



AGENDA

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025 at 7:00 PM

Village Board Room 740 Hillgrove Avenue, Western Springs, IL 60558

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Phil Nawrocki, Trustee

James Tyrrell, Trustee

4. Citizen Comments

5. Approval of Meeting Minutes

A. December 2, 2024 President and Board of Trustees meeting minutes.

B. December 16, 2024 President and Board of Trustees meeting minutes.

6. General Government Committee Report

A. Agreement for Consulting Services with MGT Impact Solutions, LLC

B. IRMA Alternate Delegate Resolution

C. DuPage Mayors and Managers Conference 2025 Legislative Action Program and Resolution (Item for Action - New Business)

7. Finance Committee Report

8. Planning and Zoning Committee Report

A. PC-2024-04 – A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court: Committee discussion and recommendation

B. 4300 Howard Avenue, First United Methodist Church, Hinsdale First United Methodist Church, Plat of Abrogation for a Public Sidewalk Easement and Dissolve a Conditional Use Permit: Committee review, discussion, and recommendation

C. Downtown Western Springs Market Assessment Update: Committee discussion and

recommendation

- D. Pending Land Use Application, PC-2024-02 – A Comprehensive Plan Amendment to the Long-Range Land Use Map, Conditional Use for a Planned Development, Variations, Lawn Avenue ROW Vacation, and Subdivision - 5600 Wolf Road, McNaughton Development, LLC: Status Report
- E. Timber Trails - 2025 Construction Observation Agreement with V3 Companies
- F. 5600 Wolf Road - Heritage Crossing Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2

9. Public Works & Water Committee Report

- A. Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange
- B. Surplus Declaration of Well #3 Motor
- C. Surplus Declaration of Water Meters from Well 3 and Well 4.
- D. Purchase of Water Meters and Accessories from Water Resources, Inc.
- E. Sewer Televising and Cleaning Services - National Power Rodding Contract Renewal
- F. Sidewalk Shaving Program - Murphy Construction Services, LLC Contract Renewal
- G. Brightly Asset Essentials - 3-Year Software Service Agreement (Item for Action - Old Business)

10. Properties & Recreation Committee Report

- A. Custodial Contract Renewal - Vega Building Maintenance, Inc.
- B. HVAC Maintenance Services - The YMI Group, Inc.
- C. Tree Trimming Services - Winkler Tree & Lawn Care
- D. Landscape Services - Beary Landscape Management, LLC.
- E. Tree Removal Services - Desiderio Landscaping & Tree Removal LLC Contract Renewal
- F. Recreation Update - 01.13.25
- G. Recreation Financial Overview

11. Public Health & Safety Committee Report

- A. Safe Routes to School Village-Wide Travel Plan RFQ and Agreement with Epstein
- B. Ambulance Purchase from Foster Coach Sales, Inc. through the Suburban Purchasing Cooperative (SPC)
- C. License Plate Reader Licensing Agreement with Lyons Township High School District 204 for 47th

Street Traffic

- D. License Plate Reader Licensing Agreement with Timber Trails Home Owners Association for Wolf Road Traffic

12. New Business

- A. Motion to Proclaim and Congratulate the Village of Riverside on their Sesquicentennial Anniversary.

Motion to accept the Proclamation.
Second to the Motion.
Roll call vote.

- B. DuPage Mayors and Managers Conference 2025 Legislative Action Program and Resolution

Motion to approve the Resolution.
Second to the Motion.
Roll call vote

- C. Motion to approve the December 2, 2024 and December 16, 2024 Board of Trustees meeting minutes as read.

Motion to approve the minutes.
Second to the Motion.
Roll call vote.

13. Old Business

- A. Resolution No. 24-2864
A resolution authorizing the approval and execution of a cloud services agreement between the Village of Western Springs and Brightly Software, Inc. for a Government Cloud-Based License, subscription and use of Asset Essentials Enterprise to allow the Village to operate its work order management, asset management, fleet and safety programs. (Contract Term 36 Months)

Motion to approve the Resolution.
Second to the Motion.
Roll call vote.

14. Reports

- A. Monthly Financial Report (Trustee Chen)
- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Jurusik

15. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, December 2, 2024

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

Board Members Present:

Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Philip Nawrocki
James Tyrrell

Michael T. Jurusik, Village Attorney
Ted Bodewes, Thomas Ford Municipal Library
Electronic Attendance: None

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
Daisy Chavez, Asst. to Village Manager
John Mastandona, Director of Finance
Sean Gilhooley, Director of Law Enforcement
Heather Valone, Director of Community Development
Aleks Briedis, Director of Recreation
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Brian Scott, Director of Fire & EMS

CALL TO ORDER

The meeting opened at 7:00 pm.

