) JH will provide Customer with a quotation or invoice of the Annual Term license fees due for the next following Annual Term license period for the Software then licensed by Customer. JH shall provide this written quotation or invoice to Customer no later than sixty (60) days prior to the Annual Term license renewal anniversary date. The Annual Term Software license fee will not be increased by JH by more than four and half percent (4.5%) over the preceding Annual Term Software license fee for the same scope and configuration of the Software licenses, except as provided in Section 4.5 below. If JH does not notify Customer of an increase in the Annual Term license fees, then the renewal Annual Term license fees shall be the same as the Annual Term license fees paid by Customer for the Annual Term period immediately preceding the renewal Annual Term period.
- (B) Customer may contract for the Annual Term license renewal by (i) issuing a purchase order to JH prior to the next renewal Annual Term anniversary date for the Software license, which indicates an Annual Term license renewal for the Software products, or (ii) paying the invoice received from JH for the renewal Annual Term license no later than the renewal anniversary date.

(2) Withdrawal of Annual Term Licenses: After completion of the first full initial Annual Term license period, JH reserves the right to withdraw the availability of the Annual Term licenses of any or all of the Software products licensed by Customer, by giving Customer written notice of non-renewal of the Annual Term licenses at least one hundred eighty (180) days prior to the next renewal anniversary date.

(3) Prorated Initial Annual Renewal Term: After completion of the first Annual Term, JH reserves the right to prorate the Annual Term so that it will expire on the next following July 1 and each Annual Term will commence on July 1 thereafter. In this instance, JH will issue a partial year invoice to Customer covering this prorated Annual Term period, and issue regular full Annual Term invoices to Customer thereafter.

(d) Monthly Usage Term: For Monthly Usage Term transactions, the Monthly Usage Term will automatically renew on a calendar monthly basis, until such time that either Customer or JH shall terminate the Monthly Usage term by giving at least ninety (90) days prior written notice of termination. Each monthly fee will be due and payable by Customer in advance no later than the first day of each calendar month during the term of the Monthly Usage Term.

**4.4 Services Subscription Term:** For Services acquired under the Master Agreement, the subscription term of the Services granted to Customer shall be for the period specified in the Exhibit or Schedule, commencing on the date that the Services have been installed and tested by JH and are first made available to Customer for use in its production environment (the "Commencement Date"). If no Services subscription term is specified in the Exhibit or Schedule and the Services are being acquired by Customer for use with Software licensed under the Master Agreement, then the initial subscription term for the Services shall be for a period of one (1) year and automatically renewed for additional terms of one (1) year each unless terminated by either party giving the other party at least ninety (90) days written notice of termination prior to the annual renewal anniversary date.

**4.5** Additional Software or Services fees will be due and payable by Customer to JH for using the Software or Services to process the data or requirements of entities other than Customer; for an increase in the scope, configuration or quantity of its existing Software licenses or Services; or for licensing or acquiring additional Software products or Services. The Software and Services are licensed and provided for use in Customer's production environment. If Customer wishes to utilize the Software or Services in its nonproduction environments, such as development, testing, or disaster recovery, additional Software license or usage rights fees or Services fees may be charged by JH for such use.

**4.6** Except as authorized by law or in these Standard Terms and Conditions, the Software licenses or Services acquired by Customer may not be assigned, sublicensed, or otherwise transferred or copied in any manner by Customer to any other entity without the prior written consent of JH. The Software or Services may not be used by Customer in a timesharing, rental, ASP/hosted or service bureau environment to provide access to the Software or Services to a third party, without the prior written consent of JH. Customer shall be authorized to make a reasonable number of copies of the Software for its archival or back-up purposes only. Customer may print a reasonable number of hard copies of the online Documentation for the sole reference and use by individual users of the Software within Customer's organization. All authorized copies of the Software programs or Documentation made by Customer shall include all of the proprietary notices and legends included by JH or its licensors on the original Software programs and Documentation.

**4.7** Customer shall not disassemble, reverse engineer, decompile or perform any other action to determine the source code of the Solution except to the extent such action is authorized by applicable law, nor shall Customer create any derivative works from the Solution. Customer shall not remove or alter proprietary notices or legends placed by JH or its licensors on any of the Solution or on other materials associated with the Solution.

**4.8** If Customer wishes to provide access to any features or functions performed by the Software or Services to any third party provider in order to establish interoperability between JH's Software or Services and the third party's products or services, Customer will first require the third party provider to sign JH's standard confidentiality agreement provided by JH for this purpose, authorizing the third party provider's use of and access to the Software or Services.

**4.9** Customer covenants and warrants to JH that all third parties granted access to or use of the Software or Services by Customer shall abide by and be bound to comply with the provisions of the Master Agreement and these Standard Terms and Conditions as though they were the Customer. Customer accepts full responsibility and liability to JH for any breach of the Master Agreement or these Standard Terms and Conditions committed by the third party who is granted access to the Software by Customer. A breach of the Master Agreement or these Standard Terms and Conditions committed by a third party granted access to the Software by Customer shall be deemed to be a breach committed by Customer. JH and its licensors shall be deemed to be intended third party beneficiaries of any written agreement between Customer and a third party to whom Customer has granted access to the Software or Services, to enable JH and its licensors at their election to enforce the terms of the Master Agreement and protect their rights to the Software and Services directly against the third party.

**4.10** For any Third Party Software or Third Party Services identified in the Exhibit or Schedule, the licenses and rights granted to Customer for use of the Third Party Software or Third Party Services will be specified in and governed by one of the following:

- (a) Supplemental terms and conditions appended to the Master Agreement which apply solely to the Third Party Software or Third Party Services involved; or
- (b) a separate software license agreement or services agreement provided by the owner of the Third Party Software or Third Party Services which the owner requires to be signed or acknowledged by Customer prior to being granted access to the Third Party Software or Third Party Services.

JH makes no separate grant of licenses or rights or extends any product or services warranties, indemnities and liabilities for Third Party Software or Third Party Services to Customer. Any warranties or indemnities provided by the owner of the Third Party Software or Third Party Services in its standard software end-user license agreement or services agreement shall exclusively apply to the product or services. To the extent authorized by the owner of the Third Party Software or Third Party Services, JH shall pass through to Customer for Customer's benefit all end-user software warranties and indemnities that the owner of the Third Party Software or Third Party Services provides directly to JH.

