



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL GERALD C. TURRY VILLAGE BOARD ROOM  
7:30 PM, JANUARY 20, 2026**

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  1. Minutes of the Village Board Meeting of January 6, 2026
- V. Warrant Approval**
  1. Approval of Warrants of January 20, 2026 in the Amount of \$550,273.46
- VI. Village President's Report**
- VII. Trustee Report**
- VIII. Board, Commission, and Committee Reports**
- IX. Village Clerk's Report**
- X. Village Manager's Report**
- XI. Public Forum** "Public Forum" is where the Village allows members of the public to address the Village Board on a topic that is within the Board's purview and jurisdiction. Anyone desiring to speak should fill out a written speaker form (located in the back of the Board Room) and submit it to the Village Clerk. If you would like to speak about a matter that is listed on the agenda, we ask that you wait until that agenda item is called, and we will give you an opportunity to speak then. However, if your matter is on the "Consent Agenda," you can speak about it now. This time is intended as an opportunity for you to make comments to the Village Board. The Board members will listen to everything you have to say, but this will not be the time for a discussion or engagement with the Board. If appropriate, the Board may direct the Village Manager or other Village staff to respond to questions or issues raised at a later date. All speakers will be limited to three minutes. To be fair to all, this time limitation will strictly enforce this rule. The Village will allot a total of six at this time for Public Forum. If there are still people who would like to speak after this time period, the Village Board will resume the Public Forum at the conclusion of its agenda this evening. It is requested that all speakers be respectful, civil, and non-repetitive. It is requested that all members of the audience refrain from applauding or making any other comments during or after any speaker.

**XII. Consent Agenda** (Before considering a vote on the Consent Agenda, any member of the Village Board shall have the right to remove a matter from the Consent Agenda and add it to the Regular Business Agenda. Members of the public shall not have the right to remove a matter from the Consent Agenda, but shall be allowed to comment on a matter on the Consent Agenda during the Public Comment Time even if the Public Comment Time occurs after the consideration and approval of the Consent Agenda by the Village Board)

1. Approval of a Resolution to Approve a Calendar Year 2026 Contribution in the Amount of \$544,875 to the Intergovernmental Risk Management Agency and Use of Excess Surplus Funds (This Item Appears on the Consent Agenda because it is a Routine Function of Government)
2. Approval of a Resolution Approving the Purchase and Installation of LED Light Fixtures for the Village Lighting Retrofit Project by Verde Energy Efficiency Experts in the Amount of \$71,343.96 as part of the Illinois Environmental Protection Agency's Energy Efficiency and Conservation Block Grant (This Item Appears on the Consent Agenda because it is through a Joint Purchasing Cooperative)
3. Approval of an Ordinance Amending Section 7-2-12 (Prohibited Parking) of the Municipal Code of Lincolnwood (This Item Appears on the Consent Agenda because it was Approved Unanimously by a Recommending Body)
4. Approval of a Resolution Waiving Competitive Bidding and Approving the Purchase of Water Meters and Meter Transmission Units from Midwest Meter, Inc., of Edinburg, Illinois (This Item Appears on the Consent Agenda because it is a Routine Function of Government)
5. Approval of a Resolution Waiving Competitive Bidding and Approving an Agreement with BS&A Software, LLC, of Bath, Michigan, for an Enterprise Resource Planning System (This Item Appears on the Consent Agenda because it was Discussed at a Previous Village Board Meeting)
6. Approval of a Resolution Waiving Competitive Bidding and Approving an Agreement with Paylocity Corporation for Human Resources and Payroll Software Services (This Item Appears on the Consent Agenda because it was Discussed at a Previous Village Board Meeting)
7. Approval of a Resolution Waiving Competitive Bidding and Approving a Second Amendment to an Agreement with Baecore Group, Inc., for Additional ERP Software Assessment and Selection Services (This Item Appears on the Consent Agenda because it was Discussed at a Previous Village Board Meeting)

**XIII. Regular Business**

8. Consideration of an Ordinance Amending Provisions of Chapter 10 of the Municipal Code of Lincolnwood to Impose Restrictions on the Sale of Flavored Liquid Nicotine Products

**XIV. Public Forum**

**XV. Closed Session**

**XVI. Adjournment**

DATE POSTED: January 15, 2026

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at [Lincolnwood.tv](http://Lincolnwood.tv) at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at [lwdtv.org](http://lwdtv.org) or on the Lincolnwood Mobile App.

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
GERALD C. TURRY VILLAGE BOARD ROOM  
JANUARY 6, 2026**

**DRAFT**

**Call to Order**

Mayor Patel called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:34 P.M. Tuesday, January 6, 2026, in the Gerald C. Turry Village Board Room of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

**Pledge to the Flag**

Trustee Klatzco led the pledge of allegiance.

**Roll Call**

On roll call by Village Clerk Sokol Delisi, the following were:

Present: Mayor Patel, Trustees Klatzco, Diaz Herrera, Sargon, Ikezoe-Halevi, Gussis, Martel

Absent: None

A quorum was present.

Also present: Village Manager Anne Marie Gaura, Assistant Village Manager Madeline Farrell, Village Attorney Steve Elrod, Police Chief Jay Parrott, Fire Chief Barry Liss, Assistant Parks and Recreation Director Michelle Artis, Finance Director Elizabeth Holleb, and Management Analyst Elijah Bebor.

**Approval of Minutes**

The minutes of the December 16, 2025 Village Board meeting were presented for Village Board approval.

Trustee Sargon moved to approve the minutes of the December 16, 2025 Village Board meeting. The motion was seconded by Trustee Klatzco. On a voice vote, the minutes were approved.

**Warrant Approval**

Trustee Klatzco presented the warrants in the amount of \$3,335,074.08. Trustee Klatzco moved to approve the warrants as presented. The motion was seconded by Trustee Sargon

Upon roll call, the results were:

AYES: Trustees Klatzco, Diaz Herrera, Sargon, Ikezoe-Halevi, Gussis, Martel

NAYS: None

ABSENT: None

The motion passed.

## **President's Report**

### 1. New Art Show Beginning Thursday, January 8".

Mayor Patel announced that a new art show will begin on Thursday, January 8 at Lincolnwood Village Hall, featuring artist Phil Gayter. Phil, originally from the UK and now based in Chicago, has a lifelong passion for painting and a background in advertising. His work is known for capturing unique moments through portraits with subtle expressions, unusual perspectives, and a touch of whimsy. Inspired by Andrew Wyeth, Phil aims to evoke similar sentiments in his pieces. His art has been showcased across the North Shore and he has even painted live on WGN News.

### 2. Years of Service

Mayor Patel congratulates Audi Montalvo (Public Works) for 23 years of service and David Kramarz (Police Department) for 16 years of service to the Village of Lincolnwood. Thank you both for your hard work and dedication!

### 3. Traffic Commission Resumes

Mayor Patel announced that the Village is seeking residents to serve on its Boards and Commissions. There are currently two openings on the Traffic Commission. The application and protocol can be found on the Boards and Commissions page of the Village website.

### 4. Happy New Year and Merry Christmas to the Orthodox Christian Community

Mayor Patel extends warm wishes to the Orthodox Christian community celebrating Christmas on January 7. Mayor Patel also wishes everyone a very Happy New Year!

### 5. Sports Congratulations

Mayor Patel congratulates the Chicago Bears on making the playoffs and wishes them success in their upcoming games, with hopes for a Super Bowl run. Additionally, congratulations to the Hoosiers, recognizing the many Indiana fans residing in Lincolnwood.

## **Village Trustees' Report**

Trustee Sargon reminds everyone of a special Environmental Commission meeting tomorrow at 7:00 PM at Village Hall. Trustee Sargon also wishes family, friends, and all observing a Merry Orthodox Christmas, along with a Happy New Year to all.

## **Village Clerk's Report**

Clerk Delisi extended holiday and New Year wishes and reminded residents that the primary election will be held on March 17, 2026. Residents are encouraged to register to vote during regular business hours. For those unable to do so, Clerk Delisi offered personal assistance and noted that two forms of identification are required. Questions can be directed to [sdelisi@lwd.org](mailto:sdelisi@lwd.org).

### **Village Manager's Report**

Village Manager Gaura announced that Management Analyst Elijah Bebora will be departing the Village after three years of dedicated service. Elijah is pursuing a career in human resources in another community. We thank Elijah for his contributions and wish him the very best in his future endeavors!

### **Public Forum**

As the lift assist matter is not on tonight's agenda, Mayor Patel intends to place it on the Committee of the Whole agenda for February 3 at 6:00 PM for discussion and possible action. Comments are welcome now, but responses will not be provided; full discussion will occur at the February meeting. With the consent of the Board, Mayor Patel amended the agenda to allow all public comment to occur at this point in the agenda, and not have any public comment at the end of the agenda.

Ronald Farkas – Resident of Carrington Independent Living – expressed concerns about the Village's implementation of the recently enacted lift assist ordinance. While understanding its purpose, Farkas argued that the ordinance is unnecessary given mutual aid practices and suggested the Fire Department should grow with the aging population. He emphasized that lift assists are a legitimate service for seniors and making them costly could create ill will. Farkas noted that independent living facilities should be exempt under the ordinance and cited state law requiring fees to be reasonable and based on actual costs, which he believes are zero when on-duty personnel respond. He requested that the Village retract its letter to the facility's executive director.

Marvin Ginsburg – Resident of Lincolnwood resident for 63 years and current Carrington Independent Living resident – presented a petition with 232 signatures opposing the lift assist fee. He noted strong community opposition and shared that other nearby municipalities—Skokie, Evanston, Wilmette, and Morton Grove—do not impose such fees and have rejected the idea. Marvin emphasized that Carrington includes both assisted and independent living, and urged the Village to reconsider the ordinance.

Brad Jacobsen – Executive Director at Carrington – thanked the Board for hearing concerns about the lift assist fee. He noted that residents strongly oppose the fee—up to \$900—viewing it as punitive and akin to a tax on vulnerable seniors. Jacobson argued that classifying lift assists as “non-emergency” is inaccurate, as falls create panic and fear for frail residents, making them true emergencies. He urged the Village to seek alternative cost-saving measures rather than imposing

fees on seniors, emphasizing that Carrington pays significant taxes and its residents deserve support. He closed by expressing appreciation for the fire department and first responders. Maxene Barsack – Resident of Lincolnwood Place – expressed frustration and concern about the lift assist fee and the lack of communication regarding it. She recently moved in and observed that many elderly residents struggle financially. Maxene emphasized the importance of respecting residents’ needs and ensuring transparency. She urged the Village to hold meetings before decisions are made, improve communication, and allow all residents to participate and share opinions on policies affecting them.

Suzanne Venema - Executive Director of Lincolnwood Place – expressed concern about applying the lift assist fee to independent living residents. While assisted living residents receive nursing support, independent living residents do not receive medical care under their lease agreements. The \$900 fee would be a significant burden, either on residents or the facility if passed through. The speaker urged the Village to reconsider including independent living in the ordinance and thanked the Board for listening.

Cooper Wickum – Resident – raised concerns about Flock Safety surveillance cameras and data ownership. He argued that Lincolnwood does not truly control the data since it resides on external servers, making it more like leasing access rather than owning it. Wickham highlighted privacy risks, citing past security breaches and misuse of license plate reader data by outside entities. He urged the Village to consider the implications of relying on a private company for sensitive information.

Pam Lefkowitz – Resident – proposed three actionable items to improve community safety and transparency: implement a “Know Your Rights” initiative and make immigration information more visible, pass an ICE-free zone ordinance to protect public spaces from civil immigration enforcement, and decommission Flock Safety cameras due to privacy concerns and potential misuse. She emphasized that these steps would align Lincolnwood with best practices in Evanston and Skokie.

Zia Mando – Resident – expressed concern about receiving tickets for overnight commercial parking on pickup trucks immediately after the New Year. He stated that his block has no driveways or garages and that residents were unaware of the ban, as it had never been enforced before. Mr. Mando requested clarification on where residents can park and questioned whether owning pickup trucks is allowed in Lincolnwood.

Josh Kandu – Resident – raised concerns about receiving two tickets for overnight commercial parking on his pickup truck, which has no commercial markings. He explained that trucks have been parked outside his home for 22 years without issue and noted that the Village’s regulations do not clearly prohibit this. Joshua stated he has no driveway and uses his garage for family members, making parking difficult. He questioned the sudden enforcement, expressed concern about accumulating fines before his adjudication hearing on January 27, and asked for clarification and a solution.

Lisa Thomas – Resident – urged the Village to provide clear and accessible immigration-related information on its website, similar to Evanston and Skokie. She emphasized the need for Lincolnwood to take a public stand as a welcoming community and make resources like “Know Your Rights” easily available. Lisa expressed frustration over the lack of visibility and called for proactive communication to support vulnerable populations.

### **Consent Agenda**

1. Approval of the November 4, 2025 Village Board Closed Session Minutes

Trustee Sargon moved to approve the Consent Agenda as presented, second by Trustee Klatzco.

Upon Roll Call, the results were:

AYES: Trustees Klatzco, Diaz Herrera, Sargon, Ikezoe-Halevi, Gussis, Martel

NAYS: None

ABSENT: None

The motion passed.

### **Regular Business**

2. Discussion Regarding the Village’s Technology Refresh Part I

Presenter: Assistant Village Manager Madeline Farrell

*Background:*

- The Village has used Springbrook ERP software since 2003 for utility billing, payroll, accounts payable/receivable, and general ledger.
- No comprehensive review of Springbrook had been conducted until 2025.
- In March 2025, the Village hired Baecore Group to perform an ERP software assessment and selection process.
- Assessment revealed:
  - Heavy reliance on paper/manual processes.
  - Disconnected systems with limited automation.
  - Reduced visibility and tracking.
- HR and payroll were identified as distinct areas requiring separate solutions outside a traditional ERP system due to unique needs (e.g., seasonal hires, complex time tracking).
- Baecore followed an 8-step process: data gathering, analysis, requirements definition, solution identification, evaluation, integration planning, scope definition, and contract negotiation.
- The Village is now at the contract negotiation stage for three agreements:
  1. New ERP system.
  2. HR/payroll system.

3. Project management services for implementation.
- ERP System Features:
  - Custom dashboards, automated alerts, global search, integrated reporting.
  - Access to all property-related records across modules.
  - Integration with Laserfiche (records management).
  - Online permit applications and inspection requests.
- HR/Payroll System Features:
  - Unified employee portal, electronic time-off requests, integrated time clocks.
  - Recruiting tools for seasonal hires.
  - Automated onboarding and performance tracking.
  - Real-time accruals and pay history for employees.
- Integration:
  - Payroll data will integrate with ERP system to avoid manual entry errors; full integration will not be immediate but planned.
- Costs:
  - Annual fees for both systems: \$68,395.
  - One-time implementation fees: \$137,835.
  - Project management services (Baecore): \$225,812
  - FY2026 budget includes funds for these projects.
  - Current systems cost \$121,693.98, annually; new systems represent an estimated \$15,000 annual increase.

*Board Discussion:*

- Questions Raised:
  - Clarification on integration between HR/payroll and ERP.
  - Difference between vendor implementation fees and Baecore project management fees.
  - Request for detailed breakdown of Baecore's project management scope at next meeting.
  - Confirmation that software updates are included in annual fees (Baecore confirmed updates are included as part of cloud-based SaaS model).
  - Interest in future system integration capabilities for additional modules (e.g., hotel tax).
- Baecore's Role:
  - Acts as Village advocate during implementation.
  - Ensures business processes are optimized and documented.
  - Provides oversight to maximize functionality and reduce manual work.

*Board Direction:*

- No approvals requested tonight; informational only.
- Board requested:
  - Detailed breakdown of Baecore's project management services and staffing at next meeting.

- Confirmation of integration capabilities and future scalability.
- Clarification on long-term costs and update policies.

**Adjournment**

At 8:35 P.M., Mayor Patel called for adjournment of the Regular Village Board meeting.

Trustee Klatzco moved to adjourn, second by Trustee Sargon. The meeting was adjourned by voice vote.

Respectfully Submitted,

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Sokol Delisi  
Village Clerk



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# MEMORANDUM

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**TO:** President and the Board of Trustees

**FROM:** Anne Marie Gaura, Village Manager

**DATE:** January 20, 2026

**SUBJECT:** Warrant Ratification

The following are the totals for the list of bills being presented at the January 20th, Village Board meeting for ratification.

Check Date:		
1. 12/29/2025	\$	547,756.99
2. 01/05/2025	\$	2,516.47
	\$	<u>550,273.46</u>

# Accounts Payable

## Computer Check Proof List by Vendor

User: hdonoe  
 Printed: 12/31/2025 - 10:54AM  
 Batch: 00104.01.2026 - 104.01.2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 911TECH 1851	911 Tech, Inc. PSTracker Annual Subscription Software - Vehic	2,667.00	12/29/2025	101-300-512-5399	Check Sequence: 1 ACH Enabled: False
	Check Total:	2,667.00			
Vendor: ACMESPO ASI122225	Acme Sports Inc SigM400, 5.56 NATO SBR 11.5" Pro	3,996.00	12/29/2025	101-300-512-5610	Check Sequence: 2 ACH Enabled: False
	Check Total:	3,996.00			
Vendor: ACTIVELE S700380647.001	Active Electrical Supply Co. Inc. & Fox Lighting Ceiling fan install supplies	52.66	01/05/2026	101-350-512-5799	Check Sequence: 3 ACH Enabled: False
	Check Total:	52.66			
Vendor: AIRONE 229844	Air One Equipment Credit on Account	-840.00	12/29/2025	101-350-512-5665	Check Sequence: 4 ACH Enabled: False
229844	Shut offs and Tips for Nozzles	1,842.00	12/29/2025	101-350-512-5665	
229844	Various Nozzles	2,407.00	12/29/2025	101-350-512-5665	
23046	Fit testing	1,350.00	01/05/2026	101-350-512-5430	
230522	Gear Keeper Retractor	1,000.00	01/05/2026	101-350-512-5665	
230522	Freight	12.00	01/05/2026	101-350-512-5665	
	Check Total:	5,771.00			
Vendor: AMAZCAI 14YQ-1MHH-4MVY	Amazon Capital Services Program supplies (PD)	90.40	12/29/2025	101-300-512-5730	Check Sequence: 5 ACH Enabled: False
19CQ7-DTG4-6M6V	Program supplies (PD)	256.23	12/29/2025	101-300-512-5730	
19HP-QVV9-3XLY	Other supplies (VP)	19.96	12/29/2025	101-100-511-5799	
19HP-QVV9-3XLY	Equipment (IT)	109.99	12/29/2025	101-250-511-6530	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
19HP-QVV9-3XLY	Other supplies (FIRE)	220.36	12/29/2025	101-350-512-5799	
19HP-QVV9-3XLY	Other supplies (PW)	533.26	12/29/2025	101-410-511-5730	
19HP-QVV9-3XLY	Other supplies (CD)	34.00	12/29/2025	101-240-517-5799	
19HP-QVV9-3XLY	Other supplies (ADM)	60.13	12/29/2025	101-200-511-5700	
1GVQ-RG7G-3NCG	Olympic Pool Paint	11,249.00	01/05/2026	205-560-515-5405	
1JVM-Y17T-3VHH	Program supplies (PD)	75.45	12/29/2025	101-300-512-5730	
1L7R-FQLK-3VDW	Supplies for noon years	113.99	01/05/2026	205-504-515-5730	
1XVG-73MR-3HY9	Other Supplies (fire)	12.67	12/29/2025	101-350-512-5799	
1XVG-73MR-3HY9	Office supplies (ADm)	16.42	12/29/2025	101-100-511-5700	
1XVG-73MR-3HY9	Program supplies (PW)	9.98	12/29/2025	101-400-511-5730	
1XVG-73MR-3HY9	Other supplies (CD)	275.61	12/29/2025	101-240-517-5799	
1XVG-73MR-3HY9	Credit Fire	-4.99	12/29/2025	101-350-512-5430	
1XVG-73MR-3HY9	Fire EMS equip (FIRE)	39.78	12/29/2025	101-350-512-5430	
1XVG-73MR-3HY9	Credit CD	-1.92	12/29/2025	101-240-517-5799	
	Check Total:	13,110.32			
Vendor: ANDERP	Anderson Pest Solutions			Check Sequence: 6	ACH Enabled: False
89309514	pest control services for the village-PW	309.58	12/29/2025	101-420-511-5405	
89309514	Surcharge	9.29	12/29/2025	101-420-511-5405	
	Check Total:	318.87			
Vendor: BOUND	Bound Tree Medical, LLC			Check Sequence: 7	ACH Enabled: False
860008815	Prob Kit, ADC Temple Touch	381.95	12/29/2025	101-350-512-5660	
860008815	Prob Covers, Evac U-Slint	231.28	12/29/2025	101-350-512-5660	
	Check Total:	613.23			
Vendor: CDWGOV	CDW Government			Check Sequence: 8	ACH Enabled: False
AH2SF1T	Microsoft Surface Laptop - IDOT	919.74	12/29/2025	101-300-512-5730	
	Check Total:	919.74			
Vendor: CHGOME	Chicago Metropolitan Fire Prevention Co.			Check Sequence: 9	ACH Enabled: False
IN00472968	Annual Fire Alarm Testing	365.00	12/29/2025	205-560-515-5405	
IN00472969	Annual Fire Alarm Testing	389.00	12/29/2025	101-420-511-5405	
IN00472970	Annual Fire Alarm Testing	195.00	12/29/2025	205-430-515-5405	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IN00473086	Monthly Maintenance Fee	1,239.50	12/29/2025	101-350-512-5411	
IN0047936	Annual Testing	325.00	12/29/2025	101-420-511-5405	
	Check Total:	2,513.50			
Vendor: CIORBAG 33888	Ciorba Group Touhy Pedestrian bridge inspection	1,750.00	12/29/2025	205-430-515-5555	Check Sequence: 10 ACH Enabled: False
	Check Total:	1,750.00			
Vendor: CLASSICE 260026	Classic Design Awards Name plate P Gallivan	30.20	12/29/2025	101-100-511-5799	Check Sequence: 11 ACH Enabled: False
	Check Total:	30.20			
Vendor: COMED	Commonwealth Edison				Check Sequence: 12 ACH Enabled: False
NOV2025	3511805000 Vil of Lincolnwood	28,315.89	12/29/2025	101-440-513-5785	
NOV2025	4169800575 4520 W Pratt	73.71	12/29/2025	101-440-513-5785	
NOV2025	8615683000 6401 N Tower Ct Controller	68.04	12/29/2025	101-440-513-5785	
NOV2025	4200874000 6668 1/2 N Lincoln Ave	259.44	12/29/2025	101-440-513-5785	
NOV2025	1393891222 7033 N Lawndale Lite Rt/25	221.33	12/29/2025	101-440-513-5785	
NOV2025	4978111222 6921 Kostner Ave	65.80	12/29/2025	101-440-513-5785	
NOV2025	3635366000 Vil of Lincolnwood	142.57	12/29/2025	101-440-513-5785	
NOV2025	3413247000 6401 N Knox Ave Controller	190.25	12/29/2025	101-440-513-5785	
NOV2025	6486252000 6471 1/2 N Lincoln Ave Control	281.32	12/29/2025	101-440-513-5785	
NOV2025	6947931222 0 N Schreiber & Crawford	8,253.50	12/29/2025	101-440-513-5785	
NOV2025	0231763000 7002 1/2 N Tripp Ave Light Control	323.73	12/29/2025	101-440-513-5785	
NOV2025	0125906000 0 Chase 100 W E Praire S	2,616.48	12/29/2025	101-440-513-5785	
NOV2025	2374862222 0 Pratt Karlov	440.43	12/29/2025	101-440-513-5785	
NOV2025	7620322000 6851 Central Park	163.63	12/29/2025	101-440-513-5785	
NOV2025	3961312222 Vil of Lincolnwood	6,079.79	12/29/2025	101-440-513-5785	
NOV2025	2492734000 6401 1/2 McCormick Blvd	326.66	12/29/2025	101-440-513-5785	
NOV2025	0456952000 7157 N Keeler (controller)	279.39	12/29/2025	101-440-513-5785	
NOV2025	8637099000 7257 N Lincoln Light	296.21	12/29/2025	101-440-513-5785	
	Check Total:	48,398.17			
Vendor: CONFLUE	Confluence				Check Sequence: 13 ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
33601	Park and Rec & Aqua Feasibility Study	18,826.96	12/29/2025	463-571-561-6350	
	Check Total:	18,826.96			
Vendor: DELLMAR	Dell Marketing, L.P			Check Sequence: 14	ACH Enabled: False
10846826986	Dell outlet Inspiron 14-5440 Laptop	499.38	12/29/2025	101-000-210-2480	
10853635767	Dell outlet Inspiron 14-5440 Laptop	575.21	12/29/2025	101-000-210-2480	
	Check Total:	1,074.59			
Vendor: DELTA	Delta Dental			Check Sequence: 15	ACH Enabled: False
1978591	DHMO Nov	49.80	12/29/2025	102-000-210-2028	
19804961	PPO Vision Nov	1,167.83	12/29/2025	102-000-210-2028	
1980511	PPO HD Vision Nov	92.99	12/29/2025	102-000-210-2028	
1988683	DHMO DEC	201.92	12/29/2025	102-000-210-2028	
1990571	PPO Vision DEC	1,084.10	12/29/2025	102-000-210-2028	
1990586	PPO HD Vision DEC	92.99	12/29/2025	102-000-210-2028	
	Check Total:	2,689.63			
Vendor: DORNER	Dorner Company			Check Sequence: 16	ACH Enabled: False
518340	Pumping station repairs for pump house	1,750.00	12/29/2025	660-620-519-5490	
	Check Total:	1,750.00			
Vendor: ENGRES	Engineering Resource Associates Inc			Check Sequence: 17	ACH Enabled: False
W2517300.06	North Shore Channel Erosion Control Design	3,854.11	12/29/2025	461-000-511-5340	
	Check Total:	3,854.11			
Vendor: EXCELUN	Excel University			Check Sequence: 18	ACH Enabled: False
9692	Excel training for Monique Rivera	397.00	12/29/2025	101-400-511-5590	
	Check Total:	397.00			
Vendor: FASTSIGN	Fast Signs			Check Sequence: 19	ACH Enabled: False
I-80-72833	Turkey trot supplies	651.25	12/29/2025	205-504-515-5730	
	Check Total:	651.25			
Vendor: FLEETS	Fleet Safety Supply			Check Sequence: 20	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
86210	Spot light for tower no 2	2,630.78	12/29/2025	101-350-512-5480	
	Check Total:	2,630.78			
Vendor: GALLS	Galls Incorporated			Check Sequence: 21	ACH Enabled: False
033213440	LT. J Lauria uniform items	22.58	12/29/2025	101-300-512-5070	
033481225	NIPAS tactical gear- Pant	180.00	12/29/2025	101-300-512-5730	
	Check Total:	202.58			
Vendor: GASAWAY	Gasaway Distributors, Inc.			Check Sequence: 22	ACH Enabled: False
1064200	Public Works Special Blend Salt Brine	3,256.50	12/29/2025	101-440-513-5766	
	Check Total:	3,256.50			
Vendor: GOLFMIL	Golf Mill Ford			Check Sequence: 23	ACH Enabled: False
605390P	TPM sensors for police	478.32	12/29/2025	101-300-512-5480	
605455P	Radiator hose for truck no 19	174.30	12/29/2025	205-430-515-5480	
	Check Total:	652.62			
Vendor: GRAINGE	Grainger			Check Sequence: 24	ACH Enabled: False
9731915417	Sewer ejector pump for generator room at FD	1,823.83	12/29/2025	101-350-512-5480	
9736041071	Check valve for salters	7.94	12/29/2025	660-620-519-5480	
9736066821	Check valve for salters	7.94	12/29/2025	660-620-519-5480	
9736451304	Check valve for salters	7.94	12/29/2025	660-620-519-5480	
9738409102	Batteries for VM shop	794.48	12/29/2025	101-410-511-5730	
9738890871	Steel rack for VM shop	499.15	12/29/2025	101-410-511-5730	
9739542026	Batteries for VM shop	108.00	12/29/2025	101-410-511-5730	
9742433379	Bulb for pump room controllers at pump house	14.05	12/29/2025	660-620-519-5405	
9745425067	Base for Bulb for pump room controllers at pumj	14.05	12/29/2025	660-620-519-5405	
	Check Total:	3,277.38			
Vendor: HAMPTON	Hampton, Lenzini and Renwick, Inc.			Check Sequence: 25	ACH Enabled: False
20253122	Traffic Study at Pratt & Navajo/Le Clair	3,626.50	12/29/2025	213-000-561-5340	
	Check Total:	3,626.50			
Vendor: HAWKINS	Hawkins, Inc.			Check Sequence: 26	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7282173	Chlorine cylinders for pump house	10.00	12/29/2025	660-620-519-5635	
	Check Total:	10.00			
Vendor: HOMEDEF 8023037	Home Depot Credit Services CO & Smoke Detectors	505.76	12/29/2025	101-350-512-5499	Check Sequence: 27 ACH Enabled: False
	Check Total:	505.76			
Vendor: HOTSHOT 4617	Hot Shots Sports - Chicago Blanket Purchase Order for Hot Shots	798.50	01/05/2026	205-571-515-5270	Check Sequence: 28 ACH Enabled: False
4617	Blanket Purchase Order for Hot Shots	3,890.10	01/05/2026	205-571-515-5270	
	Check Total:	4,688.60			
Vendor: STATETIL 67115	IL Dept of Transportation Maintenance for traffic control signals at various	9,268.83	12/29/2025	212-000-513-5290	Check Sequence: 29 ACH Enabled: False
67616	Maintenance for traffic control signals at various	9,268.83	12/29/2025	212-000-513-5290	
	Check Total:	18,537.66			
Vendor: LANGL 11778213	Language Line Services Language Line Usage M. Conway	42.78	12/29/2025	101-300-512-5580	Check Sequence: 30 ACH Enabled: False
	Check Total:	42.78			
Vendor: LWDCHA 1290	C/O Republic Bank Lincolnwood Chamber of Commerce & Industry Trustees Herrera, Ikezoe-Halevi, Sargon	150.00	12/29/2025	101-100-511-5840	Check Sequence: 31 ACH Enabled: False
1290	A. Gaura Toys for tots luncheon	50.00	12/29/2025	101-200-511-5840	
1290	B Liss Toys for tots luncheon	50.00	12/29/2025	101-350-512-5570	
1300	J. Patel, N. Gussis Toys for tots luncheon	100.00	12/29/2025	101-100-511-5840	
1300	M. Farrell Toys for tots luncheon	50.00	12/29/2025	101-200-511-5840	
	Check Total:	400.00			
Vendor: LOWES 78941	Lowes Business ACCT/SYNCB Wall adhesive install	106.83	01/05/2026	101-350-512-5799	Check Sequence: 32 ACH Enabled: False
79105	Ceiling fan install	48.29	01/05/2026	101-350-512-5799	
79302	Wall adhesive install	62.66	01/05/2026	101-350-512-5799	
79302	Wall adhesive install	98.88	01/05/2026	101-350-512-5799	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
79312	Credit	-69.00	01/05/2026	101-350-512-5799	
80574	Ceiling fan install	132.69	01/05/2026	101-350-512-5799	
80695	Ceiling fan install	48.57	01/05/2026	101-350-512-5799	
82246	Ceiling fan install	84.25	01/05/2026	101-350-512-5799	
82324	Ceiling fan install	42.27	01/05/2026	101-350-512-5799	
83397	Ceiling fan install	10.91	01/05/2026	101-350-512-5799	
83440	Ceiling fan install	26.06	01/05/2026	101-350-512-5799	
84687	Wall adhesive install	43.48	01/05/2026	101-350-512-5799	
85074	Credit	-134.59	01/05/2026	101-350-512-5799	
85152	Credit	-41.01	01/05/2026	101-350-512-5799	
89774	Replacement parts-pull down cords	198.63	01/05/2026	101-350-512-5799	
	Check Total:	658.92			
Vendor: MARCP	Marc Printing			Check Sequence: 33	ACH Enabled: False
114907	#10 regular envelopes	676.80	01/05/2026	101-210-511-5700	
114908	#10 window envelopes	521.85	01/05/2026	101-210-511-5700	
114909	#9 Envelopes	405.40	01/05/2026	101-210-511-5700	
	Check Total:	1,604.05			
Vendor: MIDAMER	MidAmerican Water of Wauconda, Inc.			Check Sequence: 34	ACH Enabled: False
288107W-1	Repair clamp for watermain break	655.00	12/29/2025	660-620-519-5793	
	Check Total:	655.00			
Vendor: Millerpi	Miller Pipeline LLC			Check Sequence: 35	ACH Enabled: False
2	2025 Lead Service Line Replacement (CY25)	283,795.87	12/29/2025	660-620-562-6401	
	Check Total:	283,795.87			
Vendor: MUNICEM	Municipal Emergency Services			Check Sequence: 36	ACH Enabled: False
S02187293	Matex Hose DP30G-50ARN	300.00	12/29/2025	101-350-512-5665	
S02187293	Matex Hose DP30G-50ARN	14,742.00	12/29/2025	101-350-512-5665	
	Check Total:	15,042.00			
Vendor: NICOR	Nicor Gas			Check Sequence: 37	ACH Enabled: False
NOV2025	62-02-34-0000 5 Public	225.83	12/29/2025	205-560-515-5780	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
NOV2025	29-02-90-3461 1 7055c Kostner Ave	36.03	12/29/2025	660-620-519-5780	
NOV2025	14-36-84-0000 9 COMMUNITY CTR.	384.48	12/29/2025	205-430-515-5780	
NOV2025	20-21-138932 3 Es Kostner 3s	318.14	12/29/2025	101-420-511-5780	
NOV2025	52-02-34-0000-6 VILLAGE HALL	775.02	12/29/2025	101-420-511-5780	
NOV2025	62-02-34-0000 5 Public Safety	1,450.94	12/29/2025	101-420-511-5780	
NOV2025	02-07-02-7495 2	517.17	12/29/2025	205-560-515-5780	
NOV2025	30-17-240000 1 N Lawndale ave	2,104.26	12/29/2025	101-420-511-5780	
	Check Total:	5,811.87			
Vendor: ORLANDC 179346	Orlando Auto Top, Inc. Windshield repair for tower 2	675.00	12/29/2025	Check Sequence: 38 101-350-512-5480	ACH Enabled: False
	Check Total:	675.00			
Vendor: Kim, Pat DEC2025 DEC2025 DEC2025	Kim Patricia 2024 Utility tax rebate for residents 2024 Utility tax rebate for residents 2024 Utility tax rebate for residents	35.51 5.28 26.85	01/05/2026 01/05/2026 01/05/2026	Check Sequence: 39 101-000-410-4055 101-000-410-4060 101-000-410-4050	ACH Enabled: False
	Check Total:	67.64			
Vendor: PERRYWE 12257	Perry Weather Inc Weather Monitoring Additional Users	400.00	12/29/2025	Check Sequence: 40 205-560-515-5405	ACH Enabled: False
	Check Total:	400.00			
Vendor: PERSONN 121325	Personnel Strategies, LLC Pre Employment Assessment- Police Officer can	2,100.00	12/29/2025	Check Sequence: 41 101-200-511-5599	ACH Enabled: False
	Check Total:	2,100.00			
Vendor: POMPTIRI 280179410	Pomp's Tire Services 4 tires for truck no 16	629.44	12/29/2025	Check Sequence: 42 660-620-519-5480	ACH Enabled: False
	Check Total:	629.44			
Vendor: RAYOHER 2449882	Ray O'Herron Inc Chief Clothing	172.99	12/29/2025	Check Sequence: 43 101-350-512-5730	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	172.99			
Vendor: SHERWIN 47898151891225	Sherwin Williams Co Paint for Proesel Park Shelter Ceiling	1,150.20	12/29/2025	205-430-515-5555	Check Sequence: 44 ACH Enabled: False
	Check Total:	1,150.20			
Vendor: SikiCPA 118822	Sikich CPA LLC FY2024 Audit	4,040.00	12/29/2025	101-210-511-5310	Check Sequence: 45 ACH Enabled: False
	Check Total:	4,040.00			
Vendor: SIIPSTRE TMS102793	Slipstream Group Inc. IEPA Grant	43,748.03	12/29/2025	463-420-511-6530	Check Sequence: 46 ACH Enabled: False
	Check Total:	43,748.03			
Vendor: STANDPIP 522551 522600	Standard Pipe and Supply, Inc. Fitting for emergency water line repairs for street Fitting for emergency water line repairs for street	180.02 4.71	12/29/2025 12/29/2025	660-620-519-5796 660-620-519-5796	Check Sequence: 47 ACH Enabled: False
	Check Total:	184.73			
Vendor: STRYKER 9211070804 9211070804 9211120494 9211120494	Stryker Sales Corp. Freight Laryngoscope Blades Laryngoscope batteries Freight	7.30 182.40 278.40 11.12	12/29/2025 12/29/2025 01/05/2026 01/05/2026	101-350-512-5660 101-350-512-5660 101-350-512-5660 101-350-512-5660	Check Sequence: 48 ACH Enabled: False
	Check Total:	479.22			
Vendor: SUBSURFz 29261 29404	Subsurface Solutions Connect leads for locator for streets Batteries for locator streets	159.00 895.52	12/29/2025 12/29/2025	101-440-513-5730 101-440-513-5730	Check Sequence: 49 ACH Enabled: False
	Check Total:	1,054.52			
Vendor: TIME PRO 25121056	Time Pro Nov Invoice	127.00	12/29/2025	205-530-515-5730	Check Sequence: 50 ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	127.00			
Vendor: VOLPPF 2024	Police Pension Fund Village of Lincolnwood Local Gas Tax 12-31-24 Balance due	36,521.11	12/29/2025	101-000-210-2344	Check Sequence: 51 ACH Enabled: False
	Check Total:	36,521.11			
Vendor: WAREHO 6042501-0 6047898-0 6048861-0 6055223-0 6056076-0	Warehouse Direct Finance office supplies PW office supplies Finance office supplies PW office supplies Finance office supplies	273.00 162.04 81.02 82.81 351.92	12/29/2025 12/29/2025 12/29/2025 12/29/2025 12/29/2025	101-210-511-5700 101-420-511-5730 101-210-511-5700 101-420-511-5730 101-210-511-5700	Check Sequence: 52 ACH Enabled: False
	Check Total:	950.79			
Vendor: ZOLLM 4383683	Zoll Medical Corporation GPO Flowtube (Box of 10)	673.22	12/29/2025	101-350-512-5660	Check Sequence: 53 ACH Enabled: False
	Check Total:	673.22			
	Total for Check Run:	547,756.99			
	Total of Number of Checks:	53			