ROLL CALL

INTRODUCTION

Chief Scott introduced Fire Lieutenant Matt Villicana and discussed his impressive history and positive impact he has had on the Fire Department. Lieutenant Villicana's mother was present to take part in the tradition of the pinning of his badge.

PUBLIC HEARING CONCERNING THE 2024 VILLAGE PROPERTY TAX LEVY

Roll Call and Acknowledgement of Notice of Publication

Clerk Tymick confirmed that all Trustees were still present. Clerk Tymick also confirmed that the 2024 Village Property Tax Levy was published in Suburban Life on November 21, 2024.

2024 Property Tax Levy

President Rudolph introduced Director of Finance, John Mastandona to present the 2024 Village Property Tax Levy. Director Mastandona reported that the total proposed Village Property Tax Levy is \$10,871,003. This amount represents the Village of Western Springs levy request in the amount of \$8,867,538 and the Thomas Ford Memorial Library levy request in the amount of \$2,003,465. This is a total property tax increase for the Village and Thomas Ford Memorial Library of 1.49%. Director Mastandona presented additional information outlining how the funds from the proposed tax levy are divided. Director Mastandona further stated that three (3) additional ordinances are needed to be placed on the December 16, 2024 agenda along with the ordinance approving the 2024 property tax levy.

Trustee Chen made a motion to place the 2024 property tax levy items on the December 16, 2024 agenda for final action and approval. Trustee Lewis seconded the motion. Motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki and Tyrrell

Voting Nay: None.

Trustee Chen made a motion to close the hearing concerning the property tax levy. Trustee Lewis seconded the motion. Motion passed on a voice vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki and Tyrrell

Voting Nay: None.

PUBLIC HEARING CONCERNING THE 2025 OPERATING BUDGET

Roll Call and Acknowledgement of Notice of Publication

Clerk Tymick confirmed that all Trustees were still present. Clerk Tymick also confirmed that the 2025 Operating Budget was published in Suburban Life on November 21, 2024.

2025 Operating Budget

President Rudolph introduced Director of Finance, John Mastandona to present the 2025 Operating Budget. Director Mastandona reported that the Village has 17 funds that all serve a specific purpose. Director Mastandona reviewed the various revenue sources and the impact each source has on the overall budget. Director Mastandona discussed Village expenditures, both discretionary and non-discretionary. Director Mastandona also discussed the fund levels

of the General Fund, Capital Improvement Fund, the 2025 Motor Fuel Tax Program (MFT) along with the several water system and stormwater utility projects and the Police and Fire pension fund.

Director Mastandona introduced Ted Bodewes, Director of the Thomas Ford Memorial Library to present on behalf of the library. Director Bodewes discussed the 2025 budget for the library's operating fund, building maintenance fund, and the Illinois Municipal Retirement Fund (IMRF). Director Bodewes stated that library's total levy is \$2,015,155 which represents a 1.02% increase from last year's levy.

Trustee Chen made a motion to place the 2025 operating budget items on the December 16, 2024 agenda for final action and approval. Trustee Lewis seconded the motion. Motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki and Tyrrell

Voting Nay: None.

Trustee Chen made a motion to close the hearing concerning the property tax levy. Trustee Lewis seconded the motion. Motion passed on a voice vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki and Tyrrell

Voting Nay: None.

RETURN THE PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING

CITIZEN COMMENTS

None.

GENERAL GOVERNMENT COMMITTEE – TRUSTEE TYRRELL

LRS Refuse and Recycling Contract

Trustee Tyrrell discussed the proposed new agreement between the Village of Western Springs and LRS Refuse and Recycling for a five (5) year contract. Trustee Tyrrell highlighted a few changes to the existing agreement including changes to the "temporary suspension of services" language outlining the reduced monthly costs when a customer pauses service for an extended period of time. Trustee Tyrrell also discussed a 10% senior services rate discount for curb side services for residents 65 years of age and older for the 35-gallon cart. Also, for the 65-gallon and 95-gallon cart, individuals 65 years of age and older with an income level less than \$65,000 will receive the 10% discount.