**4.11** Not more than once each calendar year during the term of the Master Agreement, JH or its audit representatives may at JH's expense conduct an audit at Customer's site upon at least fifteen (15) days prior written notice to verify that Customer's use of the Solution conforms to the terms of the Master Agreement and these Standard Terms and Conditions. If an audit uncovers wrongful use or copying of the Solution by Customer, Customer shall pay to JH the then-current fees due for the additional copying and usage of the Software or Services. Further, if the additional fees associated with Customer's wrongful copying or usage of the Solution exceeds 120% of the fees paid by Customer for its licensed Solution installation, Customer shall reimburse JH for its reasonable costs of performing the audit.

## **5. HARDWARE ACQUISITION TERMS**

**5.1** All Hardware sold by JH to Customer under the Master Agreement is manufactured by third parties. Upon mutual execution of the Exhibit or Schedule, JH will place an order for the Hardware with the third party manufacturer of the Hardware or its distributor or dealer for delivery of the Hardware to Customer. The Hardware will conform to the then-current published written technical specifications of the Hardware provided by JH to Customer immediately prior to execution of the Exhibit or Schedule. In the event that Customer requests a change in the order specifications or Hardware configuration details after JH's placement of the order with the third party Hardware provider, Customer shall reimburse JH for any rework charges levied by the third party Hardware provider. Customer acknowledges that a Hardware manufacturer may reserve the right to include new and used parts in its Hardware, and that a Hardware manufacturer or provider may provide Hardware that has been previously installed, but for which a full warranty is provided by the Hardware manufacturer or provider for the Hardware.

**5.2** The Hardware will be delivered to Customer at the Customer location specified in the Exhibit or Schedule, unless a different location has been agreed in writing between Customer and JH. Unless otherwise indicated in the Exhibit or Schedule, Customer will be responsible for performing the installation of the Hardware at Customer's location. If Customer has contracted with JH to perform the installation, Customer will provide a suitable location, environment and equipment for the installation and will assist in unpacking, moving and locating the Hardware, as requested by the installer. Customer will pay JH or the installer (as the case may be) its then current installation services fees and reimbursable reasonable out-of-pocket travel expenses.

**5.3** Customer will be solely responsible for providing all components in its information technology environment necessary to install and operate the Hardware in accordance with its published technical specifications, including but not limited to WAN/LAN network connectivity and management, switches, Ethernet drops, patch cables, UPS and Surge Protection, Rack Units, Rack mounting, Virus and Firewall protection. Products and/or services associated with fulfillment of these responsibilities may be purchased separately from JH. Microsoft may require Customer to acquire a Service Provider License Agreement for any Microsoft licensed products to be used for Commercial Hosting.

**5.4** Customer accepts sole responsibility for (a) its selection and use of the Hardware and programming to be operated with the Hardware to achieve Customer's intended results and the results obtained therefrom; and (b) the selection and use of, and results obtained from, any other equipment, programs, or services used by Customer with the Machines and programming.

**5.5** The prices shown in the Exhibit or Schedule for Hardware are F.O.B. shipping point and do not include any transportation, packing, crating, rigging, storage, warehousing, unloading, or shipment insurance charges, if any, which will be payable separately by Customer. Upon delivery of the Hardware to Customer, JH will invoice Customer for the Hardware and related transportation and shipment insurance charges, which will be due and payable within thirty (30) days following Customer's receipt of the correct and valid invoice.

**5.6** The title and ownership of all Hardware transfers to Customer when delivered by the Hardware provider to the transportation carrier; however, to the extent permitted by applicable law, JH reserves a purchase money security interest in all Hardware delivered to Customer until the Hardware fees identified in Section 5.5 above are paid in full by Customer. If Customer fails to pay all Hardware fees in full when due, JH shall have the right to take possession of the Hardware and remove it from Customer's location, at which event the title to the Hardware will automatically be transferred to JH.

**5.7** JH will advise the Hardware manufacturer or provider of Customer's requested shipping dates, but Customer will accept and abide by any manufacturing or shipping date or sequence of Hardware units to be delivered as established or amended by the Hardware manufacturer or provider. If the scheduled delivery date is extended on request of, or by the action of Customer, then Customer will pay any additional fee or charge assessed by the Hardware manufacturer or provider for such delay as incurred by JH, together with any warehouse charges and other related expense, if any, resulting from such delay. Customer accepts all risk of loss or damage of the Hardware from and after delivery to the transportation carrier. JH or JH's supplier will arrange for shipment insurance coverage against risk of loss or damage to the Hardware while it is in transit to Customer. Such coverage will be at Customer's expense.

**5.8** Prices for the Hardware shall be as shown in the Exhibit or Schedule but are subject to price increases implemented by the Hardware manufacturer or provider prior to the scheduled shipment date of the Hardware. If a price increase is imposed by the Hardware manufacturer or provider prior to shipment of the Hardware, JH will promptly give Customer written notice of the price increase. Customer may cancel its order for the affected Hardware units by written notice immediately delivered to JH, otherwise the Hardware will remain on order but at the new increased sales price.

**5.9** If any of the Hardware units are custom manufactured or configured in a nonstandard manner for Customer's order, Customer acknowledges that JH may be unable to accept return of those Hardware units. Returns of any kind require prior approval by JH and will not be accepted more than fifteen (15) days after shipment to Customer. Approved returns will only be accepted in the original, unopened, shipping container. All approved returns will be subject to a 20% restocking fee payable by Customer.

**5.10** If a Hardware unit is determined to be defective upon delivery to the Customer location, Customer must notify JH within ten (10) days of delivery and receive a defective machine return approval. Defective units may be repaired or replaced under the Hardware manufacturer's warranty or returned for credit at the discretion of JH or the Hardware manufacturer. A restocking fee will not apply to returns of defective equipment approved by JH.

**5.11** The Hardware manufacturer or provider generally offers a separate Hardware maintenance contract for servicing the Hardware acquired by Customer, and in that case, Customer shall have the option of acquiring this Hardware maintenance directly from the manufacturer or provider. JH will have no liability or responsibility to Customer with regard to the separate Hardware maintenance contract between Customer and the manufacturer or provider, even if Customer acquires this Hardware maintenance contract from the Hardware manufacturer or provider through JH under the Exhibit or Schedule.