# Accounts Payable

## Computer Check Proof List by Vendor

User: hdonoe  
 Printed: 01/06/2026 - 9:12AM  
 Batch: 00106.01.2026 - 106.01.2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: ASCAP	ASCAP 2026 music licensing	458.00	01/05/2026	Check Sequence: 1 205-500-515-5599	ACH Enabled: False
	Check Total:	458.00			
Vendor: QUADLEA Q2136236	Quadient Leasing USA, Inc. Quarterly leasing postage machine 1/9/26-4/8/26	1,417.47	01/05/2026	Check Sequence: 2 660-610-519-5720	ACH Enabled: False
	Check Total:	1,417.47			
Vendor: SESAC 10895380	SESAC 2026 Music licensing	641.00	01/05/2026	Check Sequence: 3 205-500-515-5599	ACH Enabled: False
	Check Total:	641.00			
	Total for Check Run:	2,516.47			
	Total of Number of Checks:	3			

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2026

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Approving the Calendar Year 2026 Contribution in the Amount of \$544,875 to the Intergovernmental Risk Management Agency and Use of Excess Surplus Funds

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since October 1, 1989, the Village of Lincolnwood has been a member of the Intergovernmental Risk Management Agency (IRMA), a member owned, self-governed public risk pool. IRMA provides members comprehensive property, casualty, workers' compensation, and public official liability coverage. IRMA also provides risk management, training opportunities, claim experts, and more. Like a premium, IRMA requires an annual contribution from each member as determined by a qualified actuary. Members can select a deductible between \$10,000 to \$250,000 per claim with a greater deductible resulting in a lower annual contribution. The Village selects a \$25,000 deductible.

Each year, the IRMA Board reviews the level of the Members' Reserve, which provides immediate temporary cash in the event of large claims. When funding in the Members' Reserve is in excess of the maximum level, as determined by independent actuaries, funds are credited to each Member's Excess Surplus Fund. The Excess Surplus Fund may be used by the Member to offset or cover annual contributions, to pay for settlement costs or jury awards not covered by IRMA, to offset supplemental assessments, or to request a check from IRMA at quarterly intervals.

## **FINANCIAL IMPACT:**

The Village's 2026 Annual Contribution to IRMA is \$544,875. Staff is recommending a \$250,000 drawdown of the Village's IRMA Excess Surplus Fund to cover a portion of the contribution payment. The remaining balance of \$294,875 will be funded from Account Number 101-000-511-5260, as budgeted.

The Village's current surplus reserve totals \$1,416,461. Use of these funds for a portion of the contribution payment will reduce available excess surplus credit to \$1,166,461.

## **VILLAGE ATTORNEY REVIEW:**

The attached Resolution was reviewed by the Village Attorney.

## **DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. 2026 IRMA Contribution Statement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving the Calendar Year 2026 contribution in the amount of \$544,875 to the Intergovernmental Risk Management Agency and use of excess surplus funds.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2026-\_\_\_\_\_**

**A RESOLUTION APPROVING THE CALENDAR YEAR 2026 CONTRIBUTION IN THE AMOUNT OF \$544,875 TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY AND USE OF EXCESS SURPLUS FUNDS**

WHEREAS, the Village of Lincolnwood is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is a member of the Intergovernmental Risk Management Agency (“*IRMA*”), a risk management pool for general liability, property and casualty, and workers’ compensation insurance; and

WHEREAS, IRMA establishes an annual contribution for each member’s costs for insurance coverage and risk management services; and

WHEREAS, IRMA has determined that the amount of the Village’s annual contribution for calendar year 2026 is \$544,875 (“*Contribution*”); and

WHEREAS, the Village has \$1,416,461 in excess reserves with IRMA that can be utilized at the Village’s discretion, with a \$250,000 drawdown of reserves budgeted to offset the Contribution; and

WHEREAS, the Contribution will be for immediate release on January 21, 2026, for payment of the Contribution in a timely manner; and

WHEREAS, the Village President and Board of Trustees have considered the Contribution and have determined that making the Contribution will serve and be in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRIBUTION. The Village President and Board of Trustees hereby approve the payment of the Contribution in the total amount of \$544,875 for immediate release on January 21, 2026.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager is hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the payment authorized pursuant to Section 2 of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of January, 2026.

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

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of January, 2026.

---

Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of January, 2026

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Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois



December 23, 2025

Village of Lincolnwood

STATEMENT OF 2026 ANNUAL CONTRIBUTION

Initial Contribution computed at a rate of \$2.319 per \$100 of five-year average Revenue Base	\$634,040
Plus or Minus: Loss Fund Adjustments	
Plus or Minus: the Experience Modifier -0.07%	(\$ 464)
2026 Contribution Before Optional Deductible Credit	\$633,576
Credit for Deductible of \$25,000	(\$88,701)
<b>2026 Annual Contribution Due</b>	<b>\$544,875</b>
<b>Plus: Members Reserve due</b>	
<b>Total Contribution Plus Reserve</b>	<b>\$544,875</b>
Excess Surplus Credit Available (can be used to pay all or part of the contribution)	\$1,416,461

Please make checks payable to Intergovernmental Risk Management Agency and enclose the completed and signed Statement of Payment. If you prefer to pay by wire transfer or ACH, contact us and we'll send the instructions. As part of our internal controls, we need the signed Statement of Payment either returned with the check, faxed to 708-236-6371, or emailed to [ashlib@irmarisk.org](mailto:ashlib@irmarisk.org)

Payment is due on or before January 31, 2026. According to Bylaw Article IV Section 4.01, any payments which are more than fifteen days late shall incur an interest penalty fee equal to 1% per month or portion thereof. **Please do not make your payment prior to January 1<sup>st</sup>.**

**As a reminder, the minimum deductible increases to \$5,000 effective January 1, 2026.** An option is available for members choosing a deductible higher than the \$5,000 minimum to pay the contribution amount before the optional deductible credit and place the optional deductible amount in a reserve fund with IRMA. See the Optional Deductible Credit Reserve Fund Policy for more information.

Members may enter into an Installment Payment Agreement, per Bylaws Section 3.02. Please contact Ashli for additional information.

Ashli Boss  
Director, Financial Services & Administration  
(708) 236-6371



December 23, 2025

STATEMENT OF PAYMENT  
2026 CONTRIBUTION

Member: Village of Lincolnwood

Invoice # 202639

Due: January 31, 2026

Excess Surplus Credit available that can be applied to contribution: \$1,416,461

\$544,875

Member's 2026 Annual Contribution Due

Members Reserve Due

( \_\_\_\_\_ ) Amount of Excess Surplus Credit applied to payment

+ \_\_\_\_\_ Amount of Optional Deductible Credit to be deposited to the  
Optional Deductible Credit Reserve Fund max of : \$88,701

\_\_\_\_\_ Net Cash Payment for 2026 Contribution/Reserve

Method of payment \_\_\_\_\_ ACH \_\_\_\_\_ Wire transfer \_\_\_\_\_ Check

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Members can choose to receive a combination of a credit/check up to a maximum of their Excess Surplus Credit Available. Any remaining funds will be carried over for future years and earn investment income at the same rate as IRMA's investment portfolio. Please send a separate request for any excess surplus refunds to be paid out by check.

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If you have any questions, contact Ashli Boss at (708) 236-6371 or [ashlib@irmarisk.org](mailto:ashlib@irmarisk.org)

**Please return this copy with your payment for proper credit, or if paying electronically, scan and either fax to 708-236-6371 or email to [ashlib@irmarisk.org](mailto:ashlib@irmarisk.org). IRMA's financial auditors verify that we have these completed sheets on file.**

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2026

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution Approving the Purchase and Installation of LED Light Fixtures for the Village Lighting Retrofit Project by Verde Energy Efficiency Experts in the Amount of \$71,343.96 as part of the Illinois Environmental Protection Agency's Energy Efficiency and Conservation Block Grant

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In January 2024, the Village was awarded \$240,000 through the Illinois Environmental Protection Agency's Energy Efficiency and Conservation Block Grant (EECBG) Program. This grant program was structured in two phases: development of a Strategic Energy Plan (Phase 1) (In-progress) and implementation of energy efficiency infrastructure upgrades (Phase 2).

The LED retrofitting project begins Phase 2 of the grant and focuses on comprehensive interior LED lighting retrofits at Village Hall, Police & Fire Department (Public Safety Building), and Public Works. In addition to advancing sustainability and energy reduction goals, this project directly responds to the Illinois Clean Lighting Act, which phases out the sale of most fluorescent lighting products beginning in 2027. Fluorescent lamps contain mercury and are being phased out for purchase in Illinois. In 2026, screw-based and bayonet-based compact fluorescent lamps are banned followed by pin-base and tubes in 2027. Proactively converting to LED lighting ensures compliance, eliminates reliance on obsolete lighting technologies, reduces hazardous material handling and disposal risks, and avoids future emergency retrofit costs when replacement lamps become unavailable. This project allows the Village to address these regulatory changes in a planned, cost-effective, and grant-funded manner rather than reacting to future compliance pressures.

A lighting assessment was conducted by Verde Energy Efficiency Experts, an approved Sourcewell installation partner utilizing Sourcewell-awarded lighting contracts, to evaluate lighting conditions across Village Hall, the Police and Fire Department, and the Public Works Facility. Sourcewell is a nationally recognized cooperative purchasing program that allows municipalities to procure goods and services through competitively solicited, pre-negotiated contracts, providing access to favorable pricing and streamlined procurement compliance. The assessment identified widespread use of outdated fluorescent lighting, inconsistent fixture types, variable color temperatures, and ongoing maintenance challenges. This proposed LED retrofit will fully eliminate fluorescent lighting, standardize fixture types across facilities, improve lighting comfort for staff, and significantly reduce long-term operating and maintenance costs. The cost per facility is summarized in the following table.

<b>Cost Breakdown</b>			
<b>Facility</b>	<b>Cost Before Incentives</b>	<b>Incentives</b>	<b>Final Cost</b>
Village Hall	\$36,027.13	\$11,838.75	\$24,188.38
Public Safety (Police & Fire)	\$53,437.43	\$22,981.11	\$30,456.32
Public Works	\$15,468.60	\$6,037.74	\$9,430.86
Misc Lights Updating*	\$9,081.90	\$1,813.50	\$7,268.40
<b>Total Cost:</b>			<b>\$71,343.96</b>

\*The Village currently has a limited number of existing LED flat panel fixtures installed in select areas, Verde initially proposed retaining these fixtures to reduce project costs. Upon further consideration, Village staff determined that replacing the remaining flat panel fixtures with standardized, professional-grade lighting products would provide greater long-term operational consistency, simplify maintenance, and ensure uniform lighting performance across all municipal facilities.

**FINANCIAL IMPACT:**

The total cost for the LED Retrofit is \$71,343.96. This is reimbursable through the grant, and there is no matching requirement. Funding is allocated in FY2026 in account number 101-420-511-5405.

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney has drafted the attached Resolution.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving the purchase and installation of LED light fixtures for the Village lighting retrofit project by Verde Energy Efficiency Experts in the amount of \$71,343.96 as part of the Illinois Environmental Protection Agency’s Energy Efficiency and Conservation Block Grant.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2026-\_\_\_\_\_

**A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF LED LIGHT FIXTURES FOR THE VILLAGE LIGHTING RETROFIT PROJECT BY VERDE ENERGY EFFICIENCY EXPERTS IN THE AMOUNT OF \$71,343.96 AS PART OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY’S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, in January 2024, the Village was awarded \$240,000 through the Illinois Environmental Protection Agency’s Energy Efficiency and Conservation Block Grant Program (“**IEPA Block Grant**”); and

WHEREAS, the Village identified the need to purchase and install LED lights as part of its Village Lighting Retrofit Project (“**LED Lights**”); and

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance (“**Sourcewell**”), is a cooperative organization representing local government, educational, and not-for-profit entities throughout the country; and

WHEREAS, Sourcewell operates a purchasing cooperative program, which permits government entities to purchase commodities and services according to contracts negotiated by Sourcewell, resulting in significant savings; and

WHEREAS, through its purchasing cooperative program, Sourcewell sought bids for the award of a contract for the purchase and installation of the LED Lights (“**Purchase Contract**”); and

WHEREAS, Sourcewell identified Verde Energy Efficiency Experts, of Chicago, Illinois (“**Verde**”), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village desires to enter into a Purchase Contract with Verde for the purchase and installation of the LED Lights, in the amount of \$71,343.96, which will be reimbursed in total by the IEPA Block Grant; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Purchase Contract with Verde;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF PURCHASE CONTRACT. The President and Board of Trustees hereby approve the Purchase Contract with Verde for the purchase and installation of the LED Lights, in the amount of \$71,343.96.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, the Purchase Contract approved pursuant to Section 2 of this Resolution, and all necessary documentation related thereto.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois



# PARTNERSHIP AGREEMENT

## Customized for:

Village of Lincolnwood

Lighting Upgrade Proposals for:

Village Hall

Public Safety

Public Works



## About us

Verde Energy Efficiency Experts, L3C was founded on a mission:  
To reduce energy consumption of existing buildings.  
This is what we do, this is who we are.

Our core values, the fabric of our business.

---

Curiously exploring new solutions  
Positive contagious energy  
Eloquent communication  
Taking pride in our work  
Confident and resilient  
Humble and gracious

---

Our trusted partners

**PHILIPS**

**GREEN INOVA**  
the quality light



# OUR PROCESS IS TURNKEY

## 1. Energy Efficiency Assessment

- Explore all energy-savings opportunities
- Listen to your pains and desired outcomes
- Identify which program maximizes your incentives

## 2. Digital Paperwork and Invoicing

- Communicate directly with the utility program
- Prepare all paperwork
  - Verde CSA
  - Utility Program Agreement
  - Digital invoice
- You provide digital signatures - that's it!

## 3. Project Installation

- An in-house team of ICC certified technicians
- All necessary materials
- All equipment and lifts included
- Caters to your hours of operation
- Note: We can only address fixtures that are currently operational

## 4. Partnership Perks

- Warranty on all labor and materials
- Recycling of all existing fluorescent tubes and other materials where applicable
- Lowered maintenance and operating costs, of course!

# WHAT WE LEARNED

## **Pains and Current State**

The lighting throughout every facility is very mixed. Not only is there a mixture of lamp type - fluorescent and LEDs (and a mixture of both fluorescent and tube LEDs in the same fixture), there's a mixture of color temperatures and fixture types. Some 2x4 fixtures have open grid-parabolic lenses where others have prismatic lenses. The maintenance bandwidth needed to replace a burnt out light bulb goes beyond just a quick swap when a replacement inventory needs to be large enough to accommodate the variability we saw during our walkthrough

During our assessment we heard a lot of feedback from staff that the lighting was not comfortable. Employees took it upon themselves to remove lamps or forgo turning on the lights completely in order to be more comfortable.

## **Desired Gains and Proposed State**

The recommendations listed here accomplish multiple pain points for the village.

- Reduce energy consumption of the existing lighting systems
- Create a more uniform look throughout all three buildings
- Increase the comfort of employees with smart lighting controls. The integrated sensors harvest daylight and the fixture's light levels can be programmed. These sensors save an additional 30% of energy based on occupancy and usage.
- Ease of maintenance - starting in 2027, fluorescent lamps will no longer be available for purchase in Illinois. This project eliminates all fluorescents at a time when incentive funding is still available for financial assistance.

## Recommendations

- Any existing fluorescent can light will be upgraded to an LED Can Trim Kit.



Any existing fluorescent can light will be upgraded to an LED Can Trim Kit. This will update the aesthetic of the lighting by closing the hole in the ceiling. The fixture lays flush against the ceiling, putting more light into the space and permanently removing maintenance issues with ballasts. If the can light already has an existing LED trim kit (e.g. Village hall board room), it will be left unchanged.

- Existing linear fluorescents in coves or soffits will be replaced with equivalent TLED lighting.



The fluorescent lights throughout the facility will be retrofitted with Philips tube LEDs and new drivers will be installed to replace existing ballasts. In addition to a much longer lifetime of 70,000 hours for the system, the LED tubes are made of plastic and therefore pose no risk of shattering and releasing harmful mercury-vapor into the space. The existing housing will be left in place.

- Existing 2x4 fixtures with plastic lenses will be replaced with uniform, 2x4 LED Evokit fixtures.



(Example: Yorkville Library Evokit Installation above)



New LED 2x4 fixtures replace existing 2x4 troffers with plastic diffusing lenses. The "Evokit" will provide an upgraded aesthetic while improving illumination and light distribution. These fixtures are Interact Pro-enabled which means they have integrated smart sensor technology which saves an additional 30% through the occupancy and daylight harvesting sensors. They can be fine tuned and scheduled to ensure the light levels are comfortable for everyone.

Note - the Village Hall and Public Safety facilities have a handful of 2x4 "flat panel" LED lights existing throughout some of the spaces. These will not be changed.

Optional add-on: **Interact Ready wireless switches**. With effortless and flexible installation, these switches make controlling an Interact system even more convenient and accessible. Customize light levels and effortlessly recall personalized scenes at the touch of a button. Install price per switch = \$90.00



- **Existing bathroom wall switches will be replaced with occupancy sensors.**



Wall Mounted Occupancy Sensors: Throughout most bathrooms, we will be replacing light switches with occupancy sensors, which turn on and off based on motion. This will save additional energy by ensuring lights are not left on when the space is unoccupied.

- **Additional Recommendations: Vending Machine Controls**



The vending machine is currently operating 24/7. The Village has an Epex model EP-G424  
Current Power consumption: 400W-500W

This installation is non-invasive and is added where the vending machine plugs into the outlet. The machine will turn on when someone comes into the vicinity of the machine but other than that, it kicks on every two hours to maintain internal temperature.



# LIGHTING INVESTMENT

## Price after incentive includes

- All materials and labor at a prevailing wage rate \*
- \*If specialty lifts are required, any additional cost will be approved by you before moving forward.
- Utility program paperwork processing
- 1 year warranty on labor and material, for lighting and lighting controls
- Recycling of existing equipment, where applicable

## Pricing Breakdown

Products marked with an asterisk (\*\*) are covered under the [Sourcewell contract 041525-SINF](#) and as a Sourcewell participating agency, the Village of Lincolnwood can benefit from the purchasing advantage Sourcewell provides for these products.

## Village Hall

Name	QTY	Subtotal
1 Lamp 4ft TLED 40K w/ Driver **	80	\$4,419.60
Can Trim Kit 8in 3/35/4K 10/15/21W 1000-2000lm **	50	\$5,651.50
EvoKit CLKE 2x4 4K 29W 4200lm SWZCS P4 **	65	\$16,427.45
Legrand - Wall Mounted Occ. Sensor	6	\$449.58
Interactpro Wireless Gateway IAP **	1	\$1,143.00
<b>Board room hanging decorative fixtures</b>		
1 Lamp 4ft TLED 40K w/ Driver **	32	\$1,767.84
PL HL 3/35/4K 11W 1500lm G24d/G24q TypeB **	32	\$1,137.92
<b>Emergency Fixture drivers</b>		

Emergency Driver EvoKit **	8	\$965.20
Emergency Ballast T8/T5 HE/HO 1L (B50CT)	1	\$178.44
Emergency Inverter Can Trim Kit	16	\$3,886.61

Subtotal	<b>\$36,027.13</b>
Recycling and Lift Fees	<b>\$800.00</b>
Small Business Program Incentives	<b>-\$7,334.95</b>
I.D. incentive for Evos	<b>-\$2,010.00</b>
ID for Board room PL HLs	<b>-\$360.00</b>
Small Business Incentive Bonus 40%	<b>-\$2,933.80</b>
<b>Total</b>	<b>\$24,188.38</b>

## Public Safety Building

Name	QTY	Subtotal
2 Lamp 4ft TLED 40K w/ Driver **	81	\$5,863.59
1 Lamp 4ft TLED 40K w/ Driver **	82	\$4,530.09
EvoKit CLKE 2x4 4K 29W 4200lm SWZCS P4 **	135	\$34,118.55
Trim Kit 8in 3/35/4K 10/15/21W 1000-2000lm **	28	\$3,164.84
Interactpro Wireless Gateway IAP **	1	\$1,143.00
Vending Machine Controls	1	\$50.00
<b>Emergency Fixture Drivers</b>		
Emergency Driver EvoKit	13	\$1,568.45
Emergency Inverter Trim Kit	5	\$1,214.56
Emergency Ballast T8/T5 HE/HO 1L (B50CT)	10	\$1,784.35

Subtotal	<b>\$53,437.43</b>
Recycling and Lift fees	<b>\$800.00</b>
Small Business Incentives	<b>-\$14,843.65</b>
Small Business 40% Bonus	<b>-\$5,937.46</b>
Instant Discounts incentives	<b>-\$3,000.00</b>
<b>Total</b>	<b>\$30,456.32</b>

# Public Works Building

Verde was not provided building plans for the Public Works building so any emergency fixtures throughout the space would need additional emergency ballasts and drivers and are not included here. There may be additional fluorescent fixtures that were missed because we could not verify our counts with the plans - in general, fluorescent fixtures are very cost effective to retrofit through the ComEd Energy Efficiency Programs and the impact on the overall cost below would be no more than 10%.

Name	QTY	Subtotal
4 Lamp 4ft TLED 50K (1804) w/ Driver **	8	\$1,183.64
EvoKit CLKE 2x4 4K 29W 4200lm SWZCS P4 **	52	\$13,141.96
Interactpro Wireless Gateway IAP **	1	\$1,143.00
Weather Stripping	3	\$0.00

Subtotal	<b>\$15,468.60</b>
Recycling and Lift fees	<b>\$800.00</b>
Small Business Incentives	<b>-\$4,884.10</b>
Standard Incentive 40% Bonus	<b>-\$1,953.64</b>
<b>Total</b>	<b>\$9,430.86</b>

**Optional add on:** To create a uniform look and to ensure all spaces have the ability to save additional energy by utilizing smart lighting controls, the handful of existing LED 2x4 flat panels throughout Village Hall and the Public Safety buildings would be replaced with the Evokit fixture. This would require the installation of additional 2x4 metal housing to be installed.