Davanti Enoteca Class H Liquor License and Temporary Use Permit

Trustee Tyrrell discussed the approval of Davanti's request for an amended Class H liquor license and temporary use permit. Davanti is requesting to permanently increase their outdoor liquor café to an additional 38 seats in the parking lot and a ramp to comply with the Illinois Accessibility Code. Chris Bernal from Davanti also stated they stop seating the patio after 9:00

p.m. to help control the noise level, as well as not allowing staff to hang out in the parking lot after closing.

FINANCE COMMITTEE– TRUSTEE CHEN

Referendum to Issue General Obligations Bonds to Fund Infrastructure

Trustee Chen explained that the Village has historically used General Obligation (GO) bonds to fund infrastructure projects and it is necessary to continue infrastructure improvements if revenue sources remain consistent. Trustee Chen advised that the Finance Committee is recommending a \$45,000,000 General Obligation Bond be considered on the April 1, 2025 ballot. President Rudolph discussed some of what is included in infrastructure improvements both above ground, such as sidewalks and streetscapes and underground storm water and sanitary sewers. Director Supert shared information regarding the scope of projects that may be funded by the GO bonds. Manager Baer elaborated on how the Village Board will use information from Capital Plan to determine priority projects each year as part of the annual budget process.

Budget Amendments/Transfers

Trustee Chen discussed the Finance Committee recommendation for the transfer of excess reserve funds from the General Fund to the Capital Improvement Fund and the budget amendment needed for approval. Trustee Chen also discussed the Finance Committee recommendation for various budget transfers for the Municipal Service Department's various purchases, capital improvements and department operations for the fiscal year 2024.

South TIF Expenditure – Hawthorn 45, LLC

Trustee Chen stated that the Finance Committee is recommending approval of the second disbursement to Hawthorn 45, LLC for the increment received from the 2023 Levy in the amount of \$145,295.23.

PLANNING AND ZONING COMMITTEE – TRUSTEE NAWROCKI

No report.

PUBLIC WORKS AND WATER COMMITTEE – TRUSTEE FINK

Phase I and II - Lead Service Line Replacements

Trustee Fink indicated that the Public Works and Water Committee discussed and recommends two amendments to the Professional Services Agreement with HR Green for design engineering services to account for an increase in costs of the project in the amount of \$10,656.00 and to amend the language of the contract to comply with IEPA regulations.

Trustee Fink indicated that the Public Works and Water Committee also discussed and recommends HR Green for Phase II design and bidding services not to exceed \$69,083.00.

Trustee Fink also stated that Public Works and Water Committee also discussed and recommends HR Green for the Phase III construction engineering services not to exceed \$77,220.00.

Water Treatment Plant Televising

Trustee Fink stated the Public Works and Water Committee is recommending a professional services agreement with HR Green not to exceed \$18,489.50 for the televising of 100 feet of piping in Well #5 with the goal of relining it next year and getting Well #5 on the reverse osmosis system.

Robinson Engineering Proposal

Trustee Fink reported the Robinson Engineering proposal for professional engineering services not to exceed \$63,950 to continue to complete the televising and cleaning of the sewer lines in Springdale and Ridgewood, train staff how to analyze the data that comes in, to assist in mandatory reporting to MWRD, and complete 10 point repairs of the sewer lines.

Morton Salt Purchasing Program

Trustee Fink indicated that the Public Works and Water Committee is recommending to ratify the unit price of \$64.53 for 90 tons of Morton Salt as part of the participation of the Village in the State of Illinois joint purchasing program for road salt.

PROPERTIES AND RECREATION COMMITTEE – TRUSTEE AVAKIAN

Trustee Avakian indicated the Properties and Recreation Committee recommends a motion to reject proposals received in response to a request for bids regarding the upgrade and replacement of the HVAC controls within the Village Hall. This project will be reviewed and rebid if needed.

PUBLIC HEALTH AND SAFETY COMMITTEE – TRUSTEE LEWIS

No report.

OLD BUSINESS

Attorney Jurusik indicated that there is an ordinance on tonight's omnibus amending the legal description for the right-of-way sale to Ray Swapa as requested by Ray Swapa's title company.

EXPLANATION OF OMNIBUS VOTING PROCEDURE

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

There were no changes to the omnibus vote list.

CONSIDERATION OF AN OMNIBUS VOTE:

Trustee Tyrrell moved that the ordinances, resolutions and motions as contained on the meeting agenda for December 2, 2024, be adopted and/or approved under an omnibus vote. Trustee Tyrrell read the omnibus in its entirety and motioned it be approved.