## **6. WARRANTIES**

**6.1** Software and Services. With respect to Software and Services provided by JH to Customer under the Master Agreement, JH warrants to Customer that:

- (a) For a period of ninety (90) days following JH's initial delivery of the Software or Services to Customer (the "Warranty Period"), the unmodified Software programs or Services will operate in accordance with the Documentation in effect at the time of delivery. If Customer has contracted for JH to perform the Software or Services installation, the Warranty Period will commence on the date that the Software or Services have been installed and tested by JH and first made available to Customer for use in its production environment. Under this warranty, JH will apply commercially reasonable efforts to correct Errors in the Software or Services reported by Customer during the Warranty Period at no extra charge to Customer. If JH does not correct the Errors reported by Customer within thirty (30) days following the expiration of the Warranty Period, Customer may terminate this Agreement and receive a full refund of all fees paid by Customer to JH for the affected Solution components under this Agreement. Errors reported by Customer after expiration of the Warranty Period will be addressed by JH solely in accordance with the provisions of Section 7 (Software and Services Maintenance) below. JH does not warrant that the Solution is Error-free or will operate in an uninterrupted manner.
- (b) The Software and Services shall be provided by JH free and clear of all liens and encumbrances. JH further warrants that it has full power and authority to license and provide the Solution to Customer without the consent of any other person, or in the event such consent is required JH has obtained all required consents. JH will utilize commercially available virus protection software in order to ensure that the Software and Services will be free from known viruses, bombs and other destructive elements which negatively affect Customer's use and operation of the Software and Services.
- (c) Maintenance of the Software and Services will be provided to Customer in a timely and professional manner consistent with technology industry standards for maintenance support of commercial software products and services comparable to the Software licensed and Services acquired by Customer under the Master Agreement.

**6.2** Professional Services. JH warrants that the Professional Services provided by JH to Customer under the Master Agreement will be performed in a timely and professional manner consistent with technology industry standards and in accordance with the requirements and specifications identified in the Exhibit or Schedule or a separate statement of work or services order negotiated and executed between the parties (as applicable).

**6.3** Third Party Software and Services. JH warrants that it has full power and authority to license and provide the Third Party Software and Third Party Services to Customer without the consent of any other party, or in the event such consent is required JH has obtained all required consents.

**6.4** Hardware. JH warrants that (a) it has full power and authority to resell and deliver the Hardware to Customer without the consent of any other party, or in the event such consent is required JH has obtained all required consents; and (b) Hardware installed by JH will be properly installed in accordance with the Hardware manufacturer's installation instructions. JH does not make any other warranties, indemnities or obligations for the Hardware and does not accept any liability for any warranties, indemnities or obligations which may be separately provided by the Hardware manufacturer or provider with respect to the Hardware acquired by Customer from JH under the Master Agreement.

**6.5** THE WARRANTIES STATED IN THIS SECTION 6 ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

JH MAKES NO WARRANTY THAT THE SOFTWARE OR SERVICES WILL BE ERROR FREE OR WILL OPERATE IN AN UNINTERRUPTED MANNER.

## **7. SOFTWARE AND SERVICES MAINTENANCE**

**7.1** During the term of the Exhibit or Schedule, in consideration of Customer's full payment of the fees for the Software, Maintenance and/or the Services subscription fees applicable to the transactions entered into between JH and Customer under the Exhibit or Schedule, JH will provide Customer with the following standard Maintenance for the Software and Services:

- (a) Updates and Enhancements of the Software or Services which are provided by JH to other then-current active Maintenance customers of the Software or Services.
- (b) Customer support help-desk, for the reporting, handling and resolution of Software product errors discovered by Customer. Unless different help desk hours are shown in the Exhibit or Schedule, JH's standard customer support help desk hours are **8:00 am through 5:00 pm, Central US time zone**, Monday through Friday, excluding standard US holidays published by the Federal Reserve System.
- (c) Correction of Errors which prevent normal operation and use of the Software or Services, including the delivery of program error fix releases or PTF's.

**7.2** Customer, at its expense, will provide JH with remote VPN communication access (or comparable remote access technology) to its server on which the Software or Services have been installed to enable JH to perform remote diagnosis and troubleshooting activities relating to the reported Error. If remote dial up access is provided, Customer shall initiate the call for the remote support session. JH shall comply with all IT system access and security policies and procedures communicated by Customer regarding authorized access to its IT systems.

**7.3** JH's provision of standard Maintenance shall apply only to the then-current release of the Software or Services and the immediately preceding release of the Software or Services. Maintenance, if any, offered by JH for older releases of the Software or Services shall be provided under a separate Professional Services purchase order negotiated and executed between JH and Customer and subject to separate charges.

**7.4** Standard Maintenance specifically excludes, and JH will not be liable or responsible to perform Maintenance for, any problems caused or contributed to by the following:

- (a) A Software program or service which was not originally provided by JH, or
- (b) An unauthorized alteration or revision to the Software or Services, or
- (c) Errors that were previously corrected by JH and delivered to Customer in an update release of the Software or Services which has not been installed by Customer, or
- (d) Any problems with data on tape, disk or diskettes which have been caused by defects by hardware manufacturers programming, or
- (e) Failure of Customer to load hardware manufacturers operational/system software new Releases and/or Program Temporary Fixes (PTFs), or
- (f) Errors or problems which are the result of improper operator handling or use.
- (g) As part of its provision of standard Maintenance, JH will not provide retrofitting, reintegration, and recoding of any customization(s) which have been made to the Software or Services in order for the customizations to work with any then-current release version of the Software or Services. Any Professional Services to perform those activities which are agreed between JH and Customer shall be documented in the Exhibit or Schedule or a Statement of Work or services order executed between JH and Customer which includes the project details, scope of services deliverables, and services fees applicable to the Professional Services.

## **8. OWNERSHIP**

**8.1** All Software and Services and other intellectual property provided by JH to Customer shall be and remain the exclusive property of JH and its licensors, subject to the licenses and rights granted to the Customer as defined in the Master Agreement and these Standard Terms and Conditions. All Software provided by JH to Customer under this Agreement is licensed and not sold.

**8.2** All software programs, data, technology and any other intellectual property owned by Customer and its licensors and provided or made accessible to JH under this Agreement shall be and remain the exclusive property of Customer and its licensors.