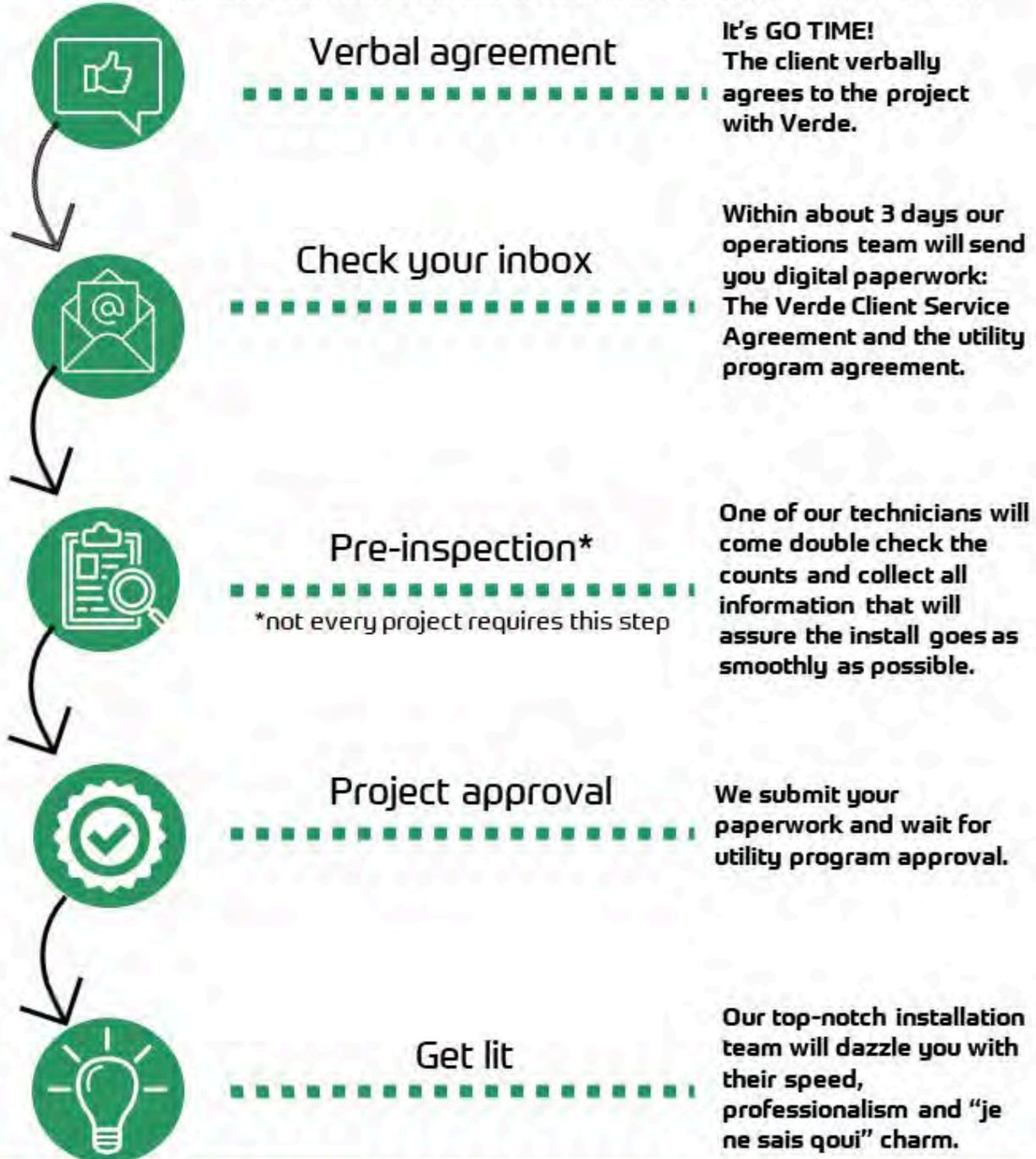


Name	Price	Tax	QTY	Subtotal
EvoKit CLKE 2x4 4K 29W 4200lm SWZCS P4 <a href="#">Specification Sheet</a>	\$199.00	\$1,611.90	30	\$7,581.90
2x4 Housing Shell	\$50.00	\$0.00	30	\$1,500.00

Subtotal	<b>\$9,081.90</b>
Instant Discounts	<b>-\$900.00</b>
Small Business Incentives	<b>-\$652.50</b>
Standard Incentive 40% Bonus	<b>-\$261.00</b>
<b>Total</b>	<b>\$7,268.40</b>

# YOUR PROJECT TIMELINE

The average time from Verbal Agreement to Installation ranges from 6-8 weeks.



Questions? We got you.  
Email : [projects@verde.expert](mailto:projects@verde.expert)  
Call : 773-413-9587

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2026

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Police

**SUBJECT:** Approval of an Ordinance Amending Section 7-2-12 (Prohibited Parking) of the Municipal Code of Lincolnwood

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On December 18, 2025, the Traffic Commission was convened, and a staff presentation was given to prohibit parking on the north side of Chase Avenue from Lincoln Avenue to Kenneth Avenue. A staff presentation was originally given on October 9, 2025, at the Committee of the Whole on the topic and the matter was referred by the Village Board to the Traffic Commission for a recommendation.

The parking concern along Chase Avenue is a preemptive measure due to concerns of parking congestion that will likely occur from employees of the new dual hotel that will be opening in the spring of 2026 at the District 1860 property.

The roadway along Chase Avenue is 26 feet in width and the area has mostly coach walk style sidewalks that prohibit the free flow of two-way traffic when vehicles are parked on the north and south side of Chase at the same time. Prohibiting parking at all times on the northside of Chase allows for a smoother flow of traffic in both directions, relief for maneuvering school buses and easier snow plowing for the Village. This prohibition in parking along Chase Avenue will allow for greater pedestrian safety and two-way vehicle traffic.

Following a presentation by staff the Traffic Commission unanimously voted to recommend amending the Village Code for section 7-2-12 to prohibit parking on the north side of Chase Avenue from Lincoln to Kenneth Avenues.

**FINANCIAL IMPACT:**

\$500.00 for signage

**VILLAGE ATTORNEY REVIEW:**

The Ordinance was reviewed by Village Attorney Hart Passman of Elrod Friedman, LLP.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. December 18, 2025, Traffic Commission Draft Meeting Minutes
3. December 18, 2025, Traffic Commission PowerPoint Presentation
4. October 9, 2025, Memorandum to the Village Manager
5. October 9, 2025, Committee of the Whole Meeting Minutes
6. October 9, 2025, Committee of the Whole PowerPoint Presentation

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance amending section 7-2-12 (Prohibited Parking) of the Municipal Code of Lincolnwood.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2026-\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 7-2-12  
(PROHIBITED PARKING)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2026.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ORDINANCE NO. 2026-\_\_**

**AN ORDINANCE AMENDING SECTION 7-2-12  
(PROHIBITED PARKING)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Section 7-2-12 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), vehicular parking is prohibited on certain designated streets within the Village; and

WHEREAS, the Village President and the Board of Trustees desire to amend Section 7-2-12 of the Village Code to prohibit vehicular parking at all times on the north side of Chase Avenue, between Lincoln Avenue and Kenneth Avenue; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. PROHIBITED PARKING. Section 7-2-12 of the Village Code is hereby amended further to add the following entry:

"7-2-12: **Prohibited Parking:**

It shall be unlawful to stop, stand or park a motor vehicle at any time on the following designated streets, or portions thereof, within the corporate limits of the municipality:

<u>Street</u>	<u>Side</u>	<u>Location</u>
<u>Chase Avenue</u>	<u>North</u>	<u>From Lincoln Avenue to North Kenneth Avenue.</u> "

SECTION 3. DESIGNATION OF PROHIBITION. The Village Department of Public Works is hereby directed and authorized to install appropriate signs and/or paint the curb of Chase Avenue in order to designate the parking prohibitions identified in the amendments set forth in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026

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Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois



**TRAFFIC COMMISSION, VILLAGE OF LINCOLNWOOD**  
**6900 N. Lincoln Avenue, Lincolnwood, IL 60712**

**DRAFT Regular Meeting Minutes**

**Thursday, December 18, 2025**

**7:00 PM**

**Gerald C. Turry Village Board Room  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712**

1. Call to Order

Acting Chairperson John Ernst called the meeting to order at 7:00 p.m.

2. Pledge to the Flag

Acting Chairperson John Ernst led the Pledge to the Flag.

3. Roll Call

Present: Commissioners, Joseph Lou, John Ernst, Luke Vucic and Antonio Costantino

Absent: Commissioners Tony Jin

Staff Liaison Present: Chief Jay Parrott and Deputy Chief Travis Raypole

Trustee Liaison: Craig Klatzco

4. Report by Chair

No Report

5. Approval of Minutes

Commissioner Lou moved to approve the minutes of October 23, 2025, Traffic Commission meeting as presented. Commissioner Costantino seconded the motion. The motion was unanimously approved by a vote of 4-0.

6. Unfinished Business

None

7. New Business – Discussion -

a. Discussion –

**Prohibited Parking Northside of Chase Avenue from Lincoln Avenue to  
Kenneth Avenue**

Chief Parrott gave a presentation in reference to the prohibited parking on the Northside of Chase Avenue from Lincoln Avenue.

Commissioner Vucic moved to go with staff recommendation and prohibit parking on the Northside of Chase Avenue from Lincoln Avenue to Kenneth Avenue. Commissioner Lou seconded the motion. The motion was unanimously approved by a vote of 4-0.

8. Public Forum

None

9. Report by Staff

Chief Parrott talked about the upcoming IDOT grant that will focus on distracted driving, speeding and seatbelt enforcement.

10. Good of the Order

Trustee Klatzco talked about the Village Board passing an Ordinance amending the Municipal Code regarding electric bicycles and motor-driven vehicles

11. Adjournment

Commissioner Lou moved to adjourn the meeting at 7:22 p.m. The motion was seconded by Commissioner Constantino and passed unanimously.

Respectfully submitted,

Travis Raypole  
Deputy Chief of Police

# Chase Avenue Prohibited Parking

TRAFFIC COMMISSION

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DECEMBER 18, 2025



# Reasons for Consideration

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- Referred by the Village Board October 9, 2025
- Street width = 26 feet
- Prohibit parking by non-residents from nearby businesses along Lincoln Avenue
  - Previously prohibited on a temporary basis during construction of 1860
- Inhibits the ability for snowplows & school buses to maneuver the roadway easily
- Obstructs walkways for pedestrians
- Dual hotel opening in spring of 2026 at District 1860



# Chase Avenue - Yellow Line = No Parking

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# Chase Avenue East from Lincoln Ave.



# Chase Avenue – East from Kilbourn Ave.

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# Chase Avenue – East from Kenneth Ave.

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# Chase Avenue - West from Kostner Ave.

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# Chase Avenue – West from Kenneth Ave.

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# Further Information

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- Northside of Chase Avenue has a carriage walk style sidewalk from Kilbourn Avenue to Kostner Avenue.
- Southside of Chase Avenue has standard sidewalks except from midblock east to Kenneth Avenue and from midblock east to Kostner Avenue.
- Southbound Kilbourn Avenue at Chase does not have a stop sign.
- Chase Avenue has a two-way stop for Kenneth Avenue.
- Chase Avenue at Kostner Avenue has a four-way stop.

# Staff Recommendations

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- Consideration for restricting parking at anytime along the northside of Chase Avenue from Lincoln Avenue to Kenneth Avenue.
- Recommendation is for an ordinance amendment to prohibited parking 7-2-12 of the Village Code.
- Ensure that the curbs are properly painted yellow for NO PARKING within 20 feet of crosswalks at intersections and within 30 feet of a stop sign approach (existing language from the Illinois Vehicle Code that is already adopted in the Village Code).

# Discussion & Questions?

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- Public Comment
- Questions from the Traffic Commission
- Staff Response
- Recommendation by the Traffic Commission



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# MEMORANDUM

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**TO:** Anne Marie Gaura, Village Manager

**FROM:** Jay Parrott, Chief of Police

**DATE:** October 9, 2025

**SUBJECT:** Discussion on Restricting Parking along the Northside of Chase Avenue from Lincoln to Kenneth Avenues

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## **Background**

Concerns of parking congestion taking place along Chase Avenue from Lincoln Avenue to Kenneth Avenue were brought forth by an elected official. This was due to the anticipated opening of the Marriott branded hotels at the District 1860 complex in early 2026.

Previous temporary parking restrictions took place along the same area during the construction of District 1860, when construction personnel began to park along Chase Avenue creating a narrow passage between Kenneth Avenue to Lincoln Avenue. During that time frame a temporary prohibition on parking took place that extended along the north side of Chase Avenue to assist in allowing vehicles to more easily pass. The narrowing potentially impacted both school buses and snowplows during the winter months.

The current request to restrict parking along the north side of Chase Avenue aligns with the same thought process that vehicles from hotel guests and/or hotel staff will potentially park away from the District 1860 property along Chase Avenue. It is believed that some existing residents of the District 1860 residential building are parking on Kilbourn Avenue south of Touhy Avenue and occasionally along Chase Avenue, but parking at this time is minimal along Chase Avenue.

Feedback from Village Public Works staff that operate snowplows and other larger equipment, support having a wider passage along any residential roadway to make it easier to maneuver and reduce the risk of contact with a parked vehicle.

Feedback from the local school bus company through School District 74 did not yield any difficulties during pick-up and drop-off of students.

Staff's review of the area supports restricting parking along the north side of Chase Avenue from Lincoln Avenue to Kenneth Avenue. Additionally, a painting refresh of yellow paint identifying a

parking restriction within 30 feet of stop signs and 20 feet of crosswalk intersections would assist with controlled prohibited parking areas.

**Recommendation**

Staff recommend a referral to the Traffic Commission for a review and recommendation to the Village Board. This will allow for notification to area residents and businesses of the public meeting and receive feedback on the proposed prohibition.

**Documents Attached**

1. PowerPoint Presentation

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
MEETING OF THE COMMITTEE OF THE WHOLE  
GERALD C. TURRY BOARD ROOM  
OCTOBER 9, 2025**

**Call to Order**

Mayor Patel called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:03 P.M., Thursday, October 9, 2025, in the Gerald C. Turry Village Board Room of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Upon roll call by Village Clerk Sokol Delisi, the following were:

PRESENT: Mayor Patel, Trustees Klatzco, Diaz Herrera, Sargon, Ikezoe-Halevi, Gussis, Martel

ABSENT: None

A quorum was present.

Also present: Village Manager Anne Marie Gaura, Assistant Village Manager Madeline Farrell, Deputy Village Attorney Hart Passman, Assistant Village Attorney Stewart Weiss, Police Chief Jay Parrott, Parks and Recreation Director Karen Hawk, Assistant Parks and Recreation Director Michelle Artis, Assistant Community Development Director Rati Akash, Public Works Director John Welch, Management Analyst Elijah Bebora

**Approval of Minutes**

The September 16, 2025 Committee of the Whole meeting minutes were presented for approval.

Trustee Sargon moved to approve the minutes of the September 16, 2025 Committee of the Whole meeting minutes. Trustee Klatzco seconded the motion.

Upon Roll Call, the results were:

AYES: Trustees Klatzco, Diaz Herrera, Sargon, Ikezoe-Halevi, Gussis, Martel

NAYS: None

ABSENT: None

The motion passed.

**Regular Business**

1. Restrictions on the Sale and Possession of Unregulated Intoxicating Substances and Flavored Liquid Nicotine Products

Presenters: Assistant Village Manager Madeline Farrell, Attorney Stewart Weiss, Police Chief Jay Parrott

*Case Background*

The Village Board convened to discuss a proposed ordinance aimed at regulating the sale and possession of unregulated intoxicating substances and flavored liquid nicotine products. This initiative was prompted by growing concerns over the availability and use of substances such as:

- Delta-8 THC, Delta-10 THC, and other hemp-derived cannabinoids
- Kratom and its potent derivative, 7-OH
- Flavored liquid nicotine products (commonly sold as vapes)
- Delta-9 THC-infused beverages

The ordinance was drafted in collaboration with the Village Attorney and modeled after the most restrictive policies adopted by peer communities including Deerfield, Highland Park, Oak Park, and others. The draft Ordinance proposes:

- Prohibiting the sale and possession of the above substances by individuals under 21
- Banning the sale of flavored vape products entirely
- Restricting the sale of Delta-9 THC beverages to Class B liquor license holders (e.g., CVS, Binny's), or banning them outright
- Amending cannabis retailer regulations to clarify what is permitted within licensed dispensaries

Legal counsel Stewart Weiss from Elrod Friedman provided a comprehensive legal and scientific overview of the regulatory gaps and chemical distinctions between cannabis and hemp-derived products. He also addressed the legal loopholes that have allowed unregulated intoxicants to proliferate in retail environments such as vape shops, gas stations, and convenience stores.

#### *Board Discussion*

##### *Delta-9 THC Beverages*

- The board debated whether to allow the sale of Delta-9 THC beverages at Class B liquor license holders or to ban them entirely.
- These beverages are currently unregulated at the state level and are being sold in mainstream retail outlets.
- Board members expressed concern that these drinks are visually indistinguishable from non-alcoholic beverages (e.g., energy drinks), making them easily accessible to minors.
- Law enforcement noted the difficulty in regulating these products due to lack of labeling and oversight.
- The majority of the board favored a complete ban on Delta-9 THC beverages.

##### *Kratom and 7-OH*

- Mr. Weiss explained that kratom is a Southeast Asian plant with mild stimulant effects, while 7-OH is a concentrated derivative with opioid-like properties.
- Kratom is unregulated by the FDA and not classified as a controlled substance, creating a regulatory vacuum.
- The Police Chief cited a 2019 local death in which kratom was a contributing factor.
- The board unanimously supported banning both kratom and 7-OH.

##### *Flavored Vape Products*

- The draft ordinance includes a ban on flavored liquid nicotine products.
- Board members reaffirmed their support for this ban, citing concerns about youth-targeted marketing and public health risks.

##### *Enforcement and Legal Considerations*

- Law enforcement emphasized the difficulty in distinguishing between legal cannabis and unregulated hemp-derived products.
- Officers noted that enforcement would be more feasible if the ordinance clearly banned the sale of all unregulated intoxicants outside of licensed dispensaries.
- The board discussed the possibility of implementing a phased enforcement approach, including initial warnings followed by fines or penalties.
- There was also discussion about the feasibility of imposing local taxes on these products, though it was noted that such taxes would require local administration and auditing.

#### Retailer Notification and Public Input

- It was acknowledged that retailers had not been notified of this initial discussion.
- The board agreed that retailers should be informed ahead of any formal vote and given the opportunity to provide input.

#### *Board Direction and Next Steps*

##### Policy Direction

- Delta-9 THC Beverages: The board expressed a preference for a complete ban rather than allowing sales through liquor license holders.
- Kratom and 7-OH: The board unanimously supported banning both substances.
- Flavored Vapes: The board supported maintaining the ban as written in the draft ordinance.
- Possession by Minors: The board agreed to prohibit possession of all listed substances by individuals under 21.

##### Implementation Plan

- Staff will notify retailers of the upcoming ordinance discussion and invite them to attend a future meeting.
- The ordinance will be scheduled for formal consideration and potential adoption within the next three board meetings.
- Staff will explore the feasibility of including product samples or images in future presentations to help board members better understand what is being sold locally.
- The board may consider a Committee of the Whole session for further discussion before final action is taken.

##### Additional Considerations

- Staff will evaluate the potential for local taxation of these products based on weight or potency.
- The board discussed the need for improved sales tax auditing of vape shops, noting that current revenue figures may underrepresent actual sales activity.
- There was interest in gathering more data on the types of products currently being sold in local vape shops, possibly through collaboration with the Police Department.

## 2. Chase Avenue Parking Restrictions Board Referral

Presenter: Police Chief Jay Parrott

#### *Case Background*

The Village Board reviewed a proposal to implement permanent parking restrictions on the north side of Chase Avenue, between Lincoln Avenue and Kenneth Avenue. This issue was raised by a board member and follows a temporary restriction that had been in place during the construction of District 1860.

Key reasons for the proposed restriction include:

- Street width: Chase Avenue is only 26 feet wide, which limits the ability for two-way traffic when cars are parked on both sides.
- Carriage walks: Some properties have carriage walks (sidewalks that cross driveways), and vehicles often park partially on them to allow more room for traffic. This obstructs pedestrian access and violates sidewalk use.
- Traffic flow: When cars are parked on both sides, only one vehicle can pass at one time, creating bottlenecks.
- Public safety: The area includes a park and is used by school buses and snowplows, both of which are hindered by narrow passageways.
- Past experience: During District 1860 construction, temporary no-parking signs were placed on the north side of Chase. This improved traffic flow and was generally well-received.

The proposal includes referring the matter to the Traffic Commission for further review and public input before any permanent action is taken.

### *Board Discussion*

#### Parking Restriction Scope and Rationale

- The Chief of Police presented GIS maps and photographs showing the narrowness of the street and examples of illegal or obstructive parking.
- The proposed restriction would apply only to the north side of Chase between Lincoln and Kenneth.
- The south side is preferred for parking due to fewer residential driveways and proximity to commercial properties.

#### Resident and Business Impact

- No formal feedback from residents has been collected yet. The Traffic Commission process will include outreach to residents and businesses.
- Board members discussed the potential for hotel employees or guests from District 1860 to use Chase Avenue for overflow parking once the hotel opens.
- There was concern that removing parking from one side might push vehicles onto adjacent north-south streets like Kilbourn or Costner.

#### Suggestions and Considerations

- Resident-only parking: Several trustees suggested implementing resident-only or permit-based parking on the south side to prevent hotel employee overflow.
- Time-based restrictions: One trustee proposed limiting parking on the north side during school hours or peak traffic times rather than a full ban.
- Traffic speed concerns: Removing cars from both sides could unintentionally increase vehicle speeds, especially during rush hour. The Chief noted that Chase is a known cut-through street and that removing obstacles could lead to faster traffic.
- Comparison to Jarvis Avenue: A trustee asked whether similar issues exist on nearby Jarvis. The Chief responded that Jarvis is wider and has seen fewer complaints since traffic control measures were implemented in coordination with Skokie.

#### Enforcement and Safety

- The Chief emphasized that even a single car parked on the north side can create a bottleneck, especially for school buses and emergency vehicles.
- There was discussion about refreshing yellow curb paint to reinforce existing no-parking zones near intersections and stop signs.

*Board Direction and Next Steps*

- The board agreed to refer the proposal to the Traffic Commission for formal review and public comment.
- As part of that process:
  - Residents and businesses along Chase Avenue will be notified and invited to provide feedback.
  - The Traffic Commission will consider additional options such as:
    - Resident-only parking on the south side
    - Time-based restrictions
    - Extending the restriction eastward to Costner if warranted
- The Police Department will refresh yellow curb markings near intersections and stop signs in accordance with the Illinois Vehicle Code (20 feet from crosswalks, 30 feet from stop signs).
- The board acknowledged that any ordinance adopted could be modified later based on community feedback or observed impacts.

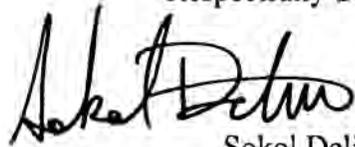
**Adjournment**

Trustee Sargon moved to adjourn the Committee of the Whole at 7:29 P.M., seconded by Trustee Martel.

The meeting was adjourned by voice vote.

Meeting Adjourned.

Respectfully Submitted,



Sokol Delisi  
Village Clerk

# Chase Avenue - Restricting Parking

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- Reasons for consideration:
  - Street width
  - Parking by non-residents from nearby businesses along Lincoln Avenue
    - Previously prohibited on a temporary basis during construction of 1860
  - Inhibits the ability for snowplows & school buses to maneuver the roadway easily
  - Obstructs walkways for pedestrians

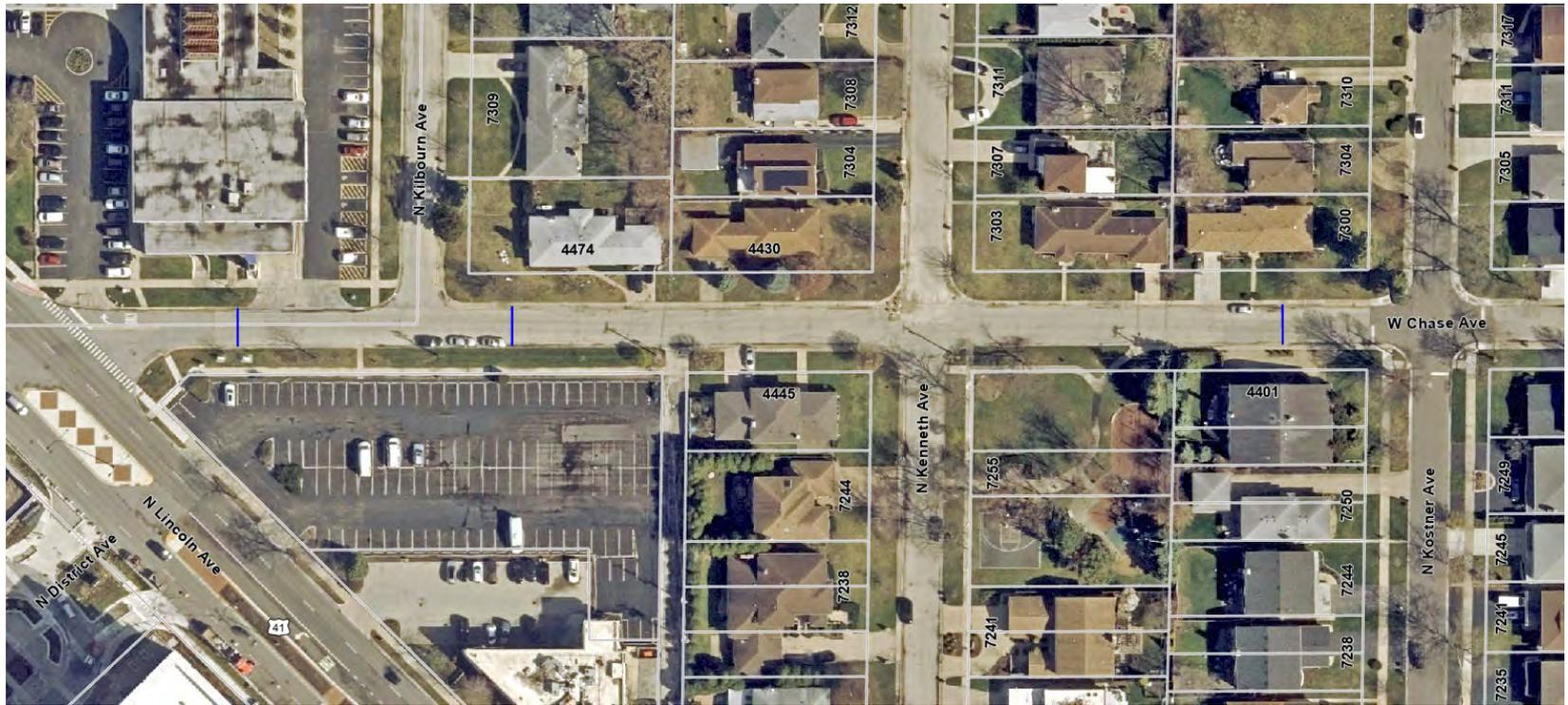
# Chase Avenue – GIS View

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# Chase Avenue – Overview

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# Chase Avenue - Yellow Line = No Parking

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# Chase Avenue East from Lincoln Ave.



# Chase Avenue – East from Kilbourn Ave.

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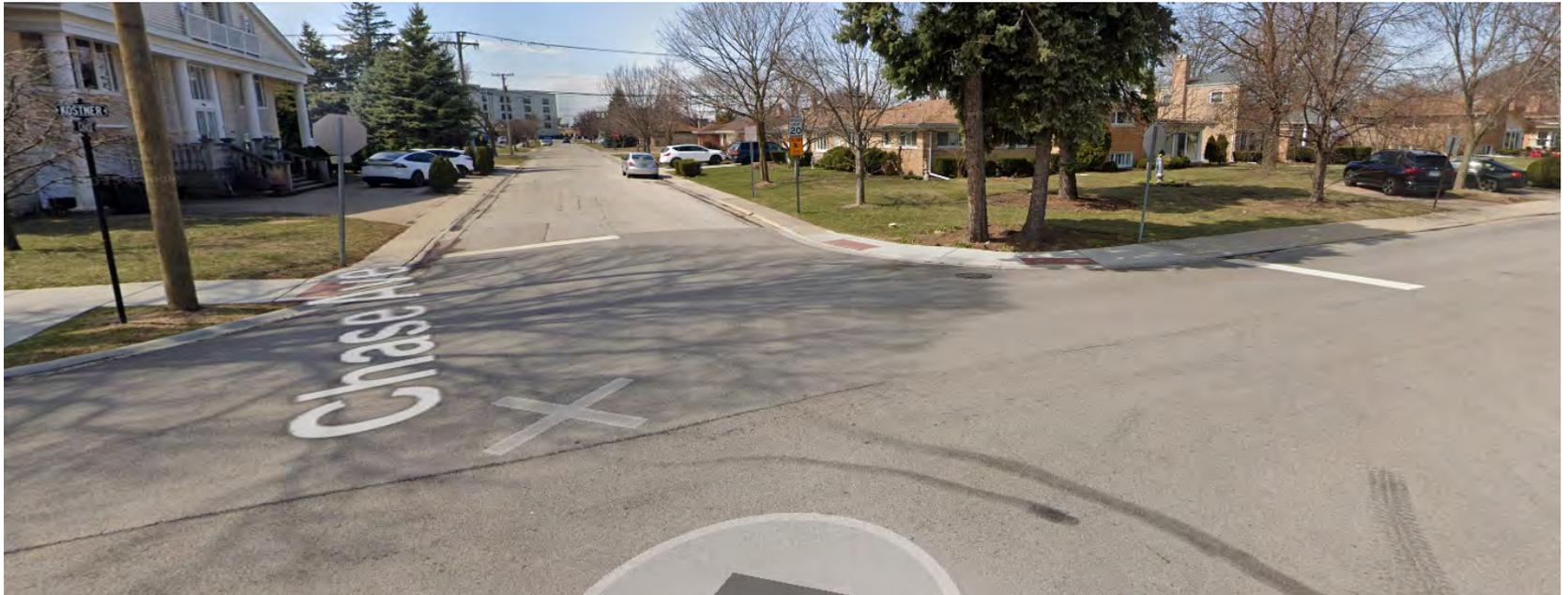
# Chase Avenue – East from Kenneth Ave.