Trustee Nawrocki seconded the motion. The motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell and President Rudolph

Voting Nay: None

REPORTS

PRESIDENT RUDOLPH

President Rudolph expressed her appreciation to the Public Works staff for all of the terrific work they have done on the holiday decorations.

MANAGER BAER

Manager Baer reported that this is the final week of leaf collection and daily updates are posted on the Village website. She also reported that LRS will come out for a street sweeping once the leaf collection is completed.

Manager Baer also mentioned that the downtown market assessment community survey is now available on the Village website and residents are invited to provide their thoughts on the downtown in Western Springs. The survey will be available until December 20, 2024.

VILLAGE STAFF ATTORNEY JURUSIK

No report.

Trustee Tyrrell made a motion to adjourn the Regular Meeting. Trustee Nawrocki seconded this motion. The motion passed on a voice vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, and Tyrrell.

Voting Nay: None

ADJOURN

The Regular Meeting adjourned at 8:22 pm.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, December 16, 2024

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

Board Members Present:

Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Philip Nawrocki
James Tyrrell

Michael T. Jurusik, Village Attorney

Electronic Attendance: None

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
Daisy Chavez, Asst. to Village Manager
John Mastandona, Director of Finance
Sean Gilhooley, Director of Law Enforcement
Heather Valone, Director of Community Development
Aleks Briedis, Director of Recreation
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Brian Scott, Director of Fire & EMS
Jill Izzo, Deputy Village Clerk

CALL TO ORDER

The meeting opened at 7:00 pm.

ROLL CALL

CITIZEN COMMENTS

None.

APPROVAL OF THE MINUTES

President Rudolph stated that the November 11, 2024 Board of Trustee meeting minutes will be

on tonight's omnibus for approval.

GENERAL GOVERNMENT COMMITTEE – TRUSTEE TYRRELL

Trustee Tyrrell stated that the previously discussed request from Davanti for an amended Class H liquor license and temporary use permit and the LRS Refuse and Recycling five (5) year contract are both on tonight's omnibus for approval.

FINANCE COMMITTEE– TRUSTEE CHEN

Trustee Chen stated that the previously discussed referendum to issue General Obligation (GO) bonds to fund infrastructure projects, the 2024 Property Tax Levy and 2025 Budget are included on tonight's omnibus for approval.

PLANNING AND ZONING COMMITTEE – TRUSTEE NAWROCKI

No report.

PUBLIC WORKS AND WATER COMMITTEE – TRUSTEE FINK

Trustee Fink stated that the previously discussed lead service replacement project items are on tonight's omnibus for approval.

PROPERTIES AND RECREATION COMMITTEE – TRUSTEE AVAKIAN

No report.

PUBLIC HEALTH AND SAFETY COMMITTEE – TRUSTEE LEWIS

No report.

EXPLANATION OF OMNIBUS VOTING PROCEDURE

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

There were no changes to the omnibus vote list.

CONSIDERATION OF AN OMNIBUS VOTE:

Trustee Tyrrell moved that the ordinances, resolutions and motions as contained on the meeting agenda for December 16, 2024, be adopted and/or approved under an omnibus vote. Trustee Tyrrell read the omnibus in its entirety and motioned it be approved.

Trustee Nawrocki seconded the motion.

The motion passed on a roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, Tyrrell and President Rudolph

Voting Nay: None

REPORTS

FINANCE REPORT (Trustee Chen)

Trustee Chen presented highlights from the financial reports for October and November 2024.

Trustee Chen moved to accept the October and November 2024 financial reports as presented,

Trustee Nawrocki seconded the motion.

The motion passed on roll call vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki and Tyrrell

Voting Nay: None

PRESIDENT RUDOLPH

No report.

MANAGER BAER

No report.

VILLAGE STAFF ATTORNEY JURUSIK

No report.

Trustee Tyrrell made a motion to adjourn the Regular Meeting.

Trustee Nawrocki seconded this motion.

The motion passed on a voice vote.

Voting Aye: Trustees Avakian, Chen, Fink, Lewis, Nawrocki, and Tyrrell.

Voting Nay: None

ADJOURN

The Regular Meeting adjourned at 7:12 p.m.

Respectfully submitted,

Jill Izzo
Deputy Village Clerk

DRAFT



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager

RE: Agreement for Consulting Services with MGT Impact Solutions, LLC

Recommendation

The General Government Committee reviewed this item at their meeting on January 9, 2025 and recommended the approval of the attached contract with MGT Impact Solutions LLC. for the use of human resources consulting services.