## **9. TRADE SECRETS**

**9.1** Customer hereby acknowledges that the Software provided by JH under this Agreement incorporates trade secrets of JH and its licensors, and as such is protected by civil and criminal law, is very valuable to JH and its licensors, and that its use must be carefully and continuously controlled. Customer shall use the highest standard of diligence to protect the confidentiality of the Software, but in no event exercising not less than reasonable care, and shall prohibit the unauthorized access to, use or duplication of any of the Software in its possession. Customer shall keep all machine-readable Software in a secure place which is as secure as Customer provides for its most confidential materials of like nature and importance. Customer shall notify JH immediately of any unauthorized disclosure, possession or use of any item supplied by JH under the Master Agreement by any person or organization not authorized by the Master Agreement to have such possession or use. Customer shall promptly furnish JH full details of such possession, use or knowledge, and shall cooperate fully with JH in any litigation against third parties deemed necessary by JH to protect its proprietary rights. Customer's compliance with the above shall not be construed in any way as a waiver of JH's right to recover damages or obtain other relief against Customer for its negligent or intentional harm to the proprietary rights of JH or its licensors or for Customer's breach of its contractual obligations to protect the confidentiality of the Software or Services.

**9.2** If Customer attempts or allows others to attempt to use, copy, duplicate, transcribe or convey the items supplied by JH pursuant to the Master Agreement, in a manner contrary to the terms of the Master Agreement or these Standard Terms and Conditions in derogation of JH's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, JH shall have, in addition to any other remedies available to it at law or equity, the right to seek injunctive relief enjoining such actions. Customer acknowledges that in such instances irreparable harm will occur to JH and its licensors and that other remedies are inadequate.

## **10. CONFIDENTIAL INFORMATION**

**10.1** All Information communicated by one party to the other party regardless of whether marked as confidential or not, including the terms and conditions of this Agreement ("**Confidential Information**"), whether before the effective date or during the term of this Agreement, shall be received in strict confidence and shall be used only for the purposes of this Agreement. Confidential Information shall not be disclosed by the recipient party, its agents or employees without prior written consent of the disclosing party. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of JH or Customer, as the case may be. The receiving party shall apply the same

standard of care with respect to the disclosing party's Confidential Information that it applies to its own Confidential Information of like nature and importance, but in no event applying less than a standard of reasonable care. If Third Party Software or Third Party Services are specified in the Exhibit or Schedule, then JH shall be authorized to disclose the terms and conditions of the Exhibit or Schedule to the owner of the Third Party Software or Third Party Services to fulfill its contract reporting obligations to the third party owner.

**10.2** The receiving party shall be under no obligation with respect to Confidential Information which (a) was in the public domain prior to the receipt of the information by the receiving party, or subsequently becomes part of the public domain by publication or otherwise, except disclosure by or the wrongful act of the receiving party, its owners, officers, directors, employees, agents or representatives; (b) was in the lawful possession of the receiving party prior to its receipt from the disclosing party and was not acquired by the receiving party directly or indirectly from the disclosing party or any of disclosing party's Customers, and the sources of such information had not obtained the information wrongfully and had no obligations of confidentiality or secrecy with respect thereto; (c) was independently developed by the receiving party without access to the Confidential Information; (d) is provided by the disclosing party to another person or party without being subject to an obligation of confidentiality by the other person or party with respect to the information; or (e) is disclosed by the receiving party pursuant to a government or court order requiring such disclosure, provided that the receiving party has first notified the disclosing party of its receipt of the government or court order to disclose the disclosing party's Confidential Information and has given the disclosing party an opportunity to seek a protective order limiting such disclosure without confidentiality obligations. The receiving party has the burden of proving that the Confidential Information was subject to one or more of the above listed exceptions.

**10.3** All information and materials disclosed to Customer at JH's User Group conferences shall be treated as JH's Confidential Information. Nothing in this Section shall be interpreted to preclude or impede Customer's participation in any User Group conference.

**10.4** Notwithstanding the above, Customer is subject to the Illinois Freedom of Information Act and similar federal laws (collectively, "FOIA"), and to comply with FOIA, Customer may be obligated to disclose information that would otherwise qualify as Confidential Information under this Section 10. JH understands and agrees that Confidential Information may be disclosed by Customer consistent with FOIA, provided that Customer promptly notifies JH of the information request upon its receipt, and Customer works with JH to assert any applicable exemptions under FOIA to protect such Confidential Information.

## **11. DATA PRIVACY AND SECURITY**

**11.1** In accordance with data privacy laws and regulations applicable to this Agreement, which may include but not be limited to the Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act ("HIPAA"), JH shall not disclose or permit access to or use of the non-public personal information of Customer or its consumers made available by Customer to JH for any purposes other than those specifically required to fulfill JH's contractual obligations with Customer. JH shall not sell the information regarding Customer's consumers for any reason. In connection with providing services to Customer, JH shall take all commercially reasonable steps to ensure the privacy and security of Customer's and its consumers' information and protect against anticipated threats and hazards to the security of such information. JH shall take all commercially reasonable steps to prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer or its consumers. JH has implemented policies and procedures to ensure the proper disposal of consumer information in accordance with applicable Federal and State requirements. In the event any court or regulatory agency seeks to compel disclosure of the information, JH shall, if legally permissible, promptly notify Customer of the disclosure requirement and will cooperate so that Customer may at its expense seek to legally prevent this disclosure of the information.

**11.2** JH has separately published its data privacy and security compliance commitment to its customers, which corresponds at a minimum to the provisions of this Section 11 as of the effective date of this Agreement. To the extent that additional commitments by JH are reflected in future published versions of this policy, these additional commitments shall be incorporated as part of this Agreement without further actions by the parties. In no event shall a future published data privacy and security compliance statement issued by JH lessen or eliminate any of the commitments by JH stated in [this Section 11](#).

**11.3** If a breach of security results in an unauthorized intrusion into JH's systems which directly and materially affects Customer or its consumers, JH will take appropriate measures to stop the intrusion; report on the intrusion to Customer within a reasonable time after discovery of the intrusion; subsequently report the corrective action taken by JH in response to the intrusion; and provide reasonable assistance to Customer to support any mandatory disclosures about the intrusion by Customer to its consumers required by law. If JH has notified law enforcement agencies about the intrusion, JH may delay its notification of the intrusion to Customer until authorized to do so by the law enforcement agencies.