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# Chase Avenue - West from Kostner Ave.

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# Chase Avenue – West from Kenneth Ave.

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# Further Information

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- Northside of Chase Avenue has a carriage walk style sidewalk from Kilbourn Avenue to Kostner Avenue.
- Southside of Chase Avenue has standard sidewalks except from midblock east to Kenneth Avenue and from midblock east to Kostner Avenue.
- Southbound Kilbourn Avenue at Chase does not have a stop sign.
- Chase Avenue has a two-way stop for Kenneth Avenue.
- Chase Avenue at Kostner Avenue has a four-way stop.

# Staff Recommendations

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- Consideration for restricting parking at anytime along the northside of Chase Avenue from Lincoln Avenue to Kenneth Avenue.
- Refer to the Traffic Commission for public comment from nearby residents & businesses and Traffic Commission recommendation to the Village Board.
- Ensure that the curbs are properly painted yellow for NO PARKING within 20 feet of crosswalks at intersections and within 30 feet of a stop sign approach (existing language from the Illinois Vehicle Code).

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2026

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution Waiving Competitive Bidding and Approving the Purchase of Water Meters and Meter Transmission Units from Midwest Meter, Inc., of Edinburg, Illinois

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village utilizes potable water meters equipped with automated meter reading (AMR) capabilities to monitor and track water usage for both residential and commercial customers. Many of the existing meters have reached the end of their useful life, can no longer be calibrated, and need replacing. Accurate readings ensure accurate revenue accountability for the Village's customers.

Meters are replaced as part of the Lead Service Line Replacement program and as private properties redevelop. The new meters are compatible with wireless transmitters that permit seamless data transmission via the Village's AclaraONE water software system, to ensure accurate accounting of water consumption. This integration enhances the efficiency of both the Water Division and Finance Department, improves customer service, reduces billing discrepancies, and recovers non-revenue water. Meter replacements allow the Water Division decommission aged meters and non-compatible meter transmission units (MTUs).

Replacing the Village's water meters is an important step in the Village's ongoing commitment to improving water accountability and reducing non-revenue water to meet the Illinois Department of Natural Resources (IDNR) allocation thresholds. The FY2026 budget allocates \$350,000 for the purchase of replacement meters, MTUs, and meter covers. Midwest Meter Inc. is the sole regional supplier of this equipment. The Public Works Department is requesting approval of the budgeted \$350,000 amount to ensure all water accountability requirements are met. Given the extended production lead times, it is vital to place orders as early as possible to avoid delays and ensure timely delivery.

**FINANCIAL IMPACT:**

The FY2026 Budget includes \$350,000 for water meter and MTU replacements.

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney has drafted the attached Resolution.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution

**RECOMMENDED MOTION:**

**Move to approve** a Resolution waiving competitive bidding and approving the purchase of water meters and meter transmission units from Midwest Meter, Inc., of Edinburg, Illinois.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2026-\_\_\_\_\_

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF WATER METERS AND METER TRANSMISSION UNITS FROM MIDWEST METER, INC., OF EDINBURG, ILLINOIS**

WHEREAS, the Village of Lincolnwood (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village’s Public Works Department has identified the need to purchase water meters and meter transmission units (“*MTUs*”), which have automated meter reading capabilities; and

WHEREAS, upcoming infrastructure projects require new meters to meet lead service line replacement and increased water demand requirements; and

WHEREAS, MTUs relay water usage data to data collection units for water billing and usage monitoring; and

WHEREAS, due to significant lead time issues, and to avoid a lack of available MTUs, the Public Works Department desires to purchase a quantity of water meters, MTUs, and related equipment to ensure adequate stock for MTU replacements; and

WHEREAS, Midwest Meter, Inc., of Edinburg, Illinois (“*Midwest Meter*”), is the sole source regional vendor for the Village’s water meters and MTUs; and

WHEREAS, the Village desires to purchase up to \$350,000.00 in water meters, MTUs, and related equipment from Midwest Meter during calendar year 2026; and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the water meters, MTUs, and related equipment pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the water meters, MTUs, and related equipment from Midwest Meter;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the purchase of the water meters, MTUs, and related equipment are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF PURCHASE. The Village President and Board of Trustees hereby approve the purchase of water meters, MTUs, and related equipment from Midwest Meter, in an amount not to exceed \$350,000.00.

SECTION 4. EXECUTION OF DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documentation necessary to complete the purchase approved pursuant to Section 3 of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval as provided by law.

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

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

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026.

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Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

# Request For Board Action

REFERRED TO BOARD: January 20, 2026

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: **Approval of a Resolution Waiving Competitive Bidding and Approving an Agreement with BS&A Software, LLC, of Bath, Michigan, for an Enterprise Resource Planning System**

## BACKGROUND:

The Village has utilized Springbrook Software (Springbrook) since 2003. Over the last twenty plus years there have been modifications to modules used, migrations to new versions, and, most recently, implementation of the cloud-hosted solution; however, there has never been a comprehensive review of Springbrook as an Enterprise Resource Planning System (ERP). The Village currently uses Springbrook's modules for utility billing, payroll, accounts payable/receivable, and general ledger.

In March 2025, the Village hired Baecore Group (Baecore) for ERP Software Assessment and Selection Services. An ERP assessment identifies opportunities to improve existing process workflows in a new system, identify gaps and challenges in process, and define the requirements for a new ERP system. Without an ERP assessment, it would be difficult to articulate what system requirements exist. The ERP Software Assessment and Selection Services agreement with Baecore included in an ERP assessment, recommendations, and functional summary, along with a guided selection process including identification of qualified vendors, process management, demonstration coordination, and cost analysis.

Over three days, Baecore Group conducted nearly 15 interviews with groups of staff from all Village departments. The interviews covered financial topics including purchasing, budget, accounts payable, and cashiering, utility billing, community development topics including permits, violations, inspections, online services, and licensing, administrative hearings, payroll, and human resources topics including personnel actions, evaluations, benefits, onboarding / offboarding, and employee online portals. During the interviews, Baecore consultants and Village staff discussed business processes, current state, challenges, goals, and objectives. Village staff also provided existing documentation, procedures, and policies where relevant. The information gathered by Baecore was compiled into a report identifying challenges and recommendations by functional area. The report also listed by functional area required system functionality.

The assessment revealed several cross-village challenges affecting operational efficiency:

1. **Manual, Paper-Based Processes** - Throughout all departments, paper-based workflows create inefficiencies, delay approvals, and increase the risk of errors.

2. **Disconnected Systems** - Multiple non-integrated systems necessitate duplicate data entry, hindering information sharing across departments and increase risk of record discrepancies across systems.
3. **Limited Automation** - Critical processes, such as personnel actions, journal entries, and permit processing, lack automation that could significantly improve efficiency.
4. **Poor Visibility and Tracking** - Limited audit trails and reporting capabilities hamper management oversight and accountability.

Many of the issues identified can be addressed within a traditional ERP system. The assessment recommendations outlined specific functionality and system requirements formed the foundation for evaluating and selecting a new software solution that will address current challenges and support the Village's operational objectives. It was determined that the Village's current ERP System, cannot meet the current needs of the Village.

Given the lack of functionality in the Village's current ERP system, the desire to take a streamlined approach, the Village's needs, and Baecore's extensive experience with ERP solutions and implementations, and municipal government, potential solutions that best fit the Village's requirements were identified to discuss functionality and pricing. In reviewing both the functionality and pricing components, vendor demonstrations were scheduled with BS&A Software and LAMA, the Village's current software heavily used by Community Development.

Staff from all Departments participated in multi-day demonstrations with BS&A and LAMA using anonymous scoring sheets to evaluate the functionality of each software. After compiling scoresheets and feedback, it was determined that BS&A could meet the functional requirements of the Village and could replace multiple systems currently in place. The demonstration sessions offered by BS&A showed improved workflows, reduced manual data entry, improved timelines, and enhanced accuracy.

BS&A has provided software to over 2,100 local governments since 1987 with 99% customer retention, including many of Lincolnwood's neighboring communities. In fact, many of the staff members on the Village's Management Team have utilized BS&A in other municipalities. BS&A Cloud is a secure Software as a Service (SaaS) platform built on Microsoft Azure with modern functionality that allows users to move seamlessly across functionalities. BS&A Cloud allows users to create customized dashboards that highlight pending tasks and work items, provides automatic alerts and notifications based on the user settings, and offers a global search that allows staff to search across all modules. Staff feedback also highlighted BS&A's availability of automated reporting in various formats. BS&A Cloud provides the ability to access all records associated with a property from all module types (e.g., permit, license, planning or zoning petition, violation) significantly improving staff's ability to get a complete understanding of a property. In addition, BS&A integrates with Laserfiche, the Village' record management system, offering staff quick access to historical information and other information not stored in an ERP system. These modern features and functionality improve efficiency and effectiveness for all users, which ultimately improves staff's ability to provide good customer service to all parties.

Many communities currently use BS&A Cloud as an external facing portal for contractors and residents. While this memo does not detail each functional requirement of BS&A, it's worth noting that residents and contractors will be able to submit requests for inspections and apply and pay for permits online, key features of the Village's current external facing portal. BS&A plans to release a portal for online complaints in the first half of 2026.

Staff is requesting a waiver of competitive bidding based on the qualification-based selection process conducted which contemplated functionality and pricing as the primary factors and utilized staff from all Departments to score and provide feedback.

**FINANCIAL IMPACT:**

BS&A annual subscription fees total \$40,445 and one-time implementation fees total \$134,855. Funds are included in the FY2026 Budget. BS&A will replace two current systems which incurred annual fees of \$65,350.23 and \$33,557.76 in FY2025 for a total of \$98,907.99.

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney prepared the attached Resolution and reviewed the Proposed Agreement.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement with BS&A
3. PowerPoint Presentation

**RECOMMENDED MOTION:**

**Move to approve** a Resolution waiving competitive bidding and approving an agreement with BS&A Software, LLC, of Bath, Michigan, for an enterprise resource planning system.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2026-\_\_\_\_\_

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH BS&A SOFTWARE, LLC, OF BATH, MICHIGAN, FOR AN ENTERPRISE RESOURCE PLANNING SYSTEM**

WHEREAS, the Village of Lincolnwood (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has identified the need to procure a new enterprise resource planning system (“*ERP System*”); and

WHEREAS, BS&A Software, LLC, of Bath, Michigan (“*BS&A*”), has submitted a proposal to perform and provide the ERP System for an annual cost of \$40,445, plus \$134,855 in one-time implementation fees (“*Proposal*”); and

WHEREAS, the Village desires to enter into an agreement with BS&A for the provision of the ERP System, in accordance with the Proposal (“*Agreement*”); and

WHEREAS, in order to enter into the Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to waive the formal competitive bidding requirements, and to enter into the Agreement with BS&A, for the provision of the ERP System;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Agreement and the provision of the ERP System are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and BS&A is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement

executed by BS&A; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law.

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

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

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026

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Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**  
**AGREEMENT**

**BS&A  
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

<b>Customer Name:</b> Village of Lincolnwood, Cook County IL	<b>Sponsor Contact:</b> [ ]
<b>Billing Address:</b> [ ]	<b>Sponsor Phone:</b> [ ]
<b>Accounts Payable Email:</b> [ ]	<b>Sponsor Email:</b> [ ]

**Platform and Fee Information**

<b>Effective Date:</b> [ ]	
<b>Platform Description:</b> Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
<b>“Usage Limitations”:</b>	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
<input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
<input checked="" type="checkbox"/> None	
<b>“Initial Subscription Period”:</b> [One (1) year]	<b>Subscription Fees:</b> \$40,445, payable [annually].
The “ <b>Initial Subscription Period</b> ” shall begin the at the earlier date of the go live date of the modules or;	
<ul style="list-style-type: none"> <li>• One (1) year after the Effective Date for any new software modules</li> <li>• Six (6) months after the Effective Date for any software modules upgrading from BS&amp;A’s .NET Platform</li> </ul>	
<b>Professional Services (if any):</b> \$134,855	<b>Service Fees (if any):</b>
<b>Other Customer Terms:</b>	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order as Exhibit A (the “**Terms and Conditions**”); (iv) the Pricing Sheet attached to this Order as Exhibit B (the “**Pricing Sheet**”); and (v) any Statements of Work, the initial SOW is attached as Exhibit C(each an “**SOW**”); and (iv) the Support Call Process attached as Exhibit D; entered into by the parties, a form of which is attached to this Order .

**BS&A SOFTWARE, LLC**

**VILLAGE OF LINCOLNWOOD, COOK COUNTY, IL**

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

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

**EXHIBIT A**  
**CUSTOMER TERMS AND CONDITIONS**

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data whether that data is transmitted through the Platform or gathered by other means.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Statement of Work"** or **"SOW"** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.13 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 “Usage Limitations” means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

## 2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a “Service Suspension”). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A will provide written notice of any suspension as soon as reasonably possible. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is

cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension as long as BS&A complies with the terms of this Agreement related to Service Suspensions.

2.6 BS&A Use of Business Contact Data, Usage Data and Customer Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data only: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. BS&A may only access or use Customer Data for the sole purpose of providing the BS&A products and professional services. BS&A may not sell, license or allow third-parties to access Customer Data for any purpose unless explicitly and specifically authorized in advance in writing and approved in accordance with Customer's regulations and policies.

### 3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use by Customer and its Authorized Users; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers, including cloud storage providers). Notwithstanding the foregoing, BS&A has control of and access to Customer Data and retains responsibility for the use of, access to, misuse of (including, without limitation, the use of data beyond that necessary to perform the services under this agreement) Customer Data by its agents, third-party service providers, and employees.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support (as defined in Exhibit D *Support Call Process*) via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including

without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

**5.2 Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BS&A's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BS&A to evaluate it ("Change Order"). BS&A may, at its discretion, prescribe the format of the Change Order subject to approval of the Customer, which approval will not be unreasonably withheld. BS&A shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. BS&A will inform Customer in the event a Change Order will affect the implementation schedule, the Compensation, or Go Live date prior to execution of the Change Order. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.

**5.3 Claims for Additional Compensation in Cost Summary.** The Customer is not responsible for providing payment for any services performed outside a mutually agreed Statement of Work or Change Order. If BS&A claims a right to additional compensation in excess of the fees set forth on the Cost Summary (collectively, the "**Compensation**") as a result of action taken by the Customer, BS&A must provide written notice to the Customer of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 5.3. Any changes in the Compensation will be valid only upon written Change Order pursuant to Section 5.2 of this Agreement. Regardless of the decision of the Customer relative to a claim submitted by BS&A, BS&A shall have no obligation to perform work related to a Change Order not accepted by either BS&A or Customer.

**5.4 Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

**5.5 Customer Site Access and Assistance.**

5.5.1 Customer agrees and acknowledges that the implementation of the BS&A Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BS&A as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BS&A shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 15.4, below) or solely to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.) BS&A will provide notice to Customer as soon as reasonably practicable of project issues related to the cooperation required under this Section 5.7 as well as in the event BS&A is unable to meet the project deadlines and other project milestones pursuant to this section. Notice will be provided to the Customer's named project representative.

5.5.2 At no cost to BS&A, Customer agrees to provide to BS&A full access to and use of personnel, facilities, and equipment as reasonably necessary for BS&A to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BS&A prior to Effective Date of this

Agreement, or mutually agreed to thereafter.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the undisputed invoiced amount in conformance with the requirements of the Illinois Local Government Prompt payment Act (50 ILCS 505/1 *et seq*) (“Prompt Payment Act”). If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information. For the purposes of this Agreement, the Agreement (as defined in the Order) is not Confidential Information. BS&A understands that Customer is a local government subject to various “sunshine laws” such as the Illinois Freedom of Information Act and the Illinois Open Meetings Act and that Customer will comply with all applicable laws, regulations, and court orders.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The

receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order or law shall first make commercially reasonable efforts to have given written notice to the other Party with enough time for the other Party to make reasonable efforts to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to Customer's Village Board, the general public, its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. For the duration of this Agreement, Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data only as necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data, which portions, sets, or other combinations will not contain personally identifying elements of Customer's identity, any individual or business' identity, or any Authorized Users' identities are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable and legally required administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure. Any Customer Data stored by BS&A for its use as authorized by this Agreement will be stored within the continent United States of America.

10. SaaS Services.

10.1 BS&A will ensure that Customer will utilize shared hardware in a data center located in the United States of America, but in a database dedicated to Customer's use, which is not accessible to other customers.

10.2 Microsoft Azure data centers, or any replacement data centers utilized by BS&A during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

10.3 Data centers utilized by BS&A will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BS&A Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BS&A, or due to a defect in the BS&A Software Product, BS&A will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BS&A's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BS&A in response to issues discovered by BS&A, or upon confirmation of issues relayed by Customer to BS&A, that involve Customer data that is lost, damaged, or inaccessible. Said declaration of disaster will not be unreasonably withheld by BS&A.

10.4 In the event that a backup must be restored due to a declaration of disaster, or database failure, BS&A will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

10.5 BS&A's systems are reasonably designed to ensure that, access to the BS&A Software Products can be restored within one (1) business day of the declaration of disaster.

10.6 Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BS&A Software Products or the SaaS environment related to the BS&A Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BS&A's system (hosted or otherwise) is prohibited without the prior express written approval of BS&A.

10.7 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

#### 11. Intellectual Property Ownership; Feedback.

11.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

11.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

11.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

11.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

#### 12. Mutual Warranties; Disclaimer of Other Warranties.

12.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

12.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EXCEPT AS SET FORTH IN THE STATEMENT OF WORK), TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE (EXCEPT AS SET FORTH IN THE STATEMENT OF WORK AND THE SUPPORT CALL PROCESS ADDENDUM).

#### 13. Indemnification.

##### 13.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging (i) that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US

intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim; and (ii) any Third-Party Claims arising out of BS&A's gross negligence or willful misconduct. BS&A may not settle any Third-Party claim against Customer admitting fault by Customer unless Customer consents to such settlement. Customer has the right, at its own option and expense, to defend itself against any such Third-Party claim or to participate in the defense using counsel of its own choice.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 13.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

(d) Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses to the extent such Losses result from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) gross negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; provided that BS&A promptly notifies Customer in writing of the claim, cooperates with Customer, and allows Customer sole authority to control the defense and settlement of such claim; provided, further, however, that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim at its own cost or to participate in the defense thereof by counsel of its own choice at its own cost.

13.2 Sole Remedy. THIS SECTION 13.2 SETS FORTH THE PARTIES' 'S SOLE REMEDIES AND SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM, OR CUSTOMER'S USE OF THE PLATFORM, INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### 14. Limitations of Liability.

13.1 IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

13.2 No Personal Liability. No elected or appointed official, or employee of the Customer will be personally liable, in law or in contract, to BS&A as the result of the execution and performance of this Agreement.

15. Subscription Period and Termination.

15.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

15.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Customer may terminate this Agreement for convenience, but if so terminated, any fees already paid will not be prorated and will be retained by BS&A. Customer shall promptly pay any fees and expenses that are not the subject of a good faith dispute and are related to services already performed or received or expenses already incurred.

(d) Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the Subscription Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BS&A. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused fees.

15.3 Disentanglement. In connection with termination of this Agreement for any reason, the Parties shall reasonably cooperate to accomplish an adequate and timely transition from BSA to Customer ("**Disentanglement**"); provided that BS&A may charge additional fees for services outside the scope of this Agreement. Customer will return or destroy, at the direction of BS&A, BS&A's Confidential Information in its possession, subject to compliance with the Illinois Local Records Act, 50 ILCS 205/1 et seq. BS&A will return all Customer Data within 14 days in a commonly used, commercially reasonable format, such as Microsoft SQL.

15.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

15.4 Survival. This Section 15.4 and Sections 1, 5, 8, 11, 12, 13, 14, 15.3, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

16. Miscellaneous.

16.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

16.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

16.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

16.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

16.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

16.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the

Circuit Court of Cook County, Illinois and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16.9 **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

16.10 **Export Regulation.** The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

16.11 **US Government Rights.** Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

16.12 **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

## 17. BS&A REPRESENTATIONS.

17.1 **Ability to Perform.** BS&A represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

17.2 **Authorization.** The execution, delivery and performance by BS&A of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which BS&A is now a party or by which BS&A is now or may become bound.

17.3 **Conflict of Interest.** BS&A represents and certifies that, to the best of its knowledge: (1) no Customer employee, official, or agent has an interest in the business of BS&A or this Agreement; (2) as of the date of this Agreement, neither BS&A nor any person employed or associated with BS&A has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

17.4 **No Collusion.** BS&A represents and certifies that BS&A is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois

Department of Revenue unless BS&A is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* BS&A represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that BS&A has, in procuring this Agreement, colluded with any other person, firm, or corporation, then BS&A will be liable to the Customer for all loss or damage that the Customer may suffer, and this Agreement will, at the Customer's option, be null and void.

17.5 **Sexual Harassment Policy.** BS&A certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

17.6 **No Default.** BS&A is not in arrears to the Customer under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Customer in writing.

17.7 **No Legal Actions Preventing Performance.** As of the Effective Date, BS&A has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against BS&A in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect BS&A's ability to perform its obligation under this Agreement.

17.8 **Patriot Act Compliance.** BS&A represents and warrants to the Customer that neither BS&A nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. BS&A further represents and warrants that BS&A and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. BS&A must, and will, defend, indemnify, and hold harmless the Customer and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 16.

**EXHIBIT B**  
**PRICING SHEET**  
 (Based on Quote 1869 | June 17, 2025)

**Cost Summary**

*Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.*

**Cloud Modules - Annual Fee**

<b>Financial Management</b>	
GL-General Ledger	\$4,225.00
AP-Account Payable	\$3,435.00
PO-Purchase Order	\$3,350.00
CR-Cash Receipting	\$3,865.00
AR-Account Receivables	\$3,180.00
FA-Fixed Assets	\$3,095.00
Total	\$21,150.00
<b>Community Development</b>	
BD-Building Department	\$6,930.00
BL-Business License	\$3,265.00
Total	\$10,195.00
<b>BS&amp;A Online</b>	
BSAO-Public Record Search	\$1,785.00
CD-Building	\$2,875.00
Total	\$4,660.00
<b>Utility Billing</b>	
UB - Utility Billing	\$4,440.00
Total	\$4,440.00

**Data Conversions/Database Setup**

PO-Manual-Database Setup Import of Requisitions	\$4,000.00
AR-Manual-Database Setup Import of Customers	\$2,200.00
FA-Manual-Database Setup Import of Assets	\$2,750.00
BL-Manual-Database Setup Setup of License Types, Fee Schedules	\$1,800.00
GL-Conversion-Springbrook COA, Balances, Budget, Journal Transaction history for up to 5 years	\$4,480.00
AP-Conversion-Springbrook Vendors, Invoices and check history for up to 5 years	\$3,815.00
CR-Conversion-Springbrook Receipt items, Receipt history for up to 5 years	\$3,945.00
UB-Conversion-Springbrook Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	\$6,900.00
BD-Conversion-Springbrook Setup of Permit and Enforcement Types, Fee Schedules, Permit and Enforcement History for up to 5 years	\$10,465.00
<b>Total</b>	<b>\$40,355.00</b>

**Custom Import**

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500.00
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## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**Total** **\$35,400.00**

## Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

### Setup Days

ITS Setup - FM	Setup Days: 2	\$2,400.00
ITS Setup - CD	Setup Days: 2	\$2,400.00
ITS Setup - UB	Setup Days: 2	\$2,400.00

Total Setup Days: 6                      Subtotal: \$7,200.00

### Training Days

ITS Training - FM	Training Days: 13	\$15,600.00
ITS Training - CD	Training Days: 17	\$20,400.00
ITS Training - BSAC	Training Days: 2	\$2,400.00
ITS Training - UB	Training Days: 10	\$12,000.00

Total Training Days: 42                      Subtotal: \$50,400.00

**Total Days: 48**                      **Total: \$57,600.00**

## Cost Totals

Cloud New Purchase – Annual Fee	Subtotal	\$40,445.00
Data Conversion/Database Setup	Subtotal	\$40,355.00
Custom Import	Subtotal	\$1,500.00
Project Management and Implementation Planning	Subtotal	\$35,400.00
Implementation and Training	Subtotal	\$57,600.00

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### Total Proposed

**\$175,300.00**

**Estimated Travel Expenses are NOT outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.**

\$160/\$185/\$225 per day hotel, varies by state

\$90 per day car rental

\$70 per day meals

\$730 per trip airfare/related expenses

\$0.70/mile round trip for drive distance

## BS&A Online

### Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

## PAYMENT TERMS

1. Customer shall pay undisputed invoices to BS&A in conformance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq*) ("Prompt Payment Act").
2. Any amount not subject to good faith dispute and not paid pursuant to the Agreement shall, without prejudice to other rights and remedies, be subject to an interest charge permissible pursuant to the Prompt Payment Act. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing within thirty (30) days of Customer's receipt of the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute. BS&A will respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. BS&A will work with Customer as may be necessary to develop an action plan that outlines reasonable steps to be taken by BS&A and Customer to resolve any issues presented in Customer's notice. Customer may withhold payment of the amount(s) actually in dispute, and only those amounts, until BS&A completes the action items outlined in the plan. If BS&A is unable to complete the action items outlined in the action plan because of Customer's failure to complete the items agreed to be done by Customer, then Customer will remit full payment of the invoice.
3. BS&A shall invoice Customer \$75,735.00 upon Effective Date for BS&A's Project Management/Implementation Planning Fees, Custom Import, and Data Conversion fees as set forth above.
4. BS&A shall invoice Customer \$40,355 upon activation of Customer's site for use of the BS&A Software Product(s). Such amount equals BS&A's Cloud Modules subscription Fees as set forth above. BS&A will activate Customer's site for use upon the commencement of Implementation and Training.
5. BS&A shall invoice Customer \$59,100.00 plus travel expenses at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customizations and Integrations costs, Post-Go Live Assistance, and travel expenses, as set forth in Schedule 2. Notwithstanding the foregoing, Customer will only be billed for Training/Implementation days used.

**EXHIBIT C**

**STATEMENT OF WORK**

This Statement of Work (this “**SOW**”) adopts and incorporates by reference the terms and conditions of the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and Village of Lincolnwood (“**Customer**”) on [INSERT DATE] (the “**Agreement**”). Capitalized terms used by not defined in this SOW have the meanings set out in the Agreement. In the event of a conflict between the terms in this SOW and the Agreement, the terms of this SOW shall control.

# Statement of Work

## Village of Lincolnwood, Cook County IL

Prepared for: Village of Lincolnwood

Prepared by: Kevin Schafer  
BS&A Software

Date: September 29, 2025

Version: 1

Revision: 0

Status: Draft



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# 1. Contact List

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This section provides the list of key contacts for both BS&A Software and City of Granite:

## **BS&A Contacts**

<i>Kevin Schafer</i>	<i>kschafer@bsasoftware.com</i>	<i>517-641-8900</i>
Name one	Email one	Cell one
Name two	Email two	Cell two
Name three	Email three	Cell three

## **Village of Lincolnwood Contacts**

<i>Name</i>	<i>Email</i>	<i>Cell</i>
Village Project Manager*	Email one	Cell one
Name two	Email two	Cell two
Name three	Email three	Cell three

\*The individual identified as the Village Project Manager is the person designated to coordinate all scheduling/rescheduling of any implementation sessions with BS&A.

## 2. Activities and Deliverables

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This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

### 2.1 GL/Budgeting

#### Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data
7. Convert final data
8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

#### Establish BS&A Process

1. Review current GL process
  - a. Chart of Accounts analysis
  - b. Pooled cash environments
  - c. Budget process and timing
  - d. Bank reconciliation process and timing
  - e.
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

### 2.2 Cash Receipting

#### Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
  - a. If no conversion, add receipt items
8. QC final BS&A database and documentation
9. Verify final BS&A database at cutover

#### Establish BS&A Process

1. Review current CR process
  - a. Number of receipting stations

- b. Confirm receipting hardware requirements
  - c. Any required application interfaces
- 2. Review BS&A application functionality
- 3. Define BS&A process and training requirements
- 4. Document BS&A process
- 5. Verify final BS&A process at cutover

## 2.3 Accounts Payable

### Establish BS&A Databases

- 1. Extract preliminary data with corroborating reports
- 2. Confirm fiscal year end and desired GL format
- 3. Preliminary conversion development
- 4. Preliminary conversion QC and documentation
- 5. Preliminary conversion data review
- 6. Extract final data with corroborating reports
- 7. Convert final data
  - a. If no conversion, import vendors list
- 8. QC final BS&A database and documentation
  - a. Verify 1099 vendors are marked
- 9. Verify final BS&A database at cutover

### Establish BS&A Process

- 1. Review current AP process
  - a. Invoice entry process and timing
  - b. Approval process
  - c. Check run process and timing
- 2. Review BS&A application functionality
- 3. Define BS&A process and training requirements
- 4. Document BS&A process
- 5. Verify final BS&A process at cutover

## 2.4 Fixed Assets

### Establish BS&A Databases

- 1. Extract preliminary data with corroborating reports
- 2. Collect screen shots from current solution
- 3. Preliminary conversion development
- 4. Preliminary conversion QC and documentation
- 5. Preliminary conversion data review
- 6. Extract final data with corroborating reports
- 7. Convert final data
- 8. QC final BS&A database and documentation
- 9. Verify final BS&A database at cutover

### Establish BS&A Process

- 1. Review current FA process
  - a. Depreciation schedule
  - b. Construction in progress

- c. Improvements
- d. Importing assets from PO or AP
- 2. Review BS&A application functionality
- 3. Define BS&A process and training requirements
- 4. Document BS&A process
- 5. Verify final BS&A process at cutover

## 2.5 Accounts Receivables

### Establish BS&A Databases

- 1. Extract preliminary data with corroborating reports
- 2. QC final BS&A documentation
- 3. Customize AR invoice format
- 4. Customize customer statement format
- 5. Verify final BS&A database at cutover

### Establish BS&A Process

- 1. Review current MR process
  - a. Invoice entry process
  - b. Billing frequency
  - c. Penalties
  - d. ACH payments
  - e. Handling of delinquent balances
  - f. Any required application interfaces
- 2. Review BS&A application functionality
- 3. Define BS&A process and training requirements
- 4. Document BS&A process
- 5. Verify final BS&A process at cutover

## 2.6 Purchase Order

### Establish BS&A Databases

- 1. Extract preliminary data with corroborating reports
- 2. QC final BS&A documentation
- 3. Customize purchase order format
- 4. Verify final BS&A database at cutover

### Establish BS&A Process

- 1. Review current PO process
  - a. Requisition entry process
  - b. Purchasing policy
  - c. Approval workflow
  - d. Bidding
  - e. Receiving
  - f. Year end process
- 2. Review BS&A application functionality
- 3. Define BS&A process and training requirements
- 4. Define the approach for entry of open and partial PO's.
- 5. Document BS&A process
- 6. Verify final BS&A process at cutover

## **2.7 Building Department (permits, inspections, contractors, planning & zoning, code enforcement)**

### **Establish BS&A Databases**

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

### **Establish BS&A Process**

1. Review current BD process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

## **2.8 Licensing**

### **Establish BS&A Process**

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

## **2.9 BS&A Online - Community Development (including permits, inspections, contractors, planning & zoning, licensing)**

### **Establish BS&A Process**

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Customize bill format and other documents
7. Extract final data with corroborating reports
8. Convert final data
9. QC final BS&A database and documentation
10. Verify final BS&A database at cutover

## 2.10. Utility Billing

### Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Collect screen shots from current solution
3. Preliminary conversion development
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Customize bill format and other documents
7. Extract final data with corroborating reports
8. Convert final data
9. QC final BS&A database and documentation
10. Verify final BS&A database at cutover

### Establish BS&A Process

1. Review current UB process
  - a. Billing frequency and timing
  - b. Read file interfaces
  - c. Bill printing process
  - d. Payment process
  - e. Delinquent balance process
  - f. Work orders
  - g. Any required application interfaces
2. Review BS&A application functionality
3. Establish new read file interface
4. Establish payment file interface
5. Establish printer export file
6. Define BS&A process and training requirements

## 2.11. Data Review Availability

BS&A will provide the customer with access to their converted data for review prior to go-live.