Summary

Attached for consideration is an extension of contract services with MGT Impact Solutions LLC., formally known as GovTemps USA, for the use of Human Resources Project Manager services with Stephana Przybylski. The Village has utilized this consulting service since 2022 for assistance with recruitment, employee training, and special projects. Staff recommends the contract be approved for 2024/2025. Staff may also bring additional amendments to the contract for additional special project assistance in the Department of Finance and Department of Recreation.

Financial Impact

The annual average cost for these services varies based on need but has averaged between \$10,000 - \$15,000, per year. This item was budgeted for FY2025.

Recommended Motion

I move to approve the contract with MGT Impact Solutions LLC.

Strategic Plan Alignment

- Organizational Development

File Attachments

1. DRAFT MGT Contract for 2025



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Western Springs** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to

their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. The Client will pay MGT fees for the services provided under this Agreement as fully identified in Exhibit A, as amended.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s) and agrees to respond to or defend against any such losses. The Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance

of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his/her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County. Venue and jurisdiction for any action under this Agreement is Cook County. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.



SECTION 10 NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue
Western Springs, Illinois 60588
Attn: Ellen Baer
708-927-7211 - ebaer@wsprings.com

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: January 6, 2025

CLIENT

By _____
Name: _____
Title: _____



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Stephana Przybylski

POSITION/ASSIGNMENT: HR Project Manager

TERM OF POSITION: January 6, 2025 – January 2, 2026

BASE COMPENSATION: \$105.85/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average no more than 10 hours/week. Work hours performed for the week should be reported to MGT on the Monday following the prior work week.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 6.B.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager

RE: IRMA Alternate Delegate Resolution

Recommendation

The General Government Committee reviewed this item at their meeting on January 9, 2025 and recommended the approval of the attached resolution to identify Jill Izzo as the Alternate Delegate for IRMA.

Summary

The Intergovernmental Risk Management Agency (IRMA) requires that municipalities appoint a delegate and alternate delegate to represent their communities. The delegates represent the Village as members of the IRMA Board of Directors and act as the risk management contacts.

The attached draft resolution states that Casey Biernacki, Deputy Village Manager remain as the IRMA delegate and Jill Izzo, Deputy Village Clerk, be appointed as the alternate delegate.

Financial Impact

None.

Recommended Motion

I move to approve Jill Izzo as the IRMA Alternate Delegate.

Strategic Plan Alignment

- Organizational Development
- Financial Stability

File Attachments

1. DRAFT IRMA Alternate and Delegate Resolution

RESOLUTION NO. _____

**A RESOLUTION APPOINTING
A DELEGATE AND ALTERNATE DELEGATE
TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA)**

WHEREAS, the Village of Western Springs is a member of the Intergovernmental Risk Management Agency (IRMA); and

WHEREAS, the Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to represent the Village of Western Springs on the Board of Directors of said Intergovernmental Agency;

BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1. Casey Biernacki, Deputy Village Manager, of the Village of Western Springs, is hereby appointed as delegate to represent the Village of Western Springs on the Board of Directors of said Intergovernmental Risk Management Agency.

Section 2. Jill Izzo, Deputy Village Clerk of the Village of Western Springs, is hereby selected as the alternative representative to serve if Casey Biernacki is unable to carry out his aforesaid duties as the representative of the Village of Western Springs to said Intergovernmental Risk Management Agency.

PASSED by the Board of Trustees of the Village of Western Springs, Illinois, this 27th day of January 2024.

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 27th day of January, 2024.

Heidi Rudolph, Acting Village President

ATTEST:

Ed Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 6.C.

To: Board of Trustees

From: Ellen Baer, Village Manager

CC: Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

RE: DuPage Mayors and Managers Conference 2025 Legislative Action Program and Resolution
(Item for Action - New Business)

Recommendation

The General Government Committee reviewed this item at their meeting on January 9, 2025 and recommended the approval the 2025 DuPage Mayors and Managers Legislative Action Program.

Summary

The Village of Western Springs is an Associate member of the DuPage Mayors and Manager Conference (DMMC) while still maintaining full membership in the West Central Municipal Conference (WCMC). Each year the councils of government prepare legislative priorities to guide lobbying efforts and communication with the legislators representing our area. Members of the DuPage Mayors and Managers Conference were asked to consider a Village Board approved Resolution endorsing the 2025 Legislative Program. The 2025 Legislative Program is attached and the DMMC Legislative Dinner will be held on January 15, 2025.