## **12. DELIVERY OF SOFTWARE AND SERVICES**

If Customer has not contracted with JH to install the Software or Services at Customer's location, delivery of the Software or Services to Customer shall occur within thirty (30) days following (a) the execution of the Exhibit or Schedule, with respect to the Software or Services initially licensed or acquired under the Exhibit or Schedule, and (b) the execution of any follow-on addendum to the Master Agreement, with respect to additional Software or Services licensed or acquired under the Master Agreement.

## **13. PROFESSIONAL SERVICES**

**13.1** Installation Services. If Customer has contracted for JH to install the Solution at Customer's location, JH will install the Solution at Customer's designated data processing center or JH's data processing or hosted service data center (as applicable) so that the Solution will properly operate as specified in the Exhibit or Schedule. Prior to commencement of the project, JH and Customer may enter into a separate Statement of Work document which describes the project details and the specifications and requirements applicable to JH's professional services delivery. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Solution in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Solution installation project. Customer will furnish data needed and requested by JH and will co-operate with and assist JH personnel in the installation and testing of the Solution.

**13.2** Training Services. If Customer has contracted for JH to perform training of Customer's personnel in the use and operation of the Solution, JH will perform the training at the site indicated in the Exhibit or Schedule. The training session will be scheduled to occur on a mutually agreeable date. If the training is to be conducted at Customer's location, Customer will provide JH with the necessary space, equipment and a suitable training environment in which to perform the training session. For the training fee quoted to Customer, up to twelve (12) of Customer's personnel may attend a single training session conducted at Customer's location.

## **14. INVOICING AND PAYMENT TERMS**

**14.1** Unless different payment terms are specified in the Exhibit or Schedule, JH will invoice Customer for the Solution and Professional Services upon delivery, and Customer shall pay JH for all amounts due under the Exhibit or Schedule within thirty (30) days from the date of JH's correct and valid invoice.

**14.2** To the extent such charges are permitted under applicable law, if Customer becomes delinquent in the timely payment of a correct and valid invoice received from JH, Customer will become liable to pay JH an additional amount equal to the lower of (a) 1.5% interest per month (18% annually) or (b) the highest interest rate chargeable by applicable law, to be charged until the delinquent amount has been fully paid. JH reserves the right to halt the delivery of any Solution, Maintenance or Professional Services if Customer becomes delinquent in the payment of any amounts due JH, except where such amounts are legitimately being disputed in good faith by Customer.

**15. LIMITATION OF LIABILITY**

**15.1** Neither party shall be liable to the other party or to any other person, firm or company, for failure to fulfill its obligations hereunder due to the occurrence of an event beyond its reasonable control, including but not limited to acts of God, public disaster, fire, flood, riot, war, terrorism, labor strikes/disputes involving its suppliers, judicial orders/decrees, government laws/regulations, or interruptions of communications, transportation or electricity.

**15.2** Any liability of JH for any loss, damage, or cost hereunder shall be limited to actual direct damages incurred by Customer, but in no event shall the aggregate of JH's liability under the Master Agreement exceed the cumulative amount of fees paid by Customer to JH under the Exhibit or Schedule during the preceding three (3) year period, nor shall any amount of the liability include any indirect, consequential, punitive or special damages incurred by Customer, to the extent that such limitation or exclusion of damages is permitted by applicable law.

**16. TERMINATION**

**16.1** If Customer or JH elects not to renew the license or usage right term of the Software or the subscription term of the Services as provided in Section 4 above, then the Software or Services subject to such non-renewal shall automatically terminate as of the expiration date of the then-current license, usage right or subscription term, without further action or notice required by either party.

**16.2** Either party may terminate the Master Agreement for cause by written notice to the other party, upon the occurrence of a breach of this Agreement which has not been cured by the other party following thirty (30) days prior written notice of such breach. If the breach is due to Customer's failure to pay a correct and valid invoice when due without legitimate dispute, this cure period shall be reduced to ten (10) days following receipt of notice of the delinquency from JH.

**16.3** Either party may terminate the Master Agreement for cause upon written notice to the other party, in the event that the other party undergoes voluntary or involuntary bankruptcy.

**16.4** Within ten (10) business days following the effective date of termination of the Master Agreement, or any applicable Exhibit or Schedule, Customer shall cease using the Software and Services, uninstall the Software and Services from all locations, and return the Software copies to JH or destroy the Software copies and certify this destruction to JH in writing by an official or senior manager of Customer.

**17. GENERAL PROVISIONS**

**17.1** Any notice under the Master Agreement shall be in writing and shall be deemed delivered when actually received, or five days after it is sent by United States Postal Service certified mail, return receipt requested, or by overnight express mail, with proof of delivery retained, when addressed to the other party at its address shown in the Master Agreement, which may be changed by written notice. A copy of any written notice of breach or termination of the Master Agreement given by Customer to JH shall be delivered to the attention of JH's Legal Department at the JH address identified in the Master Agreement.

**17.2** No action arising out of the Master Agreement may be brought by a party against the other party more than three (3) years after the cause of action has accrued and the injured party has actual knowledge of the accrual. Unless otherwise prohibited by applicable law, the prevailing party in any litigation conducted in relation to the Master Agreement shall be entitled to recover its reasonable attorneys' fees from the other party.

**17.3** This Master Agreement shall be modified or altered only by a written instrument signed by authorized representatives of both parties.

**17.4** The Master Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors.

**17.5** Except as provided below, the Master Agreement shall not be transferable or assignable by either party to a third party without the prior written consent by the non-assigning party. JH may assign the Master Agreement in its entirety to a successor entity which has acquired controlling ownership interest in JH and is contractually bound to enjoy all of the rights and perform all of the liabilities and responsibilities of JH under the Master Agreement.

**17.6** The Master Agreement shall be governed by and construed in accordance with the laws of the home state of Customer, without reference to its conflict of laws provisions, and applicable U.S. federal laws and regulations.

**17.7** The provisions of Sections 5, 8, 10, 11, 14, 15, 16.4 and 17 shall survive the expiration or termination of the Master Agreement.