### **Initial Review Period:**

During the initial BS&A training sessions, which will begin no later than one (1) month prior to go-live, the Customer will have access to all of their converted data in the BS&A system for review and validation. BS&A will make all reasonable effort to make corrections and resolve reported data issues prior to the pre go-live final review.

### **Pre Go-Live Final Review:**

An additional data review window will be provided during the pre go-live week, allowing the Customer to conduct final verification of all of their converted data prior to production cutover. BS&A will make all reasonable effort to make corrections and resolve reported data issues prior to Customer's go live.

BS&A and the customer will collaborate to identify and resolve any data-related concerns discovered during these review periods. The customer is responsible for conducting timely review and providing feedback within mutually agreed-upon timeframes to support the overall project schedule.

## 3. Delivery Method

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This section describes the method that BS&A Software will use to deliver this project to Village of Lincolnwood. This method is described in terms of the generalized approach and as a detailed schedule.

### 3.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of Village of Lincolnwood:

#### **Phase 1 – Initiate**

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

#### **Phase 2 – Plan**

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

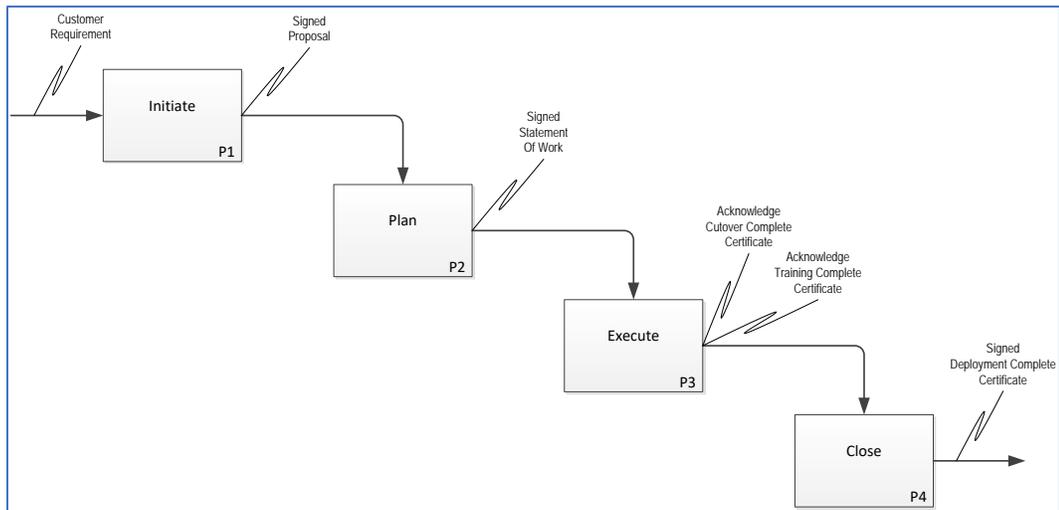
#### **Phase 3 – Execute**

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

#### **Phase 4 – Close**

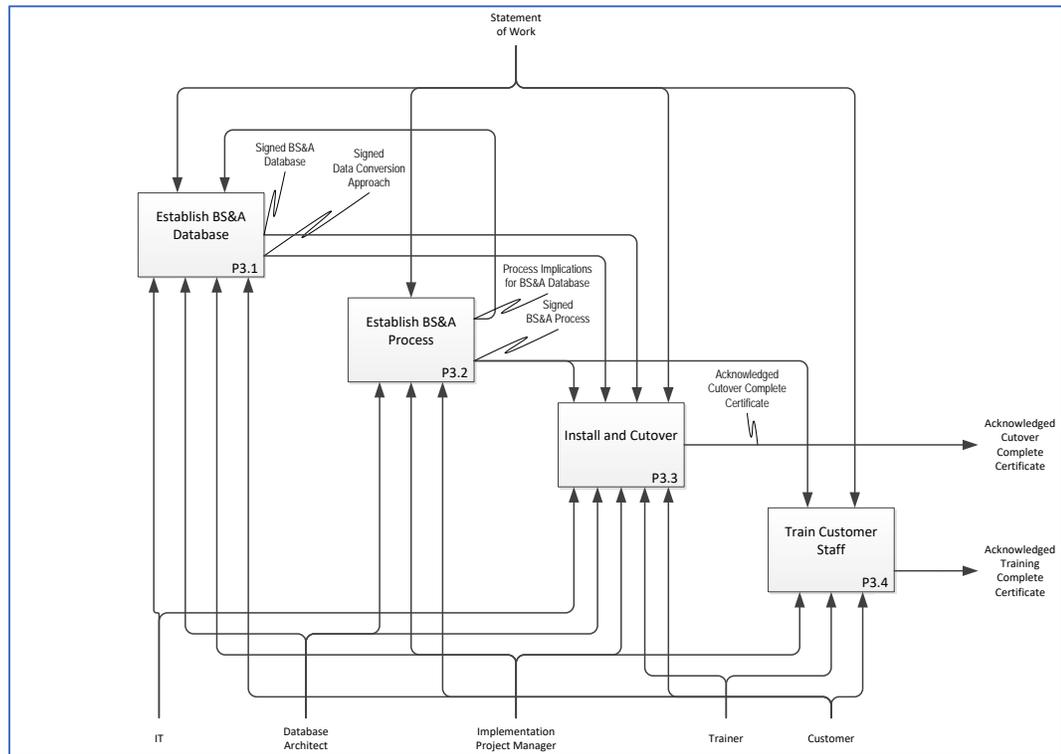
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

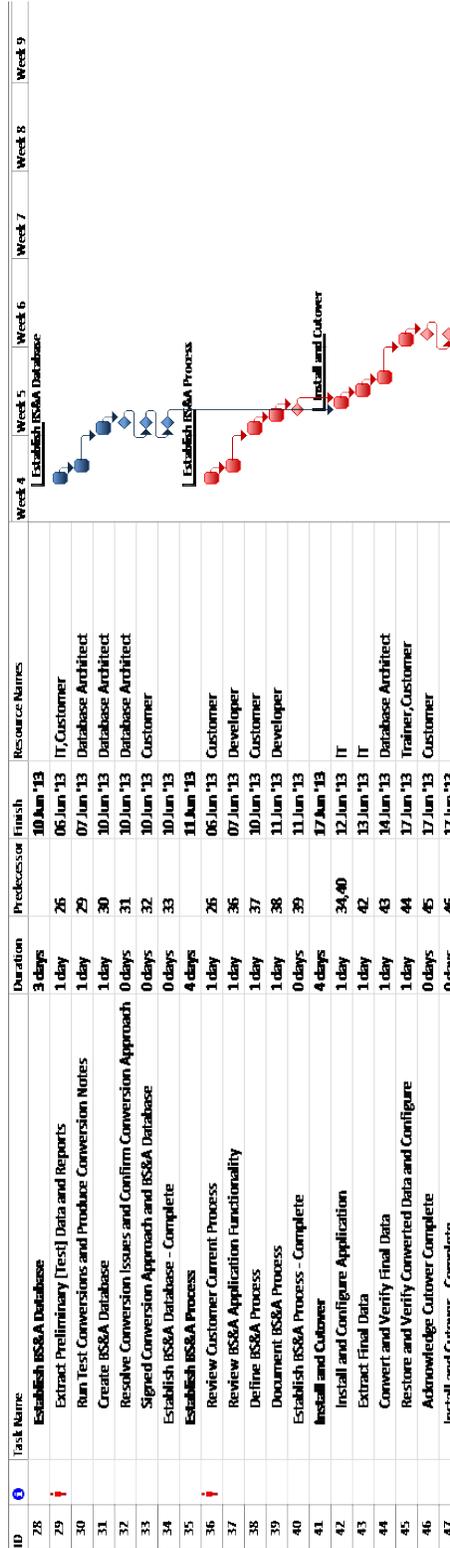
- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

### 3.2 Sample Detailed Schedule

Task	Responsible Parties ( <b>Bold is Primary</b> )	Start	Duration
<b>Initiation Activities</b>			
Conduct Kick-off Meeting	<b>BS&amp;A</b> and City	1 month post signing	1 day
Review Project Scope and Project Management Process	<b>BS&amp;A</b>	1 month post signing	1 day
Establish Project Meeting Schedule	<b>BS&amp;A</b> and City	1 month post signing	1 day
Assemble BS&A Project Team	<b>BS&amp;A</b>	1.5 months post signing	1 day
Assemble City Project Team	<b>City</b>	1.5 months post signing	1 day
Create Initial Project Timeline	<b>BS&amp;A &amp; City</b>	1.5 months post signing	1 day
<b>IT and Data Conversion Activities</b>			
Meet with City IT Staff to review Hardware Configurations	<b>BS&amp;A</b> and City	5 months pre go-live	1 day
Extract Preliminary Data from current System	<b>BS&amp;A</b> and <b>City</b>	5 months pre go-live	1 week
Conduct Data Mapping and Develop Data Conversion Routines	<b>BS&amp;A</b>	5 months pre go-live	1 month
Conduct Review of Converted Data with City	<b>BS&amp;A</b> and City	4 months pre go-live	Approx 1 day
Install Programs	<b>BS&amp;A</b>	4 months pre go-live	1 day
<b>Knowledge Transfer</b>			
Conduct On-site Process Review Meeting	<b>BS&amp;A</b> and <b>City</b>	3 months pre go-live	2 days
Conduct Analysis of Current Forms	<b>BS&amp;A</b> and City	3 months pre go-live	1 day
Conduct Review of Required Reports	<b>BS&amp;A</b> and City	3 months pre go-live	1 day
Conduct Analysis of System Interface Requirements	<b>BS&amp;A</b> and City	3 months pre go-live	1 day
Develop Best Practices Recommendation	<b>BS&amp;A</b>	3 months pre go-live	1 day
Approve Recommendations	<b>City</b>	3 months pre go-live	1 day
Provide Consulting and Assistance with Chart of Account Redesign	<b>BS&amp;A</b>	3 months pre go-live	1 day
Create System Specification Document	<b>BS&amp;A</b>	3 months pre go-live	3 days
<b>Implementation</b>			
Create Forms	<b>BS&amp;A</b>	0-2 months pre go-live	2 days
Create Reports	<b>BS&amp;A</b>	0-2 months pre go-live	2 days
Conduct Acceptance Testing	<b>City</b>	0-2 months pre go-live	2 days
Conduct Final Data Extraction	<b>City</b>	1 week pre go-live	2 days
Convert Final Data	<b>BS&amp;A</b>	1 week pre go-live	2 days
On-site Set-up for Users and Configuration Items	<b>BS&amp;A</b>	0-1 month pre go-live	4 days
<b>Training</b>			
On-site Training	<b>BS&amp;A and City</b>	0-2 months pre go-live	Varies
<b>Post-Project Activities</b>			
Conduct Post Project Review & Assessment	<b>BS&amp;A and City</b>	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	<b>BS&amp;A and City</b>	TBD	TBD

### 3.3 Gantt Chart



## 4. Project Management Process

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This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

### 4.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

#### Project Specific Roles

BS&A Software will use the following roles during the project:

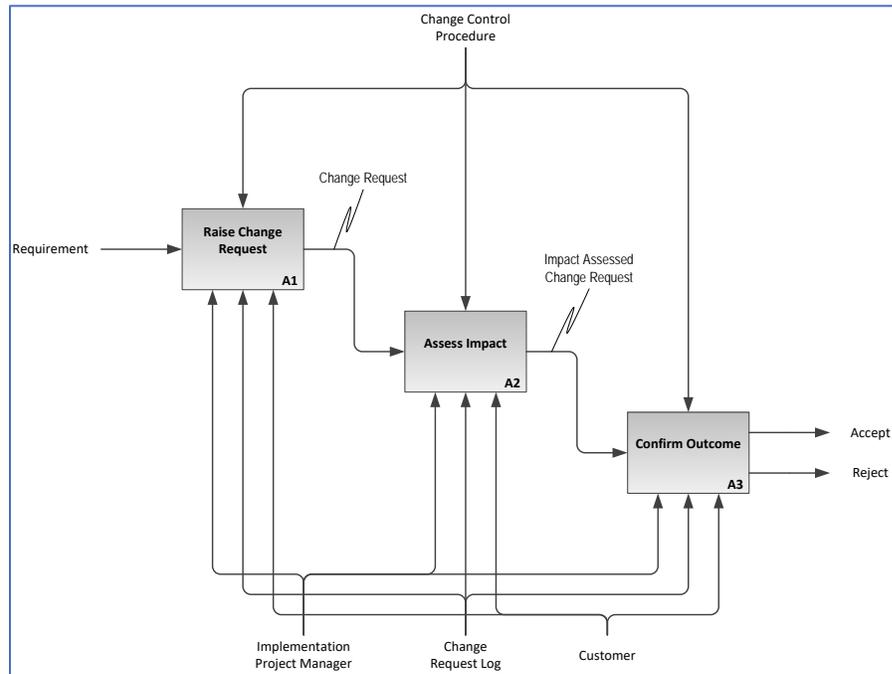
- ~ **Implementation Director**
  - ˘ Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Implementation Project Manager**
  - ˘ Has day-to-day accountability for the project.
  - ˘ Manages and coordinates all activities and resources associated with the project
  - ˘ Produces and maintains the Project Plan
  - ˘ Responsible for and leads the work associated with the development of the customer's new processes.
  - ˘ Will provide, or direct BS&A project team members to provide to Customer, a Master Action List containing all action items and business process decisions for the project.
  - ˘ The Project Manager will be assigned following execution of the Agreement and prior to the project Kick-Off meeting.
  - ˘ Will hold a project status meeting with the Village Project Manager scheduled as mutually agreed by BS&A and Customer based on project status and needs.
- ~ **Database Architect**
  - ˘ Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Trainer**
  - ˘ Responsible for and leads the cutover and delivery of the training.
- ~ **IT**
  - ˘ Assists with the extraction of test and production data from the customer's existing applications.
  - ˘ Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
  - ˘ May assist as required.

Note: there may be a number of people fulfilling each role; i.e., trainers may only train on specific applications.

## 4.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

**Figure 3: Change Control Procedure**



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

## 4.3 RAID Management

This subsection provides an overview of the RAID Management (Risk, Action, Issue, and Decision) procedures that will be used to support the delivery of this project.

ITEM	DEFINITION	ATTRIBUTES
Risk	Used to describe events that may occur and the impact on the project if they occur	<p><i>Creation</i> – can be raised at any point during the life of the project</p> <p><i>Review</i> – risks will be reviewed at specific times during the project</p> <p><i>Lifespan</i> – could remain open for the duration of the project</p>
Action	Used to describe and control the specific tasks that are raised at management meetings. These tasks are outside of activities listed in the Project Plan and Statement of Work.	<p><i>Creation</i> – are raised at an appropriate management meeting, and can be raised at any point during the life of the project.</p> <p><i>Review</i> – progress towards closure will be reviewed at each subsequent instance of the management meeting at which the action was raised.</p> <p><i>Lifespan</i> – the expectation is that an action will be closed within two iterations of the management meeting at which they were raised.</p>
Issue	Used to describe and bring focus to a situation where a task on the project plan has not been, or cannot be, delivered according to: schedule, specification, or budget.	<p><i>Creation</i> – can be raised at any point during the life of the project.</p> <p><i>Review</i> – progress towards closure will be reviewed at the management meeting.</p> <p><i>Lifespan</i> – an issue will remain open until it has been resolved to the satisfaction of all concerned.</p>
Decision	Used to describe and record a decision made by the project; i.e., the outcome of a change request, or the approval of a milestone.	<p><i>Creation</i> – can be raised at any point during the life of the project.</p> <p><i>Review</i> – decisions are presented to a management meeting that has the authority to make those decisions.</p> <p><i>Lifespan</i> – a decision will be open up to the point that when it is presented to the meeting, it will be either accepted or rejected (a “no-decision” is equal to a rejection).</p>

The details of the RAID Management procedure are available in the Project Management Procedures document.

## 5. Review and Approval

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There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Implementation Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

## 6. Appendix

### 6.1 Change Request Form

TITLE	&A SOFTWARE
<p><b>Owner</b></p> <p>Provide the name of the person who would like this Change Request to go forward for consideration.</p>	
<p><b>Date Raised</b></p> <p>Provide the date that this Change Request was raised</p>	
<p><b>Rationale</b></p> <p><i>[tick most appropriate]</i></p> <p>What is the primary reason for raising this Change Request?</p>	<p><input type="radio"/> Unknown</p> <p><input type="radio"/> Resolve an issue</p> <p><input type="radio"/> Terminate or treat a risk</p> <p><input type="radio"/> Reduce project cost</p> <p><input type="radio"/> Improve the business case</p> <p><input type="radio"/> Increase capability</p> <p><input type="radio"/> Align with external environment</p> <p><input type="radio"/> Comply with legal or regulatory requirements</p>
<p><b>Description</b></p> <p><i>[tick all appropriate]</i></p> <p>What needs to change?</p>	<p><input type="checkbox"/> Change scope</p> <p><input type="checkbox"/> Change specification</p> <p><input type="checkbox"/> Change design</p> <p><input type="checkbox"/> Change strategy or approach</p> <p><input type="checkbox"/> Change schedule</p>
<p><b>Description notes</b></p> <p>Provide a brief description of what needs to change, and include reference to the specific milestones that will be affected.</p>	
<p><b>Benefit</b></p> <p><i>[tick most appropriate]</i></p> <p>What is the expected scale of the benefit associated with this Change Request?</p>	<p><input type="radio"/> Unknown</p> <p><input type="radio"/> Less than \$1,000</p> <p><input type="radio"/> Between \$1,000 and \$5,000</p> <p><input type="radio"/> Between \$5,000 and \$10,000</p>

	<input type="radio"/> More than \$10,000
<p><b>Impact on schedule</b></p> <p><i>[tick most appropriate]</i></p> <p>What is the estimated impact on the schedule of this Change Request?</p>	<input type="radio"/> Unknown <input type="radio"/> No impact <input type="radio"/> One month <input type="radio"/> Between one month and three months <input type="radio"/> More than three months
<p><b>Impact on cost</b></p> <p><i>[tick most appropriate]</i></p> <p>What is the estimated direct cost of implementing this Change Request?</p>	<input type="radio"/> Unknown <input type="radio"/> Less than \$1,000 <input type="radio"/> Between \$1,000 and \$5,000 <input type="radio"/> Between \$5,000 and \$10,000 <input type="radio"/> More than \$10,000

**EXHIBIT D**  
**Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

**BSA targets less than two (2) hours for initial response ("Initial Response Target").**

**Customer service requests fall into four main categories:**

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
  - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day after a fix has been identified.
  - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within BSA's standard update cycle.
  - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

**Remote Support Process**

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

# Tonight's Discussion

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- At the January 6, 2026 Village Board meeting, staff outlined steps taken in the ERP and HR/Payroll Assessment and Selection processes.
- Staff also provided an overview of two software agreements and a project management agreement.
- Presented for approval tonight are the following:
  - An Agreement with BS&A for an ERP System
  - An Agreement with Paylocity for an HR/Payroll System
  - An Amendment to the Agreement with Baecore for Project Management Services

# Background

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- The Village has utilized Springbrook Software (Springbrook) since 2003.
- The Village currently uses Springbrook's modules for utility billing, payroll, accounts payable/receivable, and general ledger.
- Over the last twenty plus years there have been modifications to modules used, migrations to new versions, and, most recently, implementation of the cloud-hosted solution; however, there has never been a comprehensive review of Springbrook as an Enterprise Resource Planning System (ERP).
- In March 2025, the Village hired Baecore Group (Baecore) for ERP Software Assessment and Selection Services.

# Assessment Results

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- The assessment revealed several cross-village challenges affecting operational efficiency:
  - **Manual, Paper-Based Processes** - Throughout all departments, paper-based workflows create inefficiencies, delay approvals, and increase the risk of errors.
  - **Disconnected Systems** - Multiple non-integrated systems necessitate duplicate data entry, hindering information sharing across departments and increase risk of record discrepancies across systems.
  - **Limited Automation** - Critical processes, such as personnel actions, journal entries, and permit processing, lack automation that could significantly improve efficiency.
  - **Poor Visibility and Tracking** - Limited audit trails and reporting capabilities hamper management oversight and accountability.

Many of the issues identified can be addressed within a traditional ERP system. HR/Payroll was one of two distinct areas that will not fit comfortably within an ERP sized for the Village.

# ERP System Selection

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- The assessment recommendations outlined specific functionality and ERP system requirements that formed the foundation for evaluating and selecting a new software.
- It was determined that the Village's current ERP System cannot meet the current needs of the Village.
- In reviewing both the functionality and pricing components, vendor demonstrations were scheduled with a potential new vendor and LAMA, the Village's current software heavily used by Community Development.

# Proposed Software

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- The proposed software:
  - allows users to create customized dashboards that highlight pending tasks and work items
  - provides automatic alerts and notifications based on the user settings
  - offers a global search that allows staff to search across all modules
  - has automated reporting in various formats
  - gives access all records associated with a property from all module types (e.g., permit, license, planning or zoning petition, violation)
  - integrates with Laserfiche, the Village' record management system
  - allows residents and contractors to submit requests for inspections and apply and pay for permits online

# HR/Payroll Software Assessment and Selection Services

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- Many of the issues identified in the ERP Assessment can be addressed within a traditional ERP system.
- HR/Payroll was one of two distinct areas that will not fit comfortably within an ERP sized for the Village.
- In September 2025, the Village amended its agreement with Baecore to include additional software assessment and selection services.

# Assessment Results

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- Personnel across all departments reported significant HR & Payroll challenges that are more systemic than general system limitations. These issues came to the forefront due to several significant factors:
  - **Seasonal Workforce** – The large volume of seasonal hires creates recurring needs for streamlined online recruiting and onboarding tools.
  - **Non-Exempt Time Reporting** – With a significant number of non-exempt employees, the Village requires time tracking tools to automate approvals and integrate with payroll.

# Proposed Software

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- The proposed system offers:
  - integrated timeclocks which reduce data entry errors
  - recruiting tools needed to track and manage the large volume of seasonal personnel
  - automated onboarding functionality
  - functionality needed to track and manage performance review and resulting merit increases
  - approval workflows
  - accurate calculation of complex overtime
  - integration with bswfit
  - employees and supervisors ability to see real-time accruals and historical employee pay information

# Project Management Services

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- Staff is recommending the use of a third party for multiple reasons:
  - Back-to-back implementations make accuracy and timeliness critical
  - Baecore is familiar with the software and can help the Village avoid mistakes and issues seen in other communities
  - The Village does not have full-time IT or Finance staff available to conduct these project management services
  - The Village will keep these systems for many years so implementation should maximize opportunities for workflow improvements and process efficiencies
  - Baecore has learned a tremendous amount about the Village's workflows and structure during the assessment stage

# Associated Costs

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- For both systems, new annual fees will total \$68,395 and one-time implementation fees will total \$137,835.
- These two systems will replace four current systems which totaled \$121,693.98 in FY2025 annual fees.
- Project Management Services for the ERP and HR/Payroll software implementations total \$225,812.
- Funds are included in the FY2026 Budget.

# Recommendation

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- **Motion to approve** a Resolution waiving competitive bidding and approving an agreement with BS&A Software, LLC, of Bath, Michigan, for an enterprise resource planning system
- **Motion to approve** a Resolution waiving competitive bidding and approving an agreement with Paylocity Corporation for human resources and payroll software services
- **Motion to approve** a Resolution waiving competitive bidding and approving a second amendment to an agreement with Baecore Group, Inc., for additional ERP software assessment and selection services

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2026

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Waiving Competitive Bidding and Approving an Agreement with Paylocity Corporation for Human Resources and Payroll Software Services

**BACKGROUND:**

The Village has utilized Springbrook Software (Springbrook) since 2003. Over the last twenty plus years there have been modifications to modules used, migrations to new versions, and, most recently, implementation of the cloud-hosted solution; however, there has never been a comprehensive review of Springbrook as an Enterprise Resource Planning System (ERP). The Village currently uses Springbrook's modules for utility billing, payroll, accounts payable/receivable, and general ledger.

In March 2025, the Village hired Baecore Group (Baecore) for ERP Software Assessment and Selection Services. An ERP assessment identifies opportunities to improve existing process workflows in a new system, identify gaps and challenges in process, and define the requirements for a new ERP system. Without an ERP assessment, it would be difficult to articulate what system requirements exist. The ERP Software Assessment and Selection Services agreement with Baecore included in an ERP assessment, recommendations, and functional summary, along with a guided selection process including identification of qualified vendors, process management, demonstration coordination, and cost analysis.

Over three days, Baecore Group conducted nearly 15 interviews with groups of staff from all Village departments. The interviews covered financial topics including purchasing, budget, accounts payable, and cashiering, utility billing, development topics including permits, violations, inspections, online services, and licensing, administrative hearings, payroll, and human resources topics including personnel actions, evaluations, benefits, onboarding / offboarding, and employee online portals. During the interviews, Baecore consultants and Village staff discussed business processes, current state, challenges, goals, and objectives. Village staff also provided existing documentation, procedures, and policies where relevant. The information gathered by Baecore was

compiled into a report identifying challenges and recommendations by functional area. The report also listed by functional area required system functionality.

The assessment revealed several cross-village challenges affecting operational efficiency:

1. **Manual, Paper-Based Processes** - Throughout all departments, paper-based workflows create inefficiencies, delay approvals, and increase the risk of errors.
2. **Disconnected Systems** - Multiple non-integrated systems necessitate duplicate data entry, hindering information sharing across departments and increase risk of record discrepancies across systems.
3. **Limited Automation** - Critical processes, such as personnel actions, journal entries, and permit processing, lack automation that could significantly improve efficiency.
4. **Poor Visibility and Tracking** - Limited audit trails and reporting capabilities hamper management oversight and accountability.

Many of the issues identified can be addressed within a traditional ERP system. However, HR/Payroll was one of two distinct areas that will not fit comfortably within an ERP sized for the Village.

In the assessment interviews, personnel across all departments reported significant HR & Payroll challenges that are more systemic than general system limitations. The scope and breadth of these issues place them as particularly critical and high-priority areas. These issues came to the forefront due to several significant factors:

- **Seasonal Workforce** - The large volume of seasonal hires creates recurring needs for streamlined online recruiting and onboarding tools.
- **Non-Exempt Time Reporting** - With a significant number of non-exempt employees, the Village requires time tracking tools to automate approvals and integrate with payroll.

These factors collectively identified that the Village's HR and Payroll needs were more complex than what standard Enterprise Resource Planning (ERP) time-reporting modules typically offer, necessitating a dedicated HR/Payroll solution.

In September 2025, the Village amended its agreement with Baecore to include additional software assessment and selection services. The amendment provided for a guided HR/Payroll System selection process including identification of qualified vendors, process management, demonstration coordination, and cost analysis. As it relates to HR/Payroll, the additional services included the following process areas:

- Time Entry & Approval
- Timeclock
- Time Import Process
- Leave Requests
- Audit Reporting
- Payroll Processing
- Corrections Processing
- Personnel Actions
- Leave & Accrual Management
- Employee Online Portal
- Employee Evaluations
- Benefit Selection
- Personnel Management
- Applicant Tracking
- Onboarding Process
- Benefit Management
- Reporting

Based on the findings from this secondary analysis, potential solutions that best fit the Village's requirements were identified to discuss functionality and pricing. In reviewing both the functionality and pricing components, vendor demonstrations were scheduled with Paylocity.

Staff from the Finance Department and Village Manager's Office participated in multi-day demonstrations with Paylocity using anonymous scoring sheets to evaluate the functionality of the software. After compiling scoresheets and feedback, it was determined that Paylocity could meet the functional requirements of the Village and could replace multiple systems currently in place. The demonstration sessions offered by Paylocity showed improved workflows, reduced manual data entry, improved timelines, and enhanced accuracy.

Paylocity offers integrated timeclocks which reduce data entry errors, recruiting tools needed to track and manage the large volume of seasonal personnel, automated onboarding functionality, functionality needed to track and manage performance review and resulting merit increases, approval workflows, and accurate calculation of complex overtime. Additional modernized functionality offered by Paylocity allows employees and supervisors to see real-time accruals and historical employee pay information. Paylocity integrates with bswift which will offer significant time savings to the Village's HR staff.

Staff is requesting a waiver of competitive bidding based on the qualification-based selection process conducted which contemplated functionality and pricing as the primary factors and utilized staff from multiple departments to score and provide feedback.

**FINANCIAL IMPACT:**

Paylocity annual fees total \$27,950 and one-time implementation fees total \$2,980. Funds are included in the FY2026 Budget. Paylocity will replace two current systems which incurred annual fees of \$19,236.99 and \$3,549 in FY2025 for a total of \$22,785.99

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney prepared the attached Resolution and reviewed the Proposed Agreement.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement with Paylocity
3. Paylocity Cost Proposal

**RECOMMENDED MOTION:**

**Move to approve** a Resolution waiving competitive bidding and approving an agreement with Paylocity Corporation for human resources and payroll software services.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2026-\_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND  
APPROVING AN AGREEMENT WITH PAYLOCITY CORPORATION  
FOR HUMAN RESOURCES AND PAYROLL SOFTWARE SERVICES**

WHEREAS, the Village of Lincolnwood (“*Village*”) is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has identified the need to procure human resources and payroll software and associated services (collectively, the “*Services*”); and

WHEREAS, Paylocity Corporation (“*Paylocity*”) has submitted a proposal to perform and provide the Services for an annual cost of \$27,950, plus \$2,980 in one-time implementation fees (“*Proposal*”); and

WHEREAS, the Village desires to enter into an agreement with Paylocity for the provision of the Services, in accordance with the Proposal (“*Agreement*”); and

WHEREAS, in order to enter into the Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to waive the formal competitive bidding requirements, and to enter into the Agreement with Paylocity, for the provision of the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Agreement and the provision of the Services are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and Paylocity is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement

executed by Paylocity; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law.

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

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

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**  
**AGREEMENT**

## Subscription Services Agreement

This Subscription Services Agreement (the “SA”, together with the Order, the “Agreement”) is entered into by and between the legal entity identified in the signature block (“Client”) and Paylocity Corporation (on behalf of itself and its Affiliates, “Paylocity”), each a “Party” and collectively the “Parties,” as of the earlier of the applicable Order Effective Date or Client’s access to the Services (“Effective Date”).

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### SECTION 1: ACCESS TO AND USE OF THE SERVICES

#### 1.1 Definitions; Services.

- a. “**Subscription Services**” means Paylocity’s proprietary software-as-a-service offerings leveraging its human resources, payroll, and spend management platforms, as applicable as identified in an Order.
- b. “**Professional Services**” means certain implementation and configuration services as identified in an Order or as otherwise requested by the Client and delivered by Paylocity in connection with the Subscription Services (“**Professional Services**”). Professional Services shall be governed by the Agreement and the Professional Services Terms incorporated herein and made available [here](#) (“**Professional Services Terms**”).
- c. “**Order**” means a Paylocity-issued ordering document signed by Client (or its Affiliate, as permitted under Section 1.5(b)) that describes the Services and is governed by the SA.
- d. “**Services**” means, collectively, the Subscription Services, Professional Services, documentation or materials provided by Paylocity that relate to the Services, and any other services and equipment specified in an Order, as provided by Paylocity or one of its Affiliates.

#### 1.2 Licenses; Scope of Use.

- a. Subject to the terms of the Agreement, Paylocity hereby grants Client a limited, revocable, nonexclusive, non-sublicensable, nontransferable license to access and use the Services during the Subscription Term, as defined below, solely for Client’s internal business purposes and in accordance with the terms of the Agreement (including all terms incorporated therein). In the event that Client enables a feature, functionality or module as made available by Paylocity within the Service, the Agreement shall apply even if such feature, functionality or module is not expressly identified in the Order.
- b. Scope of Use. The Services include functionality for use by Client’s full-time and part-time employees, contingent laborers, contractors, and any other individuals who are authorized by Client to access and use the Services (“**Authorized Users**”). Client may designate certain Authorized Users as administrators with additional permissions to act on behalf of Client under the Agreement. In order to access the Services through a mobile app or a web browser, Authorized Users may be required to agree to be bound by the Paylocity Platform End User License Agreement, set forth within the application (the “**EULA**”). Client is responsible for Authorized Users’ access to and use of the Services, and Client will be liable for all breaches of the Agreement by an Authorized User Client permits to use the Services on its behalf, and for any breach of the EULA by any Authorized User.

#### 1.3 Limitations on Use. The limitations and restrictions set forth in this Section 1.3 (Limitations on Use) will apply to Client’s access to and use of the Services.

- a. License and Use Restrictions. Client will not and will not permit or authorize any Authorized User or third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, firmware, or underlying structure, ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services, or any portion thereof; (iii) copy (except for archival purposes), rent, lease, resell, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Services; (iv) use the Services as service provider, for timesharing or service bureau purposes, or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Services or related systems, hardware, or networks, or any content or technology incorporated in any of the foregoing; (vi) remove, obscure, or alter any proprietary notices or labels of Paylocity, its licensors, or other service providers on the Services or any related documentation; (vii) create internet “links” to the Services, except to facilitate access by its Authorized Users; (viii) “frame” or “mirror” the Services on any other server, or wireless or internet-based device enabling access to the Services for a third party; or (ix) access or use the Services or related documentation to build or support, directly or indirectly, products or services competitive to Paylocity. Client will not provide access to any Services to any person who is not an Authorized User. Client will use the Services strictly in accordance with the terms of the Agreement and such use is subject to any restrictions, use levels, or additional terms and conditions set forth in the Order, including the Service Specific Terms (available [here](#) and incorporated herein).

b. **Acceptable Use Policy.** Client will not, and will not permit or authorize any Authorized User or third party to, use the Services: (i) in violation of any applicable law, for any illegal or fraudulent activity or for any activity outside the scope of use expressly permitted hereunder; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”); or (vii) in any manner that damages, disables, overburdens, or impairs any of Paylocity’s websites, servers, or otherwise interferes with any other party’s use of the Services.

1.4 **Account Security.** Client is responsible for ensuring that each Authorized User maintains the confidentiality of the Service credentials and other account information that an Authorized User uses or creates to access or use the Services (collectively, the “**Service Credentials**”). Client will be fully responsible for administering Service Credentials, including assignment, maintenance, and removal of access to Authorized Users, and for any and all activities that occur under the Service Credentials. Client agrees to immediately notify Paylocity of any unauthorized uses of any Client passwords or accounts or any other breach of security with respect to the Services of which it becomes aware. Paylocity will not be liable for any loss or damage arising from Client’s failure to comply with Client’s account security obligations and this Section 1.4, including as it relates to fraudulent activity occurring under the Service Credentials. Notwithstanding the foregoing, Paylocity retains the right to require minimum security requirements for Service Credentials and access to the Services.

1.5 **Affiliate Use of Services.** Affiliates, as defined below, may only access the Services as follows:

- a. If Client wishes to permit one or more of its Affiliates to access or use the Services pursuant to the SA in effect between Client and Paylocity, Client: (i) must identify each such Affiliate in an Order signed (i) by Client; (ii) agrees that Client is fully responsible and liable for each Affiliate’s use of the Services in compliance with the terms of the Agreement; (iii) agrees that Client is fully responsible for each Affiliate’s funding obligations hereunder; (iv) shall fully cooperate with Paylocity in enforcing all of Paylocity’s rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches the Agreement and (v) represents and warrants that it has all requisite authority to enter into such Order on behalf of each such Affiliate. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “**control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If Client wishes to add additional Affiliates per the foregoing, Client may request a new Order identifying the applicable Affiliates to be added.
- b. If an Affiliate wishes to purchase Services from Paylocity directly, Paylocity may enter into a separate Order with such Affiliate for the purchase and performance of Services, provided that: (i) Affiliate signs an Order that incorporates by reference the terms of the SA in effect between Client and Paylocity and agrees to take on all of the rights and obligations of the Client under such SA in connection with the Order (ii) the following terms shall apply to any such Order: (a) Affiliate represents and warrants that it has all requisite rights and authority to enter into such Order pursuant to the SA and (b) Affiliate agrees that it is fully responsible and liable for its use of the Services in compliance with the terms of the Agreement, including all funding obligations thereunder. For clarity, in the case of an Affiliate purchase as set forth in this Section 1.5(b), the Subscription Term shall be as set forth in the applicable Affiliate Order.

#### 1.6 **Intellectual Property.**

- a. **Ownership.** Client acknowledges that, as between the Parties and subject to the licenses in Section 1.2 (Licenses; Scope of Use), Paylocity owns any and all right, title, and interest in and to the Services and Usage Data, including all Intellectual Property Rights therein. As between the Parties and subject to the licenses in Sections 4.1 (Client Marks) and 4.2 (Client Data), Client owns all right, title, and interest in the Client Data and Client Marks, and all Intellectual Property Rights therein. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights including all goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future under the laws of any jurisdiction.
- b. **Feedback.** If Client or any of its Authorized Users provide Paylocity with suggestions, comments, or feedback regarding the features, functionality, or usability of the Services, or related documentation (“**Feedback**”), Client agrees that Paylocity shall own such Feedback and shall be free to use, disclose, reproduce, license, or otherwise distribute the Feedback.

1.7 **Updates.** The Services may be updated, modified, or enhanced from time to time as required by Paylocity in its reasonable discretion, including to make improvements or upgrades to, or provide bug fixes for, the Services. Such changes shall be applied consistently across similarly situated Paylocity clients.

1.8 Paylocity will perform the Professional Services in a professional and workmanlike manner in accordance with Paylocity’s standard process and procedures.

## SECTION 2: TERM AND TERMINATION

2.1 Subscription Term. The SA begins on the Effective Date and will continue in effect until terminated as set forth herein. Each Order shall be effective for the period specified therein and the initial term for access to and use of the Services shall be as described in the applicable Order (“**Initial Subscription Term**”). Notwithstanding the foregoing, by accessing or using the Services at any time, Client agrees to be bound by and comply with the terms of the Agreement. After the Initial Subscription Term, the Services will renew automatically for the period specified in the Order (each a “**Renewal Term**”) unless either Party gives written notice to the other of its intent to not renew the Subscription Services in accordance with the notice periods specified in the applicable Order. The Initial Subscription Term and any Renewal Terms are collectively referred to herein as the “**Subscription Term**.”

### 2.2 Termination; Service Suspension.

#### a. Termination.

- i. Either Paylocity or Client may terminate the Agreement upon written notice to the other Party: (i) if the other Party is in breach of the Agreement, and fails to cure that breach within 30 days of receiving written notice thereof, or (ii) effective immediately if the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If an Order is terminated pursuant to this Section 2.2 (Termination; Service Suspension), the SA shall remain in effect solely with respect to any remaining Order.
- ii. In addition to the foregoing, Paylocity may also terminate the Agreement effective immediately upon written notice to Client: (i) if Client is in breach of its obligations under Sections 1.2 (Licenses; Scope of Use) or 1.3 (Limitations on Use); or (ii) Client is operating in an industry or jurisdiction that is or becomes a prohibited industry or jurisdiction such that Paylocity cannot deliver Services to Client due to a potential violation of applicable laws or regulations as determined by Paylocity in its reasonable discretion.
- iii. Subject to payment of any termination fees specified in the applicable Order(s) (“**Termination Fees**”), Client may terminate an Order for convenience at any time by providing written notice to Paylocity. If all Orders governed by an SA are terminated, the SA shall also terminate at such time.

#### b. Service Suspension.

- i. Paylocity may immediately suspend Client’s access to (and/or Paylocity’s delivery of) the Services (1) pursuant to the terms of the Order, (2) if Client fails to communicate with Paylocity or provide required information needed by Paylocity to provide Services, or (3) Client otherwise ceases use of the Services to process payroll, if applicable.
- ii. In the event of suspension of Services hereunder, Paylocity will notify Client and provide Client with 24 hours from the time of notice to remedy the issue giving rise to the suspension, and Service Fees will continue to accrue during any such period of suspension. If Client fails to timely rectify the issue in accordance with the foregoing, Paylocity may terminate the SA effective immediately without any further liability and Section 2.3 (Effect of Termination) shall apply.

### 2.3 Effect of Termination.

- a. Upon termination or expiration of the SA or any Order, Client will immediately: (a) cease use of the applicable Service(s); (b) become solely responsible for any payment obligations to third parties owed relating to a Service (including, without limitation, tax filings); (c) except in the case of a termination by Client for Paylocity’s uncured material breach of the Agreement pursuant to Section 2.2(a)(i) above, pay any applicable Termination Fees; (d) reimburse Paylocity for any payments made hereunder on Client’s behalf to any third party; (e) pay any and all fees and charges for the Services rendered or made available prior to the effective date of termination; and (f) promptly return to Paylocity or destroy (with certification of destruction) all Paylocity Confidential Information, as defined in Section 5 (Confidentiality), including any documentation relating to the Services. Notwithstanding the obligations in subsection (f), Client shall not be required to destroy copies of Confidential Information stored on backup disks or systems that are automatically produced in the ordinary course of business and which are not accessible from employee workstations, provided that any such Confidential Information so retained will be held subject to the obligations of Section 5 (Confidentiality) for so long as it is retained.
- b. Client agrees that Paylocity shall be entitled to recoup all of the foregoing fees and amounts due pursuant to this Section 2.3 in accordance with the funding obligations specified in the applicable Order.
- c. The following provisions will survive any termination of the SA: Section 1.6 (Intellectual Property), Section 2.3 (Effect of Termination), Section 2.4 (Extended Access to Data), Section 5 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 10 (Client Funding), Section 11 (Governing Law; Venue), and Section 12 (Miscellaneous).

2.4 Extended Access to Data. For up to one (1) year following the effective date of termination or expiration of the applicable Order (“**Data Access Period**”), Client may request continued access to Client Data subject to additional fees as identified in a separately signed Order for such access, if required by Paylocity at the time of purchase (“**Extended Access**”). Upon the conclusion of the Data Access Period, Paylocity will delete or anonymize such Client Data in accordance with its standard data retention policies.

### SECTION 3: SERVICE FEES AND CHARGES

3.1 Fees. Client agrees to pay the fees for Services and other charges pursuant to the Agreement (“**Service Fees**”).

3.2 General. Service Fees paid for all Services are non-refundable and non-cancellable. Client acknowledges that Service Fees are payable in full in accordance with the terms of the applicable Order regardless of whether Client accessed or used a Service during such period. Late payments shall be subject to an interest charge at the rate of 1.5% per month, and Client shall be responsible for all of Paylocity’s costs of collection of amounts due hereunder, including, without limitation, attorneys’ fees.

3.3 Ancillary Service Fees. Paylocity may deliver ancillary services in accordance with its standard procedures in order to fulfill the Services hereunder (which may include, without limitation, those related to late funding, insufficient funds notification and processing, emergency payment requests, tax registration, and amended tax returns) and in such cases, (i) those ancillary services will be deemed “Services” hereunder and (ii) Paylocity will charge any related fees to Client from time to time at the applicable rates as they occur.

3.4 Fee Disputes. Client must notify Paylocity in writing if Client disputes any portion of the Service Fees within 30 days of the applicable invoice date. Paylocity shall use commercially reasonable efforts to resolve any such dispute promptly. If Client does not provide Paylocity with such requisite written notice, Client will not be entitled to dispute the fees paid or payable under the applicable invoice.

3.5 Taxes. Client is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of the Services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by the applicable taxing authorities.

### SECTION 4: CLIENT MARKS, CLIENT DATA; SECURITY AND PRIVACY

4.1 Client Marks. If Client provides Paylocity with one or more of its trademarks, trade names or logos (“**Client Marks**”) for use in connection with the Services, Client grants to Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display and distribute the Client Marks solely in connection with Paylocity’s performance of the Services.

4.2 Client Data. “**Client Data**” means any data or data files of any type that are uploaded or provided by Client for storage or processing in connection with the Services, and the content of any outputs created by Client or its Authorized Users through use of the Services that is based on Client Data, except Usage Data. Subject to Paylocity’s intellectual property rights contained in Section 1.6 (Intellectual Property), Client retains ownership of Client Data but grants Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display Client Data for the purpose of operating, performing and maintaining the Services and for Paylocity’s obligations to comply with all applicable laws. Client will ensure that Client Data, and Authorized Users’ use and provision thereof to Paylocity, will not violate any limitations on use set forth in Section 1.3 (Limitations on Use) or any applicable law.

4.3 Accuracy of Client Data and Information. Client is solely responsible for reviewing and verifying the content, accuracy, and integrity of all Client Data. Client will provide Client Data to Paylocity in a form, at a time, and by the method specified by Paylocity. It is Client’s responsibility to review payroll data, spend management data, and/or other information prior to processing and to promptly identify any errors. Client acknowledges that Paylocity is entitled to rely conclusively on all Client Data, and Paylocity does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of any Client Data. Notwithstanding the foregoing, if Client Data provided to Paylocity is incorrect, incomplete, or not in proper form, and Paylocity agrees to make corrections to such data on Client’s behalf, Client agrees to pay Paylocity additional fees associated with making such corrections (provided such fees shall be reasonable in relation to the time and effort required to make such changes). Notwithstanding the foregoing, Client is solely responsible for any applicable penalties, fines, missed payments, judgments, or losses due to incorrect coverage, or any other losses incurred that result from incorrect, incomplete, or untimely Client Data.

4.4 Usage Data. “**Usage Data**” means (a) any aggregated and anonymized data that may be generated or derived from Client Data or Client’s use of the Services that cannot be used to identify or would not reasonably be expected to identify Client or any individual as the source of such data, and (b) any data specific to the commercial interactions between Paylocity and Client.

4.5 Data Privacy and Security.

- a. The Services involve transmissions of Client Data and other information over the Internet through a website hosted by or on behalf of Paylocity. Paylocity will use encryption and other industry-standard safeguards to protect such information when being transmitted over the Internet. Notwithstanding the foregoing, Client acknowledges that neither the security of transmissions over the Internet nor of the Client’s hardware used to access the Internet can be guaranteed by Paylocity.

- b. Paylocity will implement physical, technical, and administrative safeguards to maintain the security of Client Data used by Paylocity to perform the Services while in Paylocity's control.
- c. Paylocity will process Client Personal Information (as defined in the DPA) in accordance with the Paylocity Data Protection Addendum ("DPA") which is available [here](#).
- d. Client is responsible for securing, paying for, and maintaining connectivity to the Services via the Internet, including any related hardware, software, third party or ancillary services, and equipment and components for such connectivity, and other applicable applications that may relate to Client's use of the Services ("Client Systems"). Paylocity will have no liability for such Client Systems, and Client will not be excused for any of its obligations under the Agreement due to the quality, speed, or interruption arising from the Internet or Client Systems. Client will be solely responsible for maintaining the security of its Client Systems.
- e. Client acknowledges that it is solely responsible for ensuring compliance with any legal or regulatory data retention requirements applicable to its business. Paylocity shall have no responsibility for such compliance.

## SECTION 5: CONFIDENTIALITY

- 5.1 **Definition.** "Confidential Information" means non-public, confidential, or proprietary information provided by or made available by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the subject matter of the Agreement that (a) is labeled or designated in writing as confidential or proprietary; (b) the Receiving Party is advised is proprietary or confidential; or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary, regardless of the form in which such information is conveyed. Paylocity's Confidential Information includes, without limitation, Service pricing, Service documentation and technical specifications related to the Services.
- 5.2 **Exclusions.** Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 5; (b) was in the Receiving Party's possession without restriction prior to its receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is disclosed to the Receiving Party from any third party on a non-confidential basis, except where such disclosure constitutes a wrongful or tortious act by the third party.
- 5.3 **Protection, Non-Use, and Non-Disclosure of Confidential Information.** The Receiving Party will not use or disclose to any third party any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party except to the extent required: (a) to perform or receive the benefit of the Services; (b) to enforce its rights under the Agreement, or (c) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The Receiving Party will safeguard such Confidential Information to the same extent that the Receiving Party safeguards its own Confidential Information, but in any case, will exercise at least reasonable care.

## SECTION 6: REPRESENTATIONS AND WARRANTIES

- 6.1 **Mutual Representations and Warranties.** Throughout the Subscription Term, each Party represents and warrants to the other that it has full power and authority to enter into the Agreement and to perform its obligations hereunder, and that the entering into of the Agreement and the performance of its obligations hereunder does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.
- 6.2 **Client Representations and Warranties.** Client represents and warrants that at all times during the Subscription Term: (a) it will use the Services in compliance with all applicable laws; and (b) it has all rights and permissions necessary to provide the Client Data and Client Marks to Paylocity.
- 6.3 **Warranty Disclaimer.** EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:
- a. PAYLOCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AND
  - b. PAYLOCITY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PAYLOCITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; AND
  - c. PAYLOCITY IS NOT AN ACCOUNTING OR LAW FIRM AND NO SERVICES WILL BE CONSTRUED BY CLIENT AS TAX, ACCOUNTING OR LEGAL ADVICE, NOR WILL PAYLOCITY BE DEEMED A FIDUCIARY OF CLIENT. ACCORDINGLY, CLIENT UNDERSTANDS THAT IT IS CLIENT'S

RESPONSIBILITY TO PAY ANY FEE OR PENALTY ASSESSED BY THE INTERNAL REVENUE SERVICE OR OTHER STATE OR FEDERAL REGULATORY AGENCY. IT IS CLIENT'S SOLE RESPONSIBILITY AND DUTY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATED TO CLIENT'S BUSINESS, AND ENGAGING PAYLOCITY TO PERFORM THE SERVICES DOES NOT RELIEVE CLIENT OF ANY SUCH OBLIGATION.

## **SECTION 7: INDEMNIFICATION**

7.1 Client Indemnification. Client will defend Paylocity and its licensors from and against any claim, action, demand, or proceeding brought by a third party (each, a "**Claim**") and will hold harmless and indemnify Paylocity against any resulting Losses that arise from or relate to: (a) the actions or omissions of Client in connection with its use of the Services, including any Claims brought by any Client personnel or Authorized Users, or dependents or heirs of such Client personnel or Authorized Users, arising out of Client's use of the Services; (b) Client's negligence, willful misconduct, or failure to comply with applicable laws in connection with the subject matter of the Agreement, (c) a Claim alleging that the Client Data or Client Marks infringe or otherwise misappropriate the Intellectual Property Rights or other proprietary rights of a third party; or (d) Client's use of a Third-Party Service, as defined in Section 9.1 (Third-Party Services), through any integration with the Subscription Services. "**Losses**" means damages that are finally awarded by a court of applicable jurisdiction, or amounts agreed to in settlement by the indemnifying party.

7.2 Paylocity IP Infringement Indemnification. Paylocity will defend Client against a Claim alleging that the Subscription Services infringe a third party's United States patent or registered copyright or misappropriate such third party's trade secret (each, an "**IP Claim**"). Paylocity will indemnify Client against any Losses to the extent resulting from such IP Claim. Notwithstanding the foregoing, Paylocity shall have no obligation to indemnify and shall have no liability under this section to the extent (a) that an IP Claim arises from: (1) any software, hardware or components not owned by Paylocity, including Third-Party Services; (2) use of the Subscription Services in combination with other equipment, software or services; (3) any modification to the Subscription Services made by or on behalf of Client or any other third party; (4) Client's failure to install any updates to or new versions of the Subscription Services made available by Paylocity; (5) use of the Subscription Services other than in the manner expressly authorized under the Agreement; (6) Client Data, Client Marks or other Client content or materials provided to Paylocity or otherwise processed by the Services or (b) that Client is in breach of the Agreement. If Client's right to continue using the Subscription Services is likely to be enjoined, at Paylocity's sole discretion, Paylocity may (i) attempt to obtain the right for Client to continue to use the infringing Subscription Service; or (ii) replace or modify the infringing Subscription Service so that it no longer infringes but functions in a substantially equivalent manner; or (iii) if neither (i) or (ii) is commercially practicable, Paylocity shall have the right to terminate the Agreement (or the applicable affected Order) and the rights and licenses granted hereunder upon written notice to Client and shall refund to Client any pre-paid amounts for the Subscription Service not yet incurred for the period following the effective date of termination. THE PROVISIONS OF THIS SECTION 7.2 AND SECTION 7.3 STATE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND PAYLOCITY'S ENTIRE LIABILITY WITH RESPECT TO ANY IP CLAIM.

7.3 Indemnification Procedure. The Party seeking indemnification under this Section 7 will: (a) give the indemnifying Party prompt written notice of the Claim, (b) tender to the indemnifying Party control of the defense and settlement of the Claim (provided that a settlement may not impose on the indemnified Party any costs or obligation to admit liability without its prior, written consent), and (c) cooperate with the indemnifying Party in defending or settling the Claim. The indemnified Party will have the right to participate in any indemnification action or related settlement negotiations using counsel of its own choice at its own expense.

## **SECTION 8: LIMITATION OF LIABILITY**

8.1 IN NO EVENT SHALL PAYLOCITY BE LIABLE TO CLIENT, ITS AFFILIATES, THEIR RESPECTIVE AUTHORIZED USERS OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, BUSINESS INTERRUPTION, THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES, OR ANY DAMAGES TO THE EXTENT CAUSED BY CLIENT DATA, CLIENT SYSTEMS, OR CLIENT'S APPLICATIONS, CLIENT'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CLIENT'S INTRODUCTION OF MALICIOUS CODE, OR FOR ANY ACTIONS TAKEN BY PAYLOCITY AT CLIENT'S DIRECTION, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL PAYLOCITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PAYLOCITY FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **SECTION 9: THIRD-PARTY SERVICES**

9.1 Third-Party Services. Paylocity may provide the capability for Client to link or integrate Subscription Services with certain third-party products or services not owned by Paylocity ("**Third-Party Services**"). Such Third-Party Services shall be provided in accordance with the terms of the Order, or Section 9.2 (API). Client shall enter into a separate agreement with the third party providing the Third-Party Services. Paylocity is

not responsible for and does not endorse any such Third-Party Services and disclaims any and all liability arising from or relating to the use of such Third-Party Services by or on behalf of Client.

9.2 API. If included in an Order, Client may access and use certain pre-existing application programming interfaces created by or on behalf of Paylocity for the purpose of facilitating the integration of the Subscription Services with a Third-Party Service (each, an “API”) subject to the applicable API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).

9.3 Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services provider’s access, use, handling, processing, storage, disclosure, and deletion of Client Data, as outlined in a separate agreement between Client and such Third-Party Services provider.

## **SECTION 10: CLIENT FUNDING**

10.1 Obligation to Remit Funds. Client is responsible for remitting timely funds to Paylocity for the performance of certain Services in accordance with the applicable terms set forth in the Agreement.

## **SECTION 11: GOVERNING LAW; VENUE**

11.1 The Agreement and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement shall be initiated in a United States federal or state court located in the State of Illinois, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

11.2 Tribal Entity Clients. If Client is a Governing Tribal Entity (as defined below), Client hereby irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from suit, judgment, damages, liabilities, jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in any court, arbitration, or other forum, arising out of or in connection with the Agreement (and any breach thereof) and agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such actions or proceeding. Client expressly acknowledges and agrees that Paylocity is not subject to the jurisdiction of Client’s tribal court or any similar tribal forum. For purposes of the Agreement, “**Governing Tribal Entity**” may include, but is not limited to, authorized person, tribal legislative body, tribal council, tribal committee, bureau of Indian affairs, village council, or tribal business committee.

11.3 U.S. Government Clients and Authorized Users. As defined in FAR section 2.101, the Services are “commercial items” and, according to DFAR section 252.227-7014(a)(1) and (5), are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

11.4 Export. The Services are subject to U.S. and local export control and sanctions laws. Client acknowledges and agrees to the applicability of such laws, and will not receive, use, transfer, export or re-export any Services, or any components thereof, in a way that would cause Paylocity to violate such laws. Without limiting the foregoing, Client or its Affiliate may not use the Services if: (1) it is in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List or Entity List or (2) it intends to make the Services available for use in Cuba, Iran, North Korea, Sudan or Syria (or by a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

## **SECTION 12: MISCELLANEOUS**

12.1 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party, except that consent shall not be required if the Agreement is assigned by Paylocity in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets to which the Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void.

12.2 Force Majeure. Neither Party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder (not including any payment obligations) if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such Party (each, a “**Force Majeure**”), which may include strikes, blockade, war, terrorism, riots, pandemics, epidemics, or natural disasters, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to reasonably prevent or avoid it.

12.3 Publicity. During the Subscription Term and at all times after its termination or expiration, neither party will make any media release or other public announcement relating to or referring to the Agreement without the other party’s prior written consent (except as required by applicable law). Neither party acquires a right to use, without the other party’s prior written consent, the terms or existence of the Agreement,

the names, trademarks, service marks, or copyrighted materials of such party in any advertising, publicity, press release, marketing presentation, or promotion.

12.4 **Limitation of Actions.** No action arising under or in connection with the Agreement may be brought by Client more than two (2) years after Client becomes or should reasonably have become aware of the events giving rise to the cause of action.

12.5 **Notices.** Any legal notice required or permitted under the Agreement will be in writing and sent to Client at the address set forth in the Order or to the email address set forth in the Client’s account within the Subscription Services and sent to Paylocity at Paylocity Corporation, Attn: Legal Department, 1400 American Ln, Schaumburg, IL 60173 or to legalnotices@paylocity.com. Such notice will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered, postage or delivery prepaid; or (c) the day of sending by email (if sent on a business day, or else on the next business day), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier, postage or delivery pre-paid. Notwithstanding the foregoing, Paylocity may also provide notices related to products and Services and changes to the terms of the Agreement electronically via postings on its website, in-product notices, or on its self-service portal or administrative center, as applicable.

12.6 **Authorization to Review Credit.** Client understands that the Agreement may be considered as an application for credit and hereby authorizes Paylocity to review the credit of Client, including reports from credit bureaus, references, bank account ownership and status, bank account transaction history, and other available financial information.

12.7 **Integration; Order of Precedence.** The Agreement sets forth the entire agreement between Client and Paylocity relating to the Services and supersedes all prior and contemporaneous oral and written agreements. Client agrees that its purchase of any Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Paylocity regarding future functionality or features. If there is a conflict between the SA and other agreements or ordering documents referenced herein, the following order of precedence will control: (a) the DPA (solely with respect to the Parties’ obligations to protect personal data, subject to the Limitation of Liability and other terms contained herein); (b) the Service Specific Terms (but only with respect to the applicable Service); (c) the SA; and (d) the Order or other Paylocity ordering document (but only with respect to the applicable Service). Client’s additional or different terms and conditions will not apply, whether included in a purchase order or otherwise. Paylocity reserves the right to update the terms of the Agreement from time to time (provided that the version and date of such update shall be identified in the document).