**17.8** If any of the provisions of the Master Agreement shall be ruled by a court of law with competent jurisdiction to be invalid under any applicable statute or rule of law, the affected provisions shall be, to that extent, be deemed to be omitted. Such omission shall not change the intent or binding nature of any or all of the rest of the Master Agreement.

## Exhibit A Order Form

### Payment Solutions

Description	Order Type	Solution Type	Net Price	Frequency
<b>RemitPlus Express</b> Quantity: 1	New	Processing Service	\$250.00	Monthly
	New	Professional Service	\$2,500.00	One Time

One-Time Total	Monthly Total
<b>\$2,500.00</b>	<b>\$250.00</b>

**RemitPlus Express™ Hosted Services:** Each month, Customer will be charged the greater of: (1) the total Minimum Monthly Fee; or (2) the total of the Per Item Fees. The Minimum Monthly Fee will begin on the first day of the calendar month immediately following the Implementation Date.

**ORDINANCE NO. 2026-42**

**ORDINANCE AUTHORIZING THE MAYOR OF BRAIDWOOD TO ENTER INTO AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRAIDWOOD AND REED-CUSTER COMMUNITY UNIT SCHOOL DISTRICT NO. 255U REGARDING A RECIPROCAL REPORTING AGREEMENT**

**WHEREAS**, the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements (Ill. Const., Art. VII, Sed. 10 (1970)); and

**WHEREAS**, Illinois Statutes provide that public agencies may exercise powers jointly through intergovernmental agreements (5 ILCS 220/1 *et. seq.*); and

**WHEREAS**, the City of Braidwood, an Illinois Municipal Corporation (the “City”), is a unit of local government (Ill. Const. Art. VII, Sec. 1) and a public agency (5 ILCS 220/1) and the Board of Education of Reed-Custer Community Unit School District No. 255U, Will and Kankakee Counties, Illinois (the “District”), is a school district (Ill. Const., Art. VII, Sec. 1) and a public agency (5 ILCS 220/1); and

**WHEREAS**, the Intergovernmental Agreement Between the City of Braidwood, Braidwood Police Department, and The Reed-Custer Community Unit School District 255-U for Purposes of Reciprocal Reporting, attached hereto as Exhibit 1, (hereinafter referred to as the “Agreement”) has been prepared to comply with Sections 10-20.14, 22-20, and 22-85 of the Illinois School Code (105 ILCS 5/10-20.14, 5/22-20, 5/22-85), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), the Family Educational and Privacy Rights Act (20 U.S.C. 1232(g)), and Section 45 of the School Safety Drill Act (105 ILCS 128/45); and

**WHEREAS**, the City and District desire to approve and enter into a reciprocal reporting agreement pursuant to state and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications and to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by minor students in an effort to rehabilitate the offender, but also to protect the other students and school employees; and

**WHEREAS**, the Agreement will foster cooperation, collaboration, and improve the flow of information between City and District; and

**WHEREAS**, the cooperation and flow of information is essential to providing the safe, healthy and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

**WHEREAS**, City and District need to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of

students.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BRAIDWOOD AS FOLLOWS:

**SECTION 1: AUTHORIZATION AND EXECUTION**

The City of Braidwood hereby approves the Intergovernmental Agreement Between the City of Braidwood, Braidwood Police Department, and The Reed-Custer Community Unit School District 255-U for Purposes of Reciprocal Reporting, attached hereto as Exhibit 1, (hereinafter referred to as the "Agreement"), the Mayor is hereby authorized and directed by Braidwood City Council to sign the Agreement, and the City Clerk is hereby directed to attest to the Mayor's signature to enter into such Agreement with the District.

**SECTION 2: SEVERIBILITY**

If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this ordinance.

**SECTION 3: REPEALER**

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

**SECTION 4: EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage, approval, publication, and filing with the City Clerk as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

	AYE	NAY	ABSTAIN	ABSENT
Commissioner Elizabeth Dixon	_____	_____	_____	_____
Commissioner Warren Wietting	_____	_____	_____	_____
Commissioner James Mikel	_____	_____	_____	_____
Mayor Todd Lyons	_____	_____	_____	_____
Commissioner Dale Walsh	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Todd Lyons, Mayor

\_\_\_\_\_  
City Clerk

**Exhibit 1**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BRAIDWOOD, BRAIDWOOD POLICE DEPARTMENT,  
AND THE REED-CUSTER COMMUNITY UNIT SCHOOL DISTRICT 255-U FOR  
PURPOSES OF RECIPROCAL REPORTING**

**THIS AGREEMENT** is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) by and between the **City of Braidwood**, an Illinois Municipal Corporation (“CITY”), an Illinois Municipal Corporation, on behalf of the Braidwood Police Department (“POLICE DEPARTMENT”) and **Reed-Custer Community Unit School District 255-U**, an Illinois Public School District (“DISTRICT”), (collectively, the “Parties”).

**WHEREAS**, this Agreement has been prepared to comply with Sections 10-20.14, 22-20, and 22-85 of the Illinois School Code (105 ILCS 5/10-20.14, 5/22-20, 5/22-85), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), the Family Educational and Privacy Rights Act (20 U.S.C. 1232(g)), and Section 45 of the School Safety Drill Act (105 ILCS 128/45); and

**WHEREAS**, DISTRICT and CITY desire to approve and enter into a reciprocal reporting agreement pursuant to state and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications and to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by minor students in an effort to rehabilitate the offender, but also to protect the other students and school employees; and

**WHEREAS**, this Agreement is entered into and maintained in order to foster cooperation, collaboration, and improve the flow of information between DISTRICT and CITY; and

**WHEREAS**, the cooperation and flow of information is essential to providing the safe, healthy and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

**WHEREAS**, DISTRICT and CITY need to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of students; and

**WHEREAS**, DISTRICT and CITY are authorized to enter into this Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and they have each determined that the approval of and entering into this Agreement is in the best interests of the public and the minor students who attend and the employees who work at DISTRICT.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, it is hereby mutually agreed by and between DISTRICT and CITY as follows:

1. DISTRICT shall provide the Chief of Police of the POLICE DEPARTMENT (hereinafter "Police Chief") with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the administrators and will identify the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official," for purposes of Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1-7(A)(8).
2. The Police Chief shall provide DISTRICT with the names and titles of a primary contact and two back-up contacts, who will have the primary responsibility for implementing these guidelines on behalf of the Braidwood Police Department. Any person so designated by the Police Chief shall be considered an "Appropriate Law Enforcement Representative."
3. DISTRICT and Police Chief may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative."
4. Any Appropriate School Official and Appropriate Law Enforcement Official (collectively, the "Appropriate Officials") may communicate verbally with each other as deemed necessary. Said officials will arrange meetings, as needed, between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by students consistent with this Agreement and to otherwise facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials, except that Law Enforcement Records, as defined in Section 9(A), below, must be provided in writing. Information in written form may be transmitted among the Appropriate Officials by any agreed-upon method, including, but not limited to, United States mail, personal delivery or facsimile transmission, provided security safeguards are in place to ensure confidentiality.
5. DISTRICT and the POLICE DEPARTMENT acknowledge and agree to adhere to their statutory reporting responsibilities, as may be amended and as summarized in Exhibit "A", which is attached hereto and incorporated herein, and which duties are in addition to those set forth herein.
6. DISTRICT and the POLICE DEPARTMENT acknowledge and agree to adhere to their additional reporting responsibilities, as may be amended and as summarized in Exhibit "B", which is attached hereto and incorporated herein, and which duties are in addition to those set forth herein.
7. Appropriate School Officials shall follow state and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement are not student records. 105 ILCS 10/2(d).
8. Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), authorizes DISTRICT to release student record information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that such records will not be disclosed to any other party, except as provided by law or order of court. In the event that such information is so provided, CITY

hereby agrees that all student record information disclosed and communications made under this paragraph are to remain confidential and will not be disclosed to any other party, except as provided by State law or order of court. This provision is intended, among other things, to satisfy the written certification requirement of Section 6(a)(6.5) of the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)).

9. It is understood that the POLICE DEPARTMENT and all Appropriate Law Enforcement Representatives will comply with applicable state and federal law in implementing these procedures and that they may:

A. Provide copies of juvenile Law Enforcement Records to the Appropriate School Official for persons under 18 years of age, who are enrolled in a school within the DISTRICT, pursuant to Section 1-7(A) when their use is needed for good cause and with an order from the juvenile court, or Section 1-7(A)(8) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)), only if the student has been arrested or taken into custody for one of the following offenses, provided that the Braidwood Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds:

- i. Any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/24-1 *et seq.*);
- ii. A violation of the Illinois Controlled Substance Act (720 ILCS 570/100 *et seq.*);
- iii. A violation of the Cannabis Control Act (720 ILCS 550/1 *et seq.*);
- iv. A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/2-8);
- v. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 *et seq.*);
- vi. A violation of the Sections 26.5-1, 26.5-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5-0.1 *et seq.*);
- vii. A violation of the Hazing Act (720 ILCS 5/12C-50); or
- viii. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/).

The limitations of this paragraph shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5/905(1)(h) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(8) and/or 405/5-905(1)(h)) or other relevant laws.

The information derived from the juvenile law enforcement records shall be kept separate from and shall not become a part of the official school record of that minor student and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the minor student and to protect the safety of students and employees in the school. If the Appropriate Officials deem it to be in the best interest of the minor student, the

student may be referred to in-school or community-based social services if those services are available. Rehabilitation services may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

Any information provided to Appropriate School Officials whom the school has determined to have a legitimate educational or safety interest by the POLICE DEPARTMENT about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written juvenile law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the POLICE DEPARTMENT shall be kept separate from and shall not become a part of the official school record of the student and shall not be a public record.

- B. Provide copies to, or authorize inspection by the Appropriate School Official, pursuant to Section 2.15 of the Freedom of Information Act (5 ILCS 140/2.15), of the following records for persons of 18 years of age or older, who are enrolled in a school within DISTRICT:
  - i. Chronologically maintained arrest information, such as traditional arrest logs or blotters; and
  - ii. The name of the person in custody of the POLICE DEPARTMENT and the charges for which the person is being held.
- 10. All information disclosed and communications made under this policy are to remain confidential and shall not be disclosed or made available in any form to any other person or agency outside of this Agreement, except as specifically authorized by this Agreement or unless specifically authorized by law.
- 11. The responsibilities of the Appropriate School Officials and Appropriate Law Enforcement Officials under this Agreement shall include providing information pertaining to activities occurring in school, on school grounds, off school grounds, at school-related activities, or by or against school personnel.
- 12. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by DISTRICT to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.
- 13. Where an activity reportable under this Agreement poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
- 14. The Illinois Criminal Code and the Juvenile Court Act shall be incorporated herein as a reference for defining any terms in this Agreement.
- 15. It is understood and agreed that neither party to this Agreement shall be legally liable for any

negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.

16. Any notices required hereunder shall be delivered or served in writing the Parties as follows:

If to Braidwood Police Department:  
Chief of Police  
Braidwood Police Department  
141 W. Main Street  
Braidwood, IL 60408

If to DISTRICT:  
Superintendent  
Reed-Custer CUSD 255  
255 Comet Drive  
Braidwood, IL 60408

17. The agreements, covenants, terms and conditions contained herein may be amended only through written mutual consent of the Parties referencing this Agreement, and a copy of any such written amendment shall be attached to this Agreement.
18. This Agreement and any amendments thereto shall become effective when approved and executed by both Parties, and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.
19. Either Party may terminate this Agreement any time during the term by providing the other Party thirty (30) calendar days prior written notice of such termination. The Parties may also terminate this Agreement by written mutual consent.
20. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
21. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.

IN WITNESS HEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement as of the Effective Date.

CITY OF BRAIDWOOD,  
An Illinois Municipal Corporation,

REED-CUSTER COMMUNITY UNIT  
SCHOOL DISTRICT 255-U,

By: \_\_\_\_\_  
Todd Lyons, its Mayor

By: Mark Mitchell  
Its Superintendent

Attest:

Attest:

\_\_\_\_\_  
Sarah Weaver, City Clerk

Jesse Morris  
Its Secretary

## **Exhibit "A"**

### **Additional Duties Imposed by Illinois Statutes**

School districts and law enforcement agencies have certain reciprocal reporting duties by statute. These duties are separate from and in addition to any reciprocal reporting duties set forth in the Agreement to which this Exhibit is attached. The following is a list of those duties.