12.8 **Waiver; Enforceability.** No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. If any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused the SA to be executed by their duly authorized representatives as of the Effective Date.

**Paylocity Corporation**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Investment Summary

December 12, 2025 | Quote # Q-319687 | Version # 7 | Quote valid for 30 days



**Client Company**  
**Village of Lincolnwood**  
6900 N Lincoln Avenue  
Lincolnwood, IL 60712  
847-677-9740

**Client Contact**  
**Mary Smith**  
6900 N Lincoln Avenue  
Lincolnwood, IL 60712  
847-677-9740

 **Total Employee Count**  
**100**

 **Monthly Fee**  
**\$2,250.00**

 **One-Time Fees**  
**\$2,980.00**

 **Total Annual Investment**  
**\$27,950.00**

Loc #	Group #	Company or Affiliate Name	Emp Count	Rate	Base	Monthly	Annual	One-Time Fees
1	1	Village of Lincolnwood	100	\$21.00	\$150.00	\$2,250.00	\$27,950.00	\$2,980.00
<b>Total</b>			<b>100</b>			<b>\$2,250.00</b>	<b>\$27,950.00</b>	<b>\$2,980.00</b>

\*Total Annual Investment includes estimated annual fees

\*Annualized fees do not include usage based fees

\*Monthly HCM fees based on # of Active Headcount as defined in the Additional Terms.

\*\*Plus sales tax if applicable

See following pages for line item breakdown of services

This Investment Summary ("Investment Summary" or "Order") is governed by the Paylocity Subscription Agreement found [here](#), together with the Service Specific Terms found [here](#), and any additional terms specified below. Any terms and conditions referenced on a Client purchase order shall not apply to this Investment Summary.

By signing below, Client agrees to the terms and conditions of this Investment Summary and the SA which shall be effective as of the date of Client's signature below ("Order Effective Date").

Paylocity Account Executive	Date
Signature	

Monika Hosang

Client Authorization	Date
----------------------	------

Signature

Name (Print)

# Investment Summary

December 12, 2025 | Quote # Q-319687 | Version # 7 | Quote valid for 30 days



## Group(s): 1

One-Time Fees	Qty	Rate	Price
<b>HCM Bundle</b>			<b>\$980.00</b>
Payroll Implementation	-	-	Included
General Ledger Implementation	-	-	Included
Time & Labor Implementation	-	-	Included
Human Resources Implementation	-	-	Included
Time Off Implementation	-	-	Included
Self-Service Portal Implementation	-	-	Included
<b>Integration</b>			
External Integration Implementation	-	-	Included
<b>Historical Data Conversion</b>			
History Bundle Import - Check Detail, Department/Position, and Pay Rate	1	\$2,000.00	\$2,000.00
<b>One-Time Total</b>			<b>\$2,980.00</b>

## Group(s): 1

Monthly Fees	# of Controls	Base	Qty	Rate	Monthly
<b>Complete HCM Solution</b>	1	\$150.00	100	\$21.00	\$2,250.00
<b>Payroll</b>					
• Payroll Processing	-	-	-	-	Included
• Unlimited Payroll Runs	-	-	-	-	Included
• Prorated & Retro Pay	-	-	-	-	Included
• New Hire Reporting	-	-	-	-	Included
• Direct Deposit	-	-	-	-	Included
• On Demand Payment	-	-	-	-	Included
• Check Printing Service	-	-	-	-	Included
• Tax Filing & Payments	-	-	-	-	Included
• General Ledger	-	-	-	-	Included
<b>Time &amp; Labor</b>					
• Time & Attendance	-	-	-	-	Included
• Scheduling +	-	-	-	-	Included
• Time Collection	-	-	-	-	Included
<b>Human Resources</b>					
• Human Resources Management	-	-	-	-	Included
• Workflows Process Automation	-	-	-	-	Included
• Centralized Document Library	-	-	-	-	Included
• State Compliance Form Library	-	-	-	-	Included
• Fillable Employee Forms	-	-	-	-	Included
• Unlimited Custom Fields	-	-	-	-	Included
• Time Off Management	-	-	-	-	Included
• Employee Self-Service	-	-	-	-	Included
• Position Management	-	-	-	-	Included
• Org Chart & Directory	-	-	-	-	Included

# Investment Summary

December 12, 2025 | Quote # Q-319687 | Version # 7 | Quote valid for 30 days



• Skills & Certifications Management	-	-	-	-	Included
• ACA Tracking & Reporting	-	-	-	-	Included
• Compliance Management	-	-	-	-	Included
• Employment Verification	-	-	-	-	Included
<b>Talent</b>					
• Recruiting	-	-	-	-	Included
• Onboarding	-	-	-	-	Included
• Performance Management	-	-	-	-	Included
• Headcount Planning	-	-	-	-	Included
<b>Employee Experience</b>					
• AI Assist	-	-	-	-	Included
• Community	-	-	-	-	Included
• Recognition	-	-	-	-	Included
• Mobile App	-	-	-	-	Included
<b>Insights &amp; Reporting</b>					
• Data Insights	-	-	-	-	Included
• Dynamic Reporting	-	-	-	-	Included
• Modern Workforce Index	-	-	-	-	Included
<b>Integrations</b>					
• bswift Integration	-	-	-	-	Included
• rapid! PayCard Integration	-	-	-	-	Included
<b>Customer Service</b>					
• Dedicated Account Management	-	-	-	-	Included
• On Demand Training (PEAK)	-	-	-	-	Included
• Unlimited Product Training	-	-	-	-	Included
<b>Monthly Total</b>					<b>\$2,250.00</b>

There is no fee to the company for On Demand Payment; however, employees will be charged \$1.25 per transaction.

Annual Fees	Grp	# Ctrls	Base	Qty	Rate	Annual
W2 / 1099	1	1	\$50.00	100	\$7.00	\$750.00
1095 Forms	1	1	\$25.00	100	\$1.75	\$200.00
<b>Annual Total</b>						<b>\$950.00</b>

Usage-Based Fees - HCM Services	Base	Rate
Electronic Garnishments		\$1.90
Direct Agency Pay		\$3.05
Tax Registration		\$205.00
Delivery Next Day (UPS)		\$22.00
Split Pack		\$6.00

The fees listed above are invoiced as incurred on per usage basis in accordance with the terms and conditions. Please note these fees are in addition to the ongoing fees stated in the Investment Summary section of the quote.

## Additional Terms

The following additional terms and conditions apply to the Services described herein. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Paylocity Subscription Agreement.

### 1. Subscription Term

(a) **Initial Subscription Term:** The Initial Subscription Term commences on Service Start Date and continues for a period of three years. "Service Start Date" means (i) to the extent the Order does not cover any spend management or payroll Services, the Order Effective Date; or (ii) to the extent the Order contains spend management Services and not payroll Services, the point in time that the Client's product instance has been completed and usage data is available; or (iii) to the extent the Order contains payroll Services, on the date of First Payroll Processing. "First Payroll Processing" means any use of Paylocity's Services by or on behalf of Client to administer payroll.

(b) **Renewal Term:** Upon conclusion of the Initial Subscription Term, the Services automatically renew for a period of one year, unless Client provides notice of non-renewal at least 60 days prior to the applicable renewal date.

### 2. Additional Pricing and Payment Terms

(a) Implementation Fees are non-cancellable and non-refundable as of the Order Effective Date.

(b) Implementation Fees are due by Client upon the Order Effective Date.

(c) Paylocity reserves the right to update the price for the Services at any time after the Initial Subscription Term. Upon conclusion of the Initial Subscription Term, Paylocity may increase the Service Fees, provided that the maximum annual increase to the Service Fees for the following 2 consecutive years shall not exceed an amount equal to 3% of the prior annual Service Fees payable for the same Services described herein.

(d) Client agrees to allow Paylocity to debit from its account(s) any and all fees due to Paylocity under this Agreement 30 days after the date of the applicable invoice.

(e) **Termination Fee:** (1) If the termination occurs prior to Service Start Date, Client shall pay a termination fee in an amount equal to 3x the monthly service fees payable per the applicable Order; or (2) If the termination occurs after Service Start Date, Client shall pay a termination fee in an amount equal to 50% of the number of months remaining in the then-current term multiplied by the average monthly amount billed for the Services, over the prior 12 month period immediately preceding the termination (or if less than twelve (12) months has elapsed, the monthly average amount billed to Client over the months the Agreement was in effect prior to the termination date).

(f) Service Fees are based on the employee headcount as of the Order Effective Date, provided that the Client will be charged monthly for Service Fees based on the Client's current period actual Active Headcount or Product Usage Headcount for use of Paylocity Services. "Active Headcount" means the number of Employee Records that are not listed as a terminated status in the Employee Record within the Paylocity Services platform. "Product Usage Headcount" means the number of Employee Records provisioned to use eligible Services, as identified per the applicable Order and in accordance with the Company's Service Specific Terms. "Employee Record" means a unique employee identifier at each Client or Affiliate account, which includes all Authorized Users.



# Request For Board Action

REFERRED TO BOARD: January 20, 2026

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: **Approval of a Resolution Waiving Competitive Bidding and Approving a Second Amendment to an Agreement with Baecore Group, Inc. for Additional ERP Software Assessment and Selection Services**

## BACKGROUND:

The Village has utilized Springbrook Software (Springbrook) since 2003. Over the last twenty plus years there have been modifications to modules used, migrations to new versions, and, most recently, implementation of the cloud-hosted solution; however, there has never been a comprehensive review of Springbrook as an Enterprise Resource Planning System (ERP). The Village currently uses Springbrook's modules for utility billing, payroll, accounts payable/receivable, and general ledger.

In March 2025, the Village hired Baecore Group (Baecore) for ERP Software Assessment and Selection Services. An ERP assessment identifies opportunities to improve existing process workflows in a new system, identify gaps and challenges in process, and define the requirements for a new ERP system. Without an ERP assessment, it would be difficult to articulate what system requirements exist. The ERP Software Assessment and Selection Services agreement with Baecore included in an ERP assessment, recommendations, and functional summary, along with a guided selection process including identification of qualified vendors, process management, demonstration coordination, and cost analysis.

The ERP assessment revealed several cross-village challenges affecting operational efficiency:

1. **Manual, Paper-Based Processes** - Throughout all departments, paper-based workflows create inefficiencies, delay approvals, and increase the risk of errors.
2. **Disconnected Systems** - Multiple non-integrated systems necessitate duplicate data entry, hindering information sharing across departments and increase risk of record discrepancies across systems.
3. **Limited Automation** - Critical processes, such as personnel actions, journal entries, and permit processing, lack automation that could significantly improve efficiency.
4. **Poor Visibility and Tracking** - Limited audit trails and reporting capabilities hamper management oversight and accountability.

Many of the issues identified can be addressed within a traditional ERP system. However, HR/Payroll was one of two distinct areas that will not fit comfortably within an ERP sized for the Village. In September 2025, the Village amended its agreement with Baecore to include additional software assessment and selection services. The amendment provided for a guided HR/Payroll System selection

process including identification of qualified vendors, process management, demonstration coordination, and cost analysis.

The proposed agreement provides for Project Management Services related to the BS&A (ERP software) implementation and Paylocity (HR/Payroll software) implementation approved in the prior two agenda items on January 20, 2026. Baecore's Project Management includes monitoring and controlling scope, schedule management, project planning, communications & change management, and problem resolution with the vendor. A significant portion of the Project Management work is described as pre-work and preparation, which will include facilitated discussions, guidance and recommendations for potential process and policy changes in the relevant process areas in preparation for the implementation projects.

It is not unusual for a municipality to handle project management internally; however, staff is recommending the use of a third party for multiple reasons. First, with back-to-back implementations that will impact one another it is crucial that the implementations are completed correctly and in a timely manner. Second, Baecore has completed hundreds of system implementations. They are familiar with the software the Village intends to implement and can help the Village avoid mistakes and issues seen in other communities. Third, the Village does not have full-time IT or Finance staff available to conduct these project management services. The Village tends to stick with a software for many years once its implemented so it's crucial that the implementation maximizes opportunities for workflow improvements and process efficiencies. Finally, Baecore has learned a tremendous amount about the Village's workflows and structure during the assessment stage. This information will be invaluable in future implementations.

Baecore works across the entire municipality. When consultants are effective in only one department it can lead to gaps in automation, workflow, and data management. ERP vendor implementation teams face the same issue as they are typically module-specific. As a result, systems may work well within a single department, but how data flows, reports, or integrates across departments is rarely considered. Working with Baecore, staff intends to close that gap by designing solutions with the whole organization in mind while balancing the limitations of the technology.

Staff is requesting a waiver of competitive bidding given the existing working relationship between the Village and Baecore. Following the completion of the ERP, HR/Payroll, and EAM Assessments, Baecore's knowledge about the Village's operations is critical to the phases included in this project management proposal.

**FINANCIAL IMPACT:**

Baecore Project Management Services for the ERP and HR/Payroll software implementations total \$225,812. Funds are included in the FY2026 Budget.

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney prepared the attached Resolution and reviewed the Proposed Amendment.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Amendment with Baecore Group

**RECOMMENDED MOTION:**

**Move to approve** a Resolution waiving competitive bidding and approving a second amendment to an agreement with Baecore Group, Inc., for additional ERP software assessment and selection services.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2025-\_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND  
APPROVING A SECOND AMENDMENT TO AN AGREEMENT  
WITH BAECORE GROUP, INC.,  
FOR ADDITIONAL ERP SOFTWARE ASSESSMENT AND SELECTION SERVICES**

WHEREAS, the Village of Lincolnwood ("**Village**") is a home rule municipality in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on March 18, 2025, the Village President and Board of Trustees adopted Resolution No. 2025-2652, approving an agreement with Baecore Group, Inc. ("**Baecore**"), for the provision of enterprise resource planning (ERP) software assessment and selection services, as amendment pursuant to that certain Amendment 1 dated September 4, 2025 ("**Agreement**"); and

WHEREAS, in the course of providing services pursuant to the Agreement, the Village and Baecore have identified the need for project management services related to an ERP software implementation and a human resources and payroll software implementation (collectively, the "**Additional Services**"); and

WHEREAS, the Village President and Board of Trustees have determined that Baecore is qualified to provide the Additional Services in an efficient, timely, and cost-effective manner; and

WHEREAS, Baecore submitted a proposal to perform the Additional Services in the amount of \$225,812 ("**Proposal**"); and

WHEREAS, the Village desires to enter into an amendment to the Agreement for the provision of Additional Services in accordance with the Proposal ("**Second Amendment to Agreement**"); and

WHEREAS, in order to retain Baecore for the provision of the Additional Services, the President and Board of Trustees have determined that, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), it is appropriate to waive the purchasing requirements set forth in Section 8-8-9(A)(1) of the Village Code for the Additional Services; and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to approve the Second Amendment to Agreement with Baecore for the provision of Additional Services;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Second Amendment to Agreement, and for the provision of the Additional Services by Baecore, are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF SECOND AMENDMENT TO AGREEMENT. The Second Amendment to Agreement by and between the Village and Baecore is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF SECOND AMENDMENT TO AGREEMENT. The Village Manager is hereby authorized and directed to execute, on behalf of the Village, the Second Amendment to Agreement upon receipt by the Village Clerk of at least one original copy of the Second Amendment to Agreement executed by Baecore; provided, however, that if the executed copy of the Second Amendment to Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval in the manner provided by law.

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

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

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**

**SECOND AMENDMENT TO AGREEMENT**

**AMENDMENT 2**

Village of Lincolnwood Professional Services Agreement for  
ERP Assessment and Selection Services, dated 3/19/25

**Village of Lincolnwood**

This amendment (the "Amendment") is made by and between **The Village of Lincolnwood**, an Illinois home rule municipality (hereinafter "CLIENT") and **Baecore Group, Inc.**, an Illinois corporation, (hereinafter "Baecore" or "Consultant"), parties to the agreement *Village of Lincolnwood Professional Services Agreement For ERP Assessment and Selection Services*, effective March 19, 2025 (the "Agreement"). CLIENT and Baecore shall be collectively referred to as the "Parties" or individual referred to as a "Party".

1. The Agreement is amended as follows:

a. Attachment A-2 to this Amendment is added to the Agreement as Attachment A-2.

b. The following is added to the Agreement as Section 2. COMPENSATION AND METHOD OF PAYMENT, Paragraph A, Subparagraph 2.

i. Compensation ERP, HR and Payroll Project Management. The total amount billed by the Consultant for the Services provided and described in Exhibit A-2 will not exceed \$225,812.

c. The following is added to the Agreement as Section 2. COMPENSATION AND METHOD OF PAYMENT, Paragraph B, Subparagraph 2.

i. Invoices and Payment – ERP, HR and Payroll Project Management. The Consultant will be paid as provided in the scope of Services Exhibit A-2 for the Services outlined in Exhibit A-2. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

3. This amendment becomes effective upon signature by both Parties.

**Baecore Group Inc.**

**Village of Lincolnwood**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A-2**

### **ERP, Human Resources & Payroll Project Management**

#### ***Scope of Services***

The below outlines the scope of services to be performed by Baecore Group to support the Village's ERP and HR/Payroll implementation.

### **BAECORE PROJECT MANAGEMENT ERP**

Baecore Group recommends a Project Manager assist the Village with managing the project, providing Lincolnwood staff with ERP experts to consult, maintain the project timeline, ensure customer service improvements are realized, and the Village achieves full utilization from the purchased software. A high-level overview of the service for Project Management includes:

- Monitor & Control Scope
- Project Oversight
- Work Prioritizing
- Schedule Management
- Project Planning
- Assistance with Budget Tracking
- Communications & Change Management
- Risk Management, Planning, & Monitoring
- Escalation where needed for problem resolution with the vendor

Baecore's project management coaching, and guidance includes the following functional areas for the ERP implementation.

### **Communications**

To keep the project on track, on time, within scope and within budget, the most critical component of Baecore's Project Management will be communications. There are several ways Baecore Group will help with communication including the following:

Status Meetings are led by Baecore Group to communicate status, identify necessary actions, and address open issues. These status meetings are designed to be inclusive for the Lincolnwood Module Leads (and their project team) for the active implementations. This is the time and the place to put any concerns or questions on the table without limitations of Baecore's scope of services. It is our intent to provide perspective and direction the Village can take on all ERP and HR/Payroll related activities. If there is something that is outside our skillset for advice or direction, we will do our best to identify a resource that can assist the team.

Weekly or Bi-Weekly Vendor Status Meetings: Your Baecore Group Project Manager will meet with the *vendor project manager* on a bi-weekly basis initially and as work requires, weekly if agreed to by the vendor, to ensure oversight of the project. As needed your Baecore Group Project Manager will require the participation of the Lincolnwood project lead. The purpose of the meeting is to follow up

on open project tasks, scheduling, and address open issues or concerns. We live by the truth that our customers don't know what they don't know, and therefore we work side-by-side with your team on these responsibilities.

*Village-Wide Project Communication and Kick-Off Meetings:* Based on Village preferences Baecore Group will coordinate *Village-Wide Project Communication Meetings* to help with managing change and new processes. The Village has the option to have such meetings to kick off the project or ongoing during the implementation. The frequency may be dependent on the status and activity of the project and the challenges presented during the project. These team meetings are designed to provide Village personnel a status of the project and allow for communication and questions as this project will impact everyone in the Village. Baecore Group strongly recommends having these meetings for a variety of reasons, most importantly: to help provide consistent messaging from the Village Manager's Office that processes will be changing, and that this is a Village-wide project and does not belong to any one department.

At vital points in the project Baecore Group will attend and/or facilitate key meetings with "all hands" or the leadership team as appropriate. At the on-set of the project Baecore Group would co-facilitate a *Village-wide internal kick off meeting* to open communication about what to expect for the implementation and answer questions from Village personnel. Additionally, as the project progresses, the vendor may lead kickoff sessions that Baecore Group will attend and participate in if needed. The services to be completed include the following:

### **Schedule/Priority Management**

Managing the schedule and project priorities is the most time-consuming and tedious part of project management. Baecore Group uses a variety of tools to relieve Village staff from this intensive process and keep the Village project team on the same page.

With various modules being setup simultaneously, there will be tasks the team participants will do with the vendor and on their own, inter-department or module meetings, vendor status meetings, conversions, testing, project status meetings, etc. Since all of this will be happening at the same time, Baecore Group will provide consolidation of all these meetings and task items to help the team keep track of what and when things are happening, responsibilities that are assigned to them and the priorities.

*Plan and Schedule Analysis:* As part of the schedule management, Baecore Group will obtain the *project plan and schedule to conduct an analysis* and ensure the pacing of the plan is appropriate and realistic, allowing sufficient time for project tasks and testing. Baecore Group will also analyze the plan to ensure it is comprehensive and contains the tasks necessary to achieve the Village's specific implementation goals.

*Consolidated Plan Maintenance* – Baecore will consolidate the project plans, tasks, homework, and schedules. Your Baecore Project Management team will maintain and update the plan based on

information gathered in the status meetings, vendor meetings and updates provided by the Module Lead via an agreed upon communication process.

*Baecore Project Boards* is a generic name for web-based tool that consolidates and presents project information from all project vendors and Village internal items in a way that is clear and easy to use for Village staff. Baecore Group consolidates information from all vendor project related sites to provide the Village a single location to access all project information. Our Project Boards ensure the Village of Lincolnwood has all the upcoming tasks, scheduled meetings, comments, and status updates in one location. The Project Boards contain a consolidated project plan including both the vendor's project plan and internal Lincolnwood tasks and meetings that can be sorted and filtered to display the specific information needed.

A consistent challenge in projects that take place over an extended period is that action items and tasks are identified that are not urgent or can't be acted on immediately as they are dependent on some other future tasks. In many cases, these may be several months out into the future. Tracking and managing these "long horizon" tasks are important to ensure nothing falls "off the radar". The interactive project board allows Lincolnwood project team members to submit updates to specific tasks and add new tasks to the plan, allowing for direct communication between the Village and your Baecore Project Manager. The Project Board has designated spaces for:

- Decision Logs: assist with project team collaboration and keep project decisions visible and accessible over the long project timeline.
- Project Plans by project and/or Vendor
- Incident Tracking: ensures issue status and history is tracked and managed to help drive items to closure.
- Project based document storage (from vendor or Village)
- Checklists (pre go live, go live process validation, conversion validation): assists with vendor and project team accountability and supports testing/validation to ensure the project meets Village objectives.
- Blackout date tracking

*Session Invitations*: Based on the project plan, Baecore Group will coordinate with the Vendor PMs to finalize on-site and remote meeting logistics and will send meeting invitations to Module Leads. The Module Leads will be responsible for coordinating additional subject matter experts and staff participating in the implementation and training. The Module Lead will forward meeting invites as appropriate to these additional attendees. Baecore Group originates the meeting invitation to provide us with line of sight to the invitation acceptances and denials keeping us aware of project team participation and engagement. With this information Baecore can help the Village identify project team members that are and are not participating in the project as needed. Having the Module Leads forward invitations the needed Village attendees serves multiple functions including ensuring the right people for each functional activity are invited and having communication coming from the Village. This helps to support the Village to own its project and maintains the message that this is a Village project.

Provide Blackout Calendar Template and Guidance: Baecore will provide a blackout calendar template to the Village’s Module Leads to make it easier to collect and provide Baecore, Village personnel availability for project activities. Baecore Group will provide coaching and guidance to the Module Leads for the timing and collection of blackout dates to ensure the information stays up to date throughout the project. Baecore Group will provide the “rolled-up” calendars to the Vendor Project Managers for creation of the various project plans to ensure critical meetings are scheduled in coordination with Village personnel availability.

## **Project Oversight & Assistance**

Project Issues Resolution Assistance & Escalation: Baecore Group will assist and provide direction to the Village of Lincolnwood Module Leads for resolution or escalation of project issues. At the Module Lead’s request, Baecore Group will provide guidance and recommendations on methods and approaches to escalate project issues based on our experience with ERP Implementations. Where necessary, upon request of the Module Lead, Baecore Group will escalate the project issue to facilitate resolution.

Vendor Agenda Review: Baecore Group will review and discuss the vendor agendas for upcoming sessions with the team during the weekly status meeting including whether there are any gaps, missing topics, or whether the agenda is “too full” or “too lean”, and potential impacts.

Vendor Discovery Sessions: Discovery sessions are meetings during which the Vendor collects information about the Village’s processes and activities to determine how the system is to be configured. It is common during these sessions for Vendors and Village staff to focus on *current* process. Baecore will oversee the sessions to focus the Discovery collection on the Village’s desired process improvement and changes, provide guidance on process direction, and document Village decisions to serve as the foundation of conversion and process testing checklists for use later in the project to ensure the system as configured meets the Village’s goals and objectives.

Go Live Process Validation Checklist: Baecore Group will develop and provide a checklist that outlines the process and workflow components to support the Lincolnwood Project to validate the system configuration at go live. This checklist will help to ensure the configuration meets the functionality and process requirements communicated during the implementation and confirm the configuration supports the Village’s desired processes. Checklists will be provided for the following functional areas:

- Accounts Payable
- Purchasing
- Licensing
- Utility Billing
- Budget

Conversion Validation Checklist: Ensuring that the Village’s data is accurately, completely, and correctly converted into the ERP solution is critical for a successful go live. Based on the conversion discovery discussion with the vendor, process decisions by the Village, and our experience with ERP implementations, Baecore will provide a validation checklist that will support the Village Project Team’s

review and validation of their converted data. Checklists will be provided for the data included in the data plan as follows:

- Customer Data
- Utility Billing Data
- Vendor Data

*Pre-Go Live Checklist Creation:* Baecore Group will develop and give to the Village a checklist identifying crucial “go live” items. This list provides a clear identification of outstanding tasks, descriptions and assigned team members, to help ensure readiness for the transition to the new system.

*Go Live Support:* During the Village’s go live with the new ERP system, Baecore Group will provide for the Village up to five (5) days of onsite support to assist the Village. Baecore will provide guidance and support to Lincolnwood team members with issue resolution (and escalation as needed). Onsite support days are 8:30 am – 4:30 pm.

### **ERP Project Pre-Work and Preparation**

Successfully implementing the new ERP solution will require clear communication of the Village’s relevant policies, processes, workflows, and reporting needs. In addition, to reduce the risk of project delays, data will need to be in a ready state for conversion. To make the implementation as effective as possible, Baecore Group will lead the Village through project pre-work before the vendor begins their participation in the project.

*Data Clean Up Plan Guidance:* Data conversion is the process of migrating the Village’s existing data records from their current systems and locations into the new software. In preparation for this conversion, a “clean up” of the existing data will help ensure the information moved to the new systems is accurate, complete, and consistent. This will impact the effectiveness of the new system by increasing the ease of finding, using, and reporting on the information.

Baecore Group will meet with the Lincolnwood Module Leads to provide guidance and recommendations for a strategic cleanup effort for the following data types outlined below. Baecore will provide the Village with a data cleanup plan based on these recommendations:

- Customer Data
- Utility Billing Data
- Vendor Data

*Best Practice Process & Policy Workflow Recommendations:* To support the Village in the implementation of process improvements, Baecore will identify process and policy gaps and provide guidance for the Village to make decisions on and close these gaps. Baecore Group will also help the Village to outline their processes and workflows to help clearly communicate the desired process workflows. Baecore will lead the Lincolnwood team in working sessions, not to exceed five, to define the desired state process workflow, requirements and desired outcomes. Baecore Group will document recommended processes based on the information gathered during the sessions in preparation for the BS&A Discovery sessions. This includes the following process areas:

- Accounts Payable
- Purchasing
- Utility Billing
- Permits
- Planning/Zoning
- Code Enforcement
- Licensing

Document Collection: During the above working sessions, Baecore Group will develop a checklist/action plan of the relevant documentation to be created, updated, and collected in preparation for the Vendor Discovery Sessions. On completion, the Village will have a “Discovery Packet” of vital process information that can be shared with the vendor and will guide the vendors configure the system. This includes the following process areas:

- Accounts Payable
- Purchasing
- Utility Billing
- Permits
- Planning/Zoning
- Code Enforcement
- Licensing

### **ERP Post Go Live Support**

Once the system has been implemented and Village personnel have had an opportunity to use it Live for their work (one or two weeks following the Village’s go live) Baecore Group will, through discussion with Village personnel, identify any issues, challenges, concerns, or potential changes they may have. Baecore will prioritize the modules reviewed based on the areas that were most complex and/or where the most challenges arose during the implementation. As part of this review, Baecore will evaluate whether the system has been configured as requested to meet Village objects and whether Village use of the system conforms to any process or policy changes implemented by the Village during the project. During the meeting, Baecore Group will provide recommendations for actions the Village can take to resolve open issues, as well as considerations for configuration changes to support process “tweaks”. We will also provide recommendations and assist the Village in reporting open issues to the vendor and escalate as needed. As an outcome of this meeting, Baecore will provide the Village with a documented plan of all actions identified.

### **ERP Six-Month Post Go Live Review & Support**

Over time, as the Village encounters novel situations, addresses small challenges, or works with support to address issues, Village personnel’s use of a new system can shift resulting in a drift from the original decided processes and workflows. To help ensure the new process and customer service improvements remain “sticky”, Baecore Group will return six-months after the go live to conduct a follow up post go live review. As part of this review Baecore will identify where Village personnel have deviated from the planned processes and workflows, identify any issues or obstacles that may be causing the deviation and assist with their resolution. This review includes:

Post Go Live Meetings: For each module, Baecore will meet with Village staff to gather information about their current use of the new ERP solution. The focus of this collection includes where the use of the system deviates from the determined workflows, issues, and challenges.

Post Go Live Report: Baecore Group will provide the Village with a Post Go Live Report that outlines where process drift has occurred and insight as to its cause such as configuration gaps, system issues, staff misunderstanding, etc. Baecore will provide an action plan to close gaps, resolve issues and overcome obstacles.