#### **A. DISTRICT duties.**

1. The Superintendent (or designee) is required to immediately report to the POLICE DEPARTMENT, upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7. Notification to the Department State Police's Illinois Uniform Crime Reporting Program is required within three days after the occurrence of the attack.
2. The building principal (or designee) is required to immediately report to the POLICE DEPARTMENT:
  - a) Upon receiving a report from any school official or from any other person that any person, other than a law enforcement official engaged in the conduct of his or her official duties, was observed in possession of a firearm on school grounds. 105 ILCS 5/10-27.1A (a and b).
  - b) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27.1A(c). Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police. Such incidents include possession of a firearm. Firearm is defined in 430 ILCS 65/1.1.
  - c) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving drugs (cannabis and narcotic drugs) in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27.1B. Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police.
3. The building principal (or designee) is required to report to the POLICE DEPARTMENT within 48 hours of becoming aware of any incidents involving violation of Section 5.2 of the Cannabis Control Act and/or Section 401 and Section 407(b) of the Illinois Controlled Substances Act occurring in a school, on the real property comprising any school, on a public way within 1,000 feet of a school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity. 105 ILCS 127/2.

4. The records provided to the DISTRICT by the POLICE DEPARTMENT per Section B(1), below, must be kept separate from and not become a part of the official school record of a student. Such records are not a public record, and can be used solely by the building principal, counselors and teachers of the school to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

**B. POLICE DEPARTMENT duties.**

1. The Braidwood Police Department must report to the building principal of the school whenever a student enrolled there is detained for proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, or for any criminal offense or violation of a municipal or county ordinance. The report must contain the basis for detaining the student, circumstances surrounding the events which led to the student's detention, and status of proceedings. The report shall be updated as appropriate to notify the building principal of developments and the disposition of the matter. 105 ILCS 5/22-20.

## **Exhibit "B"**

### **Additional Duties**

PARTIES agree to impose duties are separate from and in addition to any reciprocal reporting duties set forth in the Agreement or preceding exhibits. The following is a list of those duties.

#### **A. By the School District to Police Officials**

1. School officials will promptly report to the designated police official the activity of students that involves or is suspected to involve:
  - a) Criminal gang activity;
  - b) Fights or other violent activity which might reasonably carry over into the community;
  - c) Domestic or sexual abuse, neglect, look-out, and runaway situations;
  - d) Bomb threat or improper activation of the fire alarm system;
  - e) Assault - Threats against staff or student(s), including "hit lists" which impede the educational setting;
  - f) Any state or federal crime occurring or which has occurred on school property or at a school event, which might reasonably carry over into the community;
  - g) Any other activities involving students, which threaten the safety of students and community members on or off school property.

#### **B. By Police Officials to the School District**

1. As indicated above, police officials will report to school officials the same information referenced in Section A(1) above, within the same time frames, where the activity of students or others within the School District might reasonably carry over onto school grounds or school activities.
2. As provided by the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)), police officials will report to school officials the following offenses or suspected offenses within the time frames referenced in Section A above with respect to a minor enrolled in one of the School District's schools who has been taken into custody or arrested for:
  - i. Any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/24-1 *et seq.*);
  - ii. A violation of the Illinois Controlled Substance Act (720 ILCS 570/100 *et seq.*);
  - iii. A violation of the Cannabis Control Act (720 ILCS 550/1 *et seq.*);
  - iv. A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/2-8);\*
  - v. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 *et seq.*);
  - vi. A violation of the Sections 26.5-1, 26.5-2 of the Harassing and

Obscene Communications Act (720 ILCS 5/26.5-0.1 *et. seq.*);

- vii. A violation of the Hazing Act (720 ILCS 5/12C-50); or
- viii. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/).

\*Including but not limited to murder; criminal sexual assault; robbery; burglary; arson; kidnaping; aggravated battery resulting in great bodily harm, disability, or disfigurement; and any other felony which involves the use or threat of physical force or violence against any individual. The Illinois School Code further provides: "All courts and law enforcement agencies of the State of Illinois and its political subdivisions shall report to the principal of any public school in this State whenever a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987 [(705 ILCS 405/*et seq.*)], as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal or county ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events, which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the principal of developments and the disposition of the matter.

The information derived thereby shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the principal, counselors and teachers of the school to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school." (105 ILCS 5/22-20).

For purposes of applying these provisions of the School Code and administering the Reciprocal Reporting Agreement, the DISTRICT and the POLICE DEPARTMENT recognize that the detention of a student includes not only arrest, but whenever the law enforcement official reasonably believes the student is not free to leave the presence of the law enforcement official. This includes, for example, when a student is stopped for conduct, which may lead to, or results in, the issuance of a ticket for violation of a municipal ordinance.

However, in administering the School Code (105 ILCS 5/22-20) and the Reciprocal Reporting Agreement, law enforcement officials are not obligated to initiate reporting to the DISTRICT the detention of students for conduct deemed by law enforcement officials to be minor and unlikely to assist in the rehabilitation of the student or the protection or safety of students and employees in the DISTRICT. In contrast, conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse or an appearance in court as a juvenile or an adult for other than minor traffic offenses would be reported. More generally, law enforcement officials will share information with school officials where student misconduct outside of school is likely to be carried into school or school activities or have a significant impact on the safety and well-being of students, staff, and community members associated with the schools. In turn, school officials will share information with law enforcement officials where student misconduct in school or at school activities is likely to extend into the community or involve an offense for which reporting

is required by law.

3. Although the provisions of the Juvenile Court Act do not apply to students aged 18 or over, Police officials will provide the School District with the same information regarding suspected criminal offenses committed by students aged 18 or over as is reported for students included in the scope of the Juvenile Court Action under this Agreement. (705 ILCS 405/5-905).
4. Information identifying victims and alleged victims of sex offenses shall not be disclosed under any circumstances. Nothing shall prohibit the victim or alleged victim of any sex offense from voluntarily disclosing his or her identity. If the minor is a victim of aggravated battery, battery, attempted first degree murder, or other non-sexual violent offense, the identity of the victim may be disclosed to appropriate school officials, for the purpose of preventing foreseeable future violence involving minors, by a local law enforcement agency pursuant to an agreement established between the school district and a local law enforcement agency subject to the approval by the presiding judge of the juvenile court. (705 ILCS 405/1-7(G-5)).