Post Go Live Status Meetings: During this post go live period, Baecore will hold bi-weekly post go live status meetings with Lincolnwood Project Leads to review the Post Go Live Action Plan status and provide guidance and direction to Lincolnwood staff on closure of open items and issue resolution. The project “modules” that are covered by this agreement include:

Financials:

- Cash Receipts
- General Billing
- Accounts Receivable
- Accounts Payable
- General Ledger
- Budget
- Purchasing
- Cash Management
- Project Accounting
- Grant Management
- Contract Management

Utility Billing:

- Utility Accounts
- Water Billing process
- Meter Inventory
- Service Order
- Delinquency Management

Community Development:

- Permitting
- Inspections
- Plan Review
- Code Enforcement
- Business License

## **BAECORE PROJECT MANAGEMENT HR/Payroll**

### **Communications**

To keep the project on track, on time, within scope and within budget, the most critical component of Baecore’s Project Management will be communications. There are several ways Baecore Group will help with communication including the following:

Status Meetings are led by Baecore Group to communicate status, identify necessary actions, and address open issues. These status meetings are designed to be inclusive for the Lincolnwood Module Leads (and their project team) for the active implementations. This is the time and the place to put any concerns or questions on the table without limitations of Baecore’s scope of services. It is our intent to provide perspective and direction on all ERP and HR/Payroll-related activities. If there is something that is outside our skillset for advice or direction, we will do our best to identify a resource that can assist the team.

Weekly or Bi-Weekly Vendor Status Meetings: Your Baecore Group Project Manager will meet with the *vendor project manager* on a bi-weekly basis initially and, as work requires, weekly if agreed to by the vendor, to ensure oversight of the project. As needed, your Baecore Group Project Manager will

require the participation of the Lincolnwood project lead. The purpose of the meeting is to follow up on open project tasks, scheduling, and address open issues or concerns. We live by the truth that our customers don't know what they don't know, and therefore, we work side-by-side with your team on these responsibilities.

Village-Wide Project Communication and Kick-Off Meetings: Based on Village preferences, Baecore Group will coordinate *Village-Wide Project Communication Meetings* to help with managing change and new processes. The Village has the option to have such meetings to kick off the project or ongoing during the implementation. The frequency may depend on the project's status and activity, as well as the challenges encountered during the project. These team meetings are designed to provide Village personnel with a status of the project and allow for communication and questions, as this project will impact everyone in the Village. Baecore Group strongly recommends holding these meetings for a variety of reasons, most importantly: to provide consistent messaging from the Village Manager's Office, communicate that processes will be changing, and make clear that this is a Village project and does not belong to any one department .

At vital points in the project Baecore Group will attend and/or facilitate key meetings with "all hands" or the leadership team as appropriate. At the onset of the project, Baecore Group would co-facilitate a *Village-wide internal kick-off meeting* to open communication about what to expect for the implementation and answer questions from Village personnel. Additionally, as the project progresses, the vendor may lead kickoff sessions that Baecore Group will attend and participate in if needed. The services to be completed include the following:

### **Schedule/Priority Management**

Managing the schedule and project priorities is the most time-consuming and tedious part of project management. Baecore Group uses a variety of tools to relieve Village staff from this intensive process and keep the Village project team on the same page.

With various modules being setup simultaneously, there will be tasks the team participants will do with the vendor and on their own, inter-department or module meetings, vendor status meetings, conversions, testing, project status meetings, etc. Since all of this will be happening at the same time, Baecore Group will provide consolidation of all these meetings and task items to help the team keep track of what and when things are happening, responsibilities that are assigned to them and the priorities.

Plan and Schedule Analysis: As part of the schedule management, Baecore Group will obtain the *project plan and schedule to conduct an analysis* and ensure the pacing of the plan is appropriate and realistic, allowing sufficient time for project tasks and testing. Baecore Group will also analyze the plan to ensure it is comprehensive and contains the tasks necessary to achieve the Village's specific implementation goals.

Consolidated Plan Maintenance – Baecore will consolidate the project plans, tasks, homework, and schedules. Your Baecore Project Management team will maintain and update the plan based on information gathered in the status meetings, vendor meetings and updates provided by the Module Lead via an agreed upon communication process.

Baecore Project Boards is a generic name for a web-based tool that consolidates and presents project information from all project vendors and Village internal items in a clear, easy-to-use format for Village staff. Baecore Group consolidates information from all vendor project related sites to provide the Village a single location to access all project information. Our Project Boards ensure the Village of Lincolnwood has all the upcoming tasks, scheduled meetings, comments, and status updates in one location. The Project Boards contain a consolidated project plan, including both the vendor’s project plan and internal Lincolnwood tasks and meetings that can be sorted and filtered to display the specific information needed.

A consistent challenge in projects that take place over an extended period is that action items and tasks are identified that are not urgent or can’t be acted on immediately, as they are dependent on some other future tasks. In many cases, these may be several months out into the future. Tracking and managing these “long horizon” tasks are important to ensure nothing falls “off the radar”. The interactive project board lets Lincolnwood project team members submit updates to specific tasks and add new tasks to the plan, enabling direct communication between the Village and your Baecore Project Manager. The Project Board has designated spaces for:

- Decision Logs: assist with project team collaboration and keep project decisions visible and accessible over the long project timeline.
- Project Plans by project and/or Vendor
- Incident Tracking: ensures issue status and history is tracked and managed to help drive items to closure.
- Project based document storage (from vendor or Village)
- Checklists (pre go live, go live process validation, conversion validation): assists with vendor and project team accountability and supports testing/validation to ensure the project meets Village objectives.
- Blackout date tracking

Session Invitations: Based on the project plan, Baecore Group will coordinate with the Vendor PMs to finalize on-site and remote meeting logistics and will send meeting invitations to Module Leads. The Module Leads will be responsible for coordinating additional subject matter experts and staff participating in the implementation and training. The Module Lead will forward meeting invites to these additional attendees as appropriate. Baecore Group originates the meeting invitation to provide us with line of sight to the invitation acceptances and denials keeping us aware of project team participation and engagement. With this information, Baecore can help the Village identify project team members who are and are not participating in the project as needed. Having the Module Leads forward invitations to the necessary Village attendees serves multiple functions, including ensuring the right people for each

functional activity are invited and ensuring communication from the Village. This helps to support the Village in owning its project and maintains the message that this is a Village project.

*Provide Blackout Calendar Template and Guidance:* Baecore will provide a blackout calendar template to the Village's Module Leads to make it easier to collect and provide Baecore, Village personnel availability for project activities. Baecore Group will provide coaching and guidance to the Module Leads for the timing and collection of blackout dates to ensure the information stays up to date throughout the project. Baecore Group will provide the "rolled-up" calendars to the Vendor Project Managers for creation of the various project plans to ensure critical meetings are scheduled in coordination with Village personnel availability.

### **Project Oversight & Assistance**

*Project Issues Resolution Assistance & Escalation:* Baecore Group will assist and provide direction to the Village of Lincolnwood Module Leads for resolution or escalation of project issues. At the Module Lead's request, Baecore Group will provide guidance and recommendations on methods and approaches to escalate project issues based on our experience with HR/Payroll Implementations. Where necessary, upon request of the Module Lead, Baecore Group will escalate the project issue to facilitate resolution.

*Vendor Agenda Review:* Baecore Group will review and discuss the vendor agendas for upcoming sessions with the team during the weekly status meeting including whether there are any gaps, missing topics, or whether the agenda is "too full" or "too lean", and potential impacts.

*Vendor Review Sessions:* Vendor Review sessions are meetings during which the Vendor collects information about the Village's processes and activities to determine how the system is to be configured. In addition, the vendor reviews data and configuration with the Village project team. It is common during these sessions for Vendors and Village staff to focus on the *current* process. Baecore will oversee the sessions to focus the Discovery collection on and configuration on the Village's desired process improvement and changes, provide guidance on process direction, and document Village decisions to serve as the foundation of conversion and process testing checklists for use later in the project to ensure the system as configured, meets the Village's goals and objectives.

*Go Live Process Validation Checklist:* Baecore Group will develop and provide a checklist that outlines the process and workflow components to support the Lincolnwood Project to validate the system configuration at go live. This checklist will help ensure the configuration meets the functionality and process requirements communicated during implementation and confirms it supports the Village's desired processes. Checklists will be provided for Payroll Processing.

*Pre-Go Live Checklist Creation:* Baecore Group will develop and give to the Village a checklist identifying crucial "go live" items. This list provides a clear identification of outstanding tasks, descriptions and assigned team members, to help ensure readiness for the transition to the new system.

Go Live Support: During the Village’s go live with the new HR/Payroll system, Baecore Group will provide for the Village up to one (1) day of onsite support to assist the Village. Baecore will provide guidance and support to Lincolnwood team members with issue resolution (and escalation as needed). Onsite support days are 8:30 am – 4:30 pm.

## **HR/Payroll Project Pre-Work & Preparation**

Document Collection: Baecore Group will lead two sessions with the Village project team to facilitate discussion and provide guidance on the relevant documentation to be created, updated, and collected in preparation for the implementation project. Baecore Group will document decisions on the documents to be collected. On completion, the Village will have a “Discovery Packet” of vital process information that can be shared with the vendor and will guide the vendor to configure the system. Baecore will hold up to two (2) data collection sessions. This includes the following process areas:

- Payroll
- Human Resources
- Applicant Tracking

Policy & Process Review: Baecore Group will lead up to two (2) sessions with the Village project team to support the Village in defining the process and policy changes necessary to take full advantage of the updated system functionality. Baecore will facilitate discussion, provide guidance and recommendations for potential process and policy changes in the relevant process areas in preparation for the implementation project. Following the session, Baecore will provide a summary of the Village’s decisions and desired changes. This includes the following process areas:

- Payroll
- Human Resources
- Applicant Tracking

## **Village Responsibilities**

### **Staff Participation/Availability**

Baecore Group is relying on Village staff to assist with identifying the department subject matter experts to meet with Baecore Group for data cleanup, process, and status meetings, as well as invite the appropriate individuals to the meetings. Additionally, we will need Village staff to reserve meeting space and/or Teams technology for the meetings, based on the scheduled dates, times, and number of attendees.

For the services to be completed successfully, Village staff & leadership will need to attend and actively participate in meetings or calls as needed during the project. To get the best results, active, uninterrupted participation in the meetings will be necessary. Any encouragement by Village management for staff to be forthcoming will provide the best outcome.

### **Interview/Meeting Space**

For the onsite meetings, Village attendees will need access to a meeting space with adequate seating for the meeting attendees to avoid interruptions and distractions. In addition, these meetings may be conducted remotely by vendors; therefore, a quality conference line (phone) connection and a computer

(internet) with a screen to access Teams will be necessary in the Village's meeting space where the staff are brought together.

## **Village Responsibilities**

The proposed project management services are designed to enable Baecore Group to work cooperatively with Module Leads and the Village of Lincolnwood project team (*see the explanation of Module Lead in the Module Lead Assignment section below*). This team approach is two pronged:

- ❖ Baecore Group knows the most successful short and long-term projects have Village personnel taking ownership and responsibility of their area of expertise. No ERP or HR/Payroll project that is solely driven by a consultant, IT, or Finance department will achieve the best possible outcome.
- ❖ With a team approach and having Module Leads, departments are better able to care for themselves as the project progresses and well after go live. This ultimately provides the Village with the ability to focus consulting dollars where needed and gain independence as soon as possible, thus successfully keeping costs down.

To foster this cooperative effort, the list below includes those areas of the project that will be managed by the Village of Lincolnwood project team, as well as participation needed by the Lincolnwood project team for Baecore Group to provide the proposed services successfully.

*Module Lead Assignment* - During each phase of the project, the Village will need to have assigned a Module Lead from the Village for each module, such as payroll, utility billing, community development, etc. The module lead will be the individual responsible and authorized to make project decisions for their assigned area. This person is responsible for identifying and engaging the subject matter experts for the implementation. The module lead will be the responsible party for escalating unresolved issues or requesting additional support or assistance.

- ❖ Module Leads will receive meeting invitations for project sessions from Baecore Group. The Module Lead is responsible for coordinating or delegating the reservation of meeting rooms, setup of the meeting rooms, identifying the proper Village team members to attend the meeting and inviting those Village team members to the meeting.

Module Leads will attend and actively participate in configuration sessions and ensure the correct Lincolnwood staff are engaged.

- ❖ Module Leads will have the authority to and will actively and timely make timely decisions regarding the Village's desired state workflows. It is important that the Module Leads are engaged and champion the Village's objectives for process improvement and utilizing available functionality and automations to improve processes, incorporate appropriate separation of duties, and financial controls.

- ❖ Module Leads are responsible for ensuring the scheduled sessions with the Vendors are fully utilized and do not end prior to the committed time (this is required to ensure funds are not wasted by making sure you are not billed for 8 hours of training and only get 6 hours).
- ❖ Module Leads will collect all Village action items assigned during meetings and add them to the project plan.
- ❖ The Village of Lincolnwood is responsible for coordinating with and managing any 3<sup>rd</sup> party services (such as bill printing, lockbox services, online payments, etc.). The Baecore Group PM will provide direction, coaching and guidance where needed.
- ❖ The Village of Lincolnwood’s Module Leads and core implementation team will attend the Baecore Group weekly status meetings on a pre-established reoccurring date/time.
- ❖ Modules Leads will review project plan update requests submitted by the Lincolnwood project team and approve/verify the update (such as task completion, reschedule, etc.).
- ❖ The Village of Lincolnwood will distribute, maintain, and provide to Baecore Group, the Village’s “black out calendar”. BCG will provide direction and guidance for best practices.

Discovery Meeting & Vendor Session Participation – Village Module Leads are responsible for identifying the SMEs needed to attend the vendor discovery meetings. SMEs *and* personnel with the authority to make decisions about processes are required to attend these meetings. Attendance by both groups is important to ensuring the meetings are as effective and efficient as possible. Not having decision-makers present in the meetings leads to delayed decision-making. This can also cause meetings to need to be “re-done” where the decision-maker needs to re-have the discussions and information transfer from the discovery meetings to make decisions.

Project Team Participation & Availability – ERP and HR/Payroll systems cannot be successfully implemented by one or two Village staff members. The active and ongoing participation and collaboration of the department’s subject matter experts is also necessary. We recognize that Village staff have their regular responsibilities and that allocating time for project meetings and action items can sometimes be challenging. However, for the project to be successful, the Village project team members will need to attend and actively participate in meetings, be responsive to communications and complete project action items in a timely fashion.

## Pricing

<b>Village of Lincolnwood</b>		
Consulting Services		
ERP and HR/Payroll Project Implementation		
<b>Project Management ERP</b>		
Billed per Payment Schedule - Estimated 12-month project (with pre-work)		\$153,404
Communications		Included
Status Meeting		
Village-Wide Project Communication & Kick-off Meetings		
Bi-Weekly Vendor Status Meetings		
Project Pre-Work and Preparation		Included
Data Clean Up Plan Guidance		
Best Practice Process & Policy workflow recommendations		
Action Plan & Recommendations for Document Collection		
Schedule/Priority Management		Included
Consolidated Project Plan Maintenance	Plan & Schedule Analysis	
Web-Based Project Boards	Session Invitations & Coordination	
Blackout Calendar tracking tools	Blackout Calendar support & guidance	
Project Oversight & Assistance		Included
Project Issues Resolution Assistance & Escalation	Vendor Discovery Session Oversight & Support	
Conversion Validation Checklist	Go Live Process Validation Checklist	
Go Live Support	Pre-Go Live Checklist	
<b>ERP Six-Month Post Go Live Review</b> (Due 90 days prior to post live review)		
Not to exceed six weeks		\$11,158
Post Go Live Meetings		
Post Go Live Report & Action Plan		
Bi-Weekly Status meeting		
Issue/Obstacle Resolution support & issue escalation		
<b>Project Management HR &amp; Payroll</b>		
Billed per Payment Schedule - Estimated 8-month project (with pre-work)		\$61,250
Communications		Included
Status Meeting		
Village-Wide Project Communication & Kick-off Meetings		
Bi-Weekly Vendor Status Meetings		
Project Pre-Work and Preparation		Included
Data Collection sessions		
Schedule/Priority Management		Included
Consolidated Project Plan Maintenance	Plan & Schedule Analysis	
Web-Based Project Boards	Session Invitations & Coordination	

Blackout Calendar tracking tools	Blackout Calendar support & guidance	
Project Oversight & Assistance		Included
Project Issues Resolution Assistance & Escalation	Vendor Session Oversight & Support	
Payroll testing support	Pre-Go Live Checklist	
Go Live Support		

Work for the HR/Payroll (Paylocity) project will begin in January. We anticipate a 6-month project that would be completed in August 2026. Work for the ERP project (BS&A) will begin in March 2026. Baecore anticipates a 9-month BSA implementation that will be completed in February 2027. The chart below outlines the payment schedule. Project Management services are billed quarterly in advance. Pricing is based on the implementation of all components as they are intertwined and not proceeding with the entire project will introduce project factors requiring repricing.

Payment Schedule		
Invoice Date	Work Period	Amount
12/01/2025	January – February 2026	\$15,312
02/01/26	March – May 2026	\$61,320
05/01/2026	June – August 2026	\$61,320
08/01/2026	September – November 2026	\$38,351
11/01/2026	December 2026 – February 2027	\$38,351
90 days post go live	Six-month ERP Post Go Live	\$11,158

The above price includes the \$45,000 discount for the above streamlined payment schedule milestones and streamlined contract management fees.

The estimated project timeline for Baecore Group to complete the proposed services is 13 months from project initiation to completion of both the HR/Payroll & ERP projects. Completion of the project in less than the estimated time will not result in a reduction of the price.

Delays resulting in additional meetings or work due to Village staff no-showing, unavailability for demonstrations, unavailability for input, lack of participation of scoring vendors or other material delays (each a “**Cancellation**”) will be made up by Consultant at the ½ day rate of \$900, full-day rate of \$1,800 billed in ½ day minimum increments for onsite work and two hos for remote work (“**Makeup Fees**”). Consultant will immediately notify the Village of each Cancellation and Makeup Fees, if any, resulting from each Cancellation prior to scheduling any make up meetings.

Invoicing for Project Management is done quarterly thirty days in advance of the quarter being billed. Baecore prides itself on being able to deliver cost-effective quality work. We recognize from time to time that our clients’ needs change during a project. Should this occur, we will work to meet your needs and make necessary adjustments to the best of our ability.

# Request For Board Action

**REFERRED TO BOARD:** January 20, 2026

**AGENDA ITEM NO:** 8

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Consideration of an Ordinance Amending Provisions of Chapter 10 of the Municipal Code of Lincolnwood to Impose Restrictions on the Sale of Flavored Liquid Nicotine Products

## **BACKGROUND:**

Members of the Village Board expressed interest in discussing restricting the sale and possession of unregulated intoxicating substances such as Delta-8 THC, Delta-10 THC, and Kratom, as well as flavored liquid nicotine products (vapes).

The Village Attorney provided Staff information on the regulations imposed by its other client communities including Deerfield, Highland Park, Winnetka, Oak Park, East Dundee, Waukegan, Wauconda, La Grange, Berkeley, and Des Plaines. Ordinances approved in these communities include varying restrictions on the sale of unregulated intoxicating substances, the possession of unregulated substances, and signage related to these products.

Staff worked with the Village Attorney to prepare a draft Ordinance that 1) amended regulations for cannabis retailers regarding the sale, distribution or delivery of THC Products in the Village, 2) prohibited the sale of certain THC Products, Kratom, 7-hydroxymitragynine and flavored liquid nicotine products in the Village, and 3) prohibited the possession and use of THC Products, Kratom, and 7-hydroxymitragynine by all persons under 21 years of age. In addition, the draft Ordinance prohibited the sale of flavored liquid nicotine products to any person. Chicago, Skokie, and Evanston ban the sale of flavored liquid nicotine products, making Lincolnwood shops a greater attraction.

The Village Board held Committee of the Whole discussions regarding these prohibitions on October 9 and November 18, 2025.

## **DISCUSSION:**

Following legislative action by the Federal government and conversations at the state level regarding restrictions on the sale and possession of unregulated intoxicating substances, the Village Board decided to bifurcate the topics of unregulated intoxicating substances and flavored liquid nicotine products.

The Ordinance presented for Village Board review and approval at the January 20, 2026 Village Board meeting amends Lincolnwood's Municipal Code to impose restrictions on the sale of flavored liquid nicotine products.

The Village Board requested information on the implementation of similar bans in Chicago, Evanston, and Skokie. Staff’s research has been summarized in the table below.

	<b>Chicago</b>	<b>Evanston</b>	<b>Skokie</b>
<b>Adoption Date</b>	September 9, 2020	November 27, 2023	September 22, 2021
<b>Effective Date</b>	Enforcement began early 2021	April 1, 2024	October 22, 2021
<b>Grandfathering Provisions</b>	None - ban applied to all current and future businesses		
<b>Existing Business Impact</b>	Unknown		
<b>Menthol Flavored Vapes</b>	Not Exempt	Not Exempt	Exempt
<b>Penalties</b>	Violators subject to a fine between \$1,000-\$5,000 per offense.  Licenses may be revoked or not renewed after a single offense.	Violators subject to fines ranging from \$500 to \$2500 on first and second violations.  Retailer is subject to license revocation when a third violation occurs within a 24-month period.	Citations may be issued, with fines of up to \$750 per day.  For retailers with more than one violation, suspension or revocation of the tobacco license may be pursued.

In Skokie, the Health and Human Services Department conducts at least one unannounced compliance check annually and the Police Department conducts three Tobacco 21 compliance checks annually. In Evanston, the Health and Human Services Department conducts annual inspections as well as follow-up and complaint inspections.

**Lincolnwood Proposed Implementation**

As presented, the Ordinance 1) goes into effect 10 days after its adoption, 2) does not include any grandfathering provisions, and 3) exempts menthol. The Ordinance does not modify existing language about enforcement or penalties; therefore, all violations would be subject to a fine of up to \$2,500 and the Village Manager shall have the right, but not the obligation, to suspend or revoke a license upon any violation. The Police Department would continue with annual compliance checks as well as complaint-based inspections.

**FINANCIAL IMPACT:**

In Calendar Year 2024, Tobacco Vape Shops in Lincolnwood produced \$163,197 in sales tax revenue. For the eight months January through August, 2025, the eight shops reported \$99,504 in sales tax revenue. Three of the businesses have at least one month of sales tax reporting missing in the eight-month period.

These totals include 100% of the sales taxes reported by the eight Tobacco Vape Shops licensed by the Village. The Tobacco Vape shops may generate sales taxes that do not fall in this category, but other licensed retailers such as gas stations generate sales taxes that include these products. It is the best estimate that the Village can provide from the data received from the State.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. PowerPoint Presentation

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance amending provisions of Chapter 10 of the Municipal Code of Lincolnwood to impose restrictions on the sale of flavored liquid nicotine products.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 10 OF THE MUNICIPAL  
CODE OF LINCOLNWOOD TO IMPOSE RESTRICTIONS ON THE SALE OF  
FLAVORED LIQUID NICOTINE PRODUCTS**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2026.

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ORDINANCE NO. 2026-\_\_**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 10 OF THE MUNICIPAL CODE OF LINCOLNWOOD TO IMPOSE RESTRICTIONS ON THE SALE OF FLAVORED LIQUID NICOTINE PRODUCTS**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Section 6(a) of the Constitution explicitly empowers municipalities to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, the sale of flavored liquid nicotine products poses a risk to Village residents and visitors; and

WHEREAS, Chapter 10 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”) establishes regulations for businesses and the sale of tobacco and e-cigarettes (collectively, “*Village Regulations*”); and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village to amend the Village Code to prohibit the sale of flavored liquid nicotine products in the Village; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to amend the Village Regulations pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. PROHIBITION ON SALES OF FLAVORED LIQUID NICOTINE PRODUCTS. The following provisions of Article 3, titled “Comprehensive Regulation of Tobacco Products,” of Chapter 10, titled “Liquor and Tobacco” of the Village Code is hereby amended further to read as follows:

**10-3-2 Definitions.**

The following words, terms and phrases, when used in this Article 3, shall have the meanings ascribed to them in this Section 10-3-2, except where the context clearly indicates a different meaning.

Additions are bold and double-underlined; deletions are struck through.

## COMPLIANCE CHECK

An inspection conducted with the intention of assessing retail sales of tobacco products to minors and enforcing age of sales laws. Compliance checks are conducted by having designated persons under the age of 18 attempt to buy tobacco products from vendors.

## E-CIGARETTE

An electronic device that typically includes a mouthpiece, a heating element or atomizer, a battery, and electronic circuits; provides a gas derived from a liquid that includes nicotine, propylene glycol, or similar substance and perhaps other substances; and is inhaled by a user in a manner that simulates or resembles smoking. The term "e-cigarette" includes all manner of these devices, regardless of the details of a device's appearance or marketed name, that are manufactured to resemble a cigarette, cigar, pipe, or other smoking device. The term "e-cigarette" includes the cartridges and component parts of an e-cigarette, individually or in any combination.

## FLAVORED LIQUID NICOTINE PRODUCT

Any liquid nicotine product that contains a constituent that imparts a characterizing flavor. As used in this definition, the term "characterizing flavor" means a distinguishable taste or aroma, imparted either prior to or during consumption of a liquid nicotine product, including, but not limited to, tastes or aromas of menthol, mint, wintergreen, chocolate, vanilla, honey, cocoa, any candy, any dessert, any alcoholic beverage, any fruit, any herb, or any spice, but shall not include the taste or aroma of tobacco or menthol. No liquid nicotine product shall be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. A public statement or claim made or disseminated by the manufacturer of a liquid nicotine product, or by any person authorized or permitted by the manufacturer to make or disseminate such statement or claim, that a liquid nicotine product has or produces a characterizing flavor shall establish that the liquid nicotine product is a flavored liquid nicotine product.

## LICENSE

A cigarette-tobacco dealer license issued by the Village for the retail sale of tobacco products.

## LICENSEE

The holder of a valid cigarette-tobacco dealer license issued by the Village for the retail sale of tobacco products.

Additions are bold and double-underlined; deletions are struck through.

**MINOR**

Any person under the age of 21.

**PUBLIC PLACE**

An area to which the public is invited or in which the public is permitted, including, but not limited to, any right-of-way, mall or shopping center, park or playground, and any other property owned by the Village and/or a public school district located in whole or in part within the Village.

**RETAIL TOBACCO STORE**

A retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental.

**SELF-SERVICE DISPLAYS**

Open displays of tobacco products and point of sale tobacco promotional products to which the public has access without intervention of a store employee.

**TOBACCO ACCESSORIES**

Cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines and other items, designed primarily for the smoking or ingestion of tobacco products or of substances made illegal.

**TOBACCO PRODUCTS**

Any substance containing tobacco leaf, including, but not limited to, cigarettes, e-cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, and dipping tobacco.

**VENDING MACHINE**

Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any form of payment, dispenses tobacco products.

\* \* \*

**10-3-4 Prohibited sales.**

It shall be unlawful for any person, including any licensee under this Article 3, to sell, offer for sale, give away, or deliver:

**(A)** tobacco products or tobacco accessories to any person under the age of 21 years within the Village.

**(B)** **flavored liquid nicotine products to any person.**

**Additions are bold and double-underlined;** deletions are struck through.

\* \* \*

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 4. EFFECTIVE DATE. This Ordinance will be in full force and effect ten days after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

**Additions are bold and double-underlined**; deletions are struck through.

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2026

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Sokol Delisi, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**Additions are bold and double-underlined**; deletions are struck through.

Consideration of an Ordinance  
Amending Provisions of Chapter 10  
of the Municipal Code of  
Lincolnwood to Impose Restrictions  
on the Sale of Flavored Liquid  
Nicotine Products

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JANUARY 20, 2026

# Background

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- Members of the Village Board expressed interest in discussing restricting the sale and possession of unregulated intoxicating substances such as Delta-8 THC, Delta-10 THC, and Kratom, as well as flavored liquid nicotine products (vapes).
- Staff worked with the Village Attorney to prepare a draft Ordinance that
  1. Amended regulations for cannabis retailers regarding the sale, distribution or delivery of THC Products in the Village,
  2. Prohibited the sale of certain THC Products, Kratom, 7-hydroxymitragynine and flavored liquid nicotine products in the Village,
  3. Prohibited the possession and use of THC Products, Kratom, and 7-hydroxymitragynine by all persons under 21 years of age, and
  4. Prohibited the sale of flavored liquid nicotine products to any person.
- The Village Board held Committee of the Whole discussions regarding these prohibitions on October 9 and November 18, 2025.

# Discussion

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- Following legislative action by the Federal government and conversations at the state level regarding restrictions on the sale and possession of unregulated intoxicating substances, the Village Board decided to bifurcate the topics of unregulated intoxicating substances and flavored liquid nicotine products.
- The Ordinance presented tonight amends Lincolnwood's Municipal Code to impose restrictions on the sale of flavored liquid nicotine products.

# Other Communities

	<b>Chicago</b>	<b>Evanston</b>	<b>Skokie</b>
<b>Adoption Date</b>	September 9, 2020	November 27, 2023	September 22, 2021
<b>Effective Date</b>	Enforcement began early 2021	April 1, 2024	October 22, 2021
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<b>Existing Business Impact</b>	Unknown		
<b>Menthol Flavored Vapes</b>	Not Exempt	Not Exempt	Exempt
<b>Penalties</b>	<p>Violators subject to a fine between \$1,000-\$5,000 per offense.</p> <p>Licenses may be revoked or not renewed after a single offense.</p>	<p>Violators subject to fines ranging from \$500 to \$2500 on first and second violations.</p> <p>Retailer is subject to license revocation when a third violation occurs within a 24-month period.</p>	<p>Citations may be issued, with fines of up to \$750 per day.</p> <p>For retailers with more than one violation, suspension or revocation of the tobacco license may be pursued.</p>

# Proposed Implementation

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- As presented, the Ordinance:
  1. Goes into effect 10 days after its adoption,
  2. Does not include any grandfathering provisions,
  3. Exempts menthol
- The Ordinance does not modify existing language about enforcement or penalties; therefore, all violations would be subject to a fine of up to \$2,500 and the Village Manager shall have the right, but not the obligation, to suspend or revoke a license upon any violation.
- The Police Department would continue with annual compliance checks as well as complaint-based inspections.

# Financial Impact

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- In Calendar Year 2024, Tobacco Vape Shops in Lincolnwood produced \$163,197 in sales tax revenue.
- For the eight months January through August 2025, the eight shops reported \$99,504 in sales tax revenue.

# Recommendation

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**Move to approve** an Ordinance amending provisions of Chapter 10 of the Municipal Code of Lincolnwood to impose restrictions on the sale of flavored liquid nicotine products.