The WCMC will be finalizing the Conference legislative priorities in the coming weeks in anticipation of the Legislative Breakfast held on February 8, 2025.

Financial Impact

Legislative action has direct impact on current and future revenue and expenditures of local governments.

Recommended Motion

I move to approve the 2025 Legislative Program as presented by the DuPage Mayors and Managers Conference.

Strategic Plan Alignment

File Attachments

1. 2025 LAP_Final
2. Resolution to Support DMMC 2025 LAP



DuPage Mayors and Managers Conference

an association of municipalities representing 1,000,000 people

2025 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

Municipal Revenues and Unfunded Mandates

Per-capita funding through the Local Government Distributive Fund (LGDF) benefits all municipalities, supporting community services such as infrastructure, social services, public safety pensions, and unfunded mandates such as lead service line replacement. LGDF allows local officials to invest locally generated revenue where it is needed most without raising taxes.

Unfunded mandates preempt local control and divert revenue from essential programs and services our communities rely upon.

Sustainable Public Pension Systems

Municipalities take pride in generously compensating our heroic first responders and dedicated employees for their service to the community. "Safe Harbor" for municipal police and firefighters was fully addressed in 2019, and taxpayers are beginning to see the benefits of Tier 2 and the consolidation of downstate public safety pension funds.

Public pensions, and the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police, fire, and IMRF.

Freedom of Information Act and Open Meetings Act

Common sense changes to the Freedom of Information Act, such as adopting the federal definition of commercial requests & requiring a conviction for the public release of body camera arrest footage to protect citizens' privacy, will preserve transparency & mitigate the abuse of FOIA for entertainment & profit.

Open Meetings Act changes to allow remote meetings of committees and advisory boards that refer final action to another decision-making body will increase efficiency, transparency, and public participation.

Transportation and Infrastructure

Investments in local infrastructure and a robust, reliable, and affordable public transit system are critical for the prosperity of our region. Legislation to reform public transportation must prioritize consensus-driven governance, local control, equitable service levels across the region, and a sustainable funding model.

Municipal representation in transit governance must be preserved and strengthened to align regional decision-making with the needs of our communities.

DRAFT 01.13.2025

RESOLUTION NO. 25-

VOTE:

AYES: _____

NAYS: _____

DATE: January 13, 2025

OTHER: None.

**A RESOLUTION TO SUPPORT THE LEGISLATIVE
ACTION PROGRAM OF THE DUPAGE MAYORS
AND MANAGERS CONFERENCE
FOR THE 2025 LEGISLATIVE SESSION**

WHEREAS, the Village of Western Springs is an Associate member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to further protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, on November 20, 2024 the DuPage Mayors and Managers Conference Membership voted unanimously to adopt its 2025 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Western Springs, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Western Springs regarding legislative positions that may be presented in official capacity in the General Assembly or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED, that the Village of Western Springs hereby supports the DuPage Mayors and Managers Conference 2025 Legislative Action Program which includes the following listed legislative priorities:

1. Municipal Revenues and Unfunded Mandates
2. Sustainable Public Pension Systems
3. Freedom of Information Act and Open Meetings Act
4. Transportation and Infrastructure

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Western Springs, to the Office of the Governor, and to all department heads in the Village of Western Springs.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Kelsey Fawell, Senior Planner

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Heather Valone, Director of Community Development

RE: PC-2024-04 – A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court: Committee discussion and recommendation

Recommendation

The Plan Commission reviewed this item at their meeting on December 10, 2024 and recommended the approval of the Comprehensive Plan Amendment to the Long-Range Land Use Map and an amendment to the Village Zoning Map.

Summary

Tom Ear and Kelly Moran are the property owners and applicants for the property located at 917 Lawn Court. The property addressed as 917 Lawn Court is comprised of two parcels, both of which are currently vacant. Parcel 1 is located directly on Lawn Court with a property identification number ("PIN") of 18-18-201-091-0000. Parcel 2 is located directly south of Parcel 1 and has a PIN of 18-18-201-092-0000, shown in Figure 1 below. The applicants are requesting an amendment to the Village's zoning map to rezone the Parcel 2 (the "Subject Property") from its current zoning of R4 – Multiple-Family Residence District ("R4" or "R4 District") to A – Single-Family Residence District ("A District"). The Applicants are seeking the aforementioned request in order to construct a single-family home on the 917 Lawn Court property, which is currently prohibited due to the current R4 zoning of the Subject Property. Per the Village's Development Control Ordinance ("DCO"), single-family houses are not permitted within the R4 District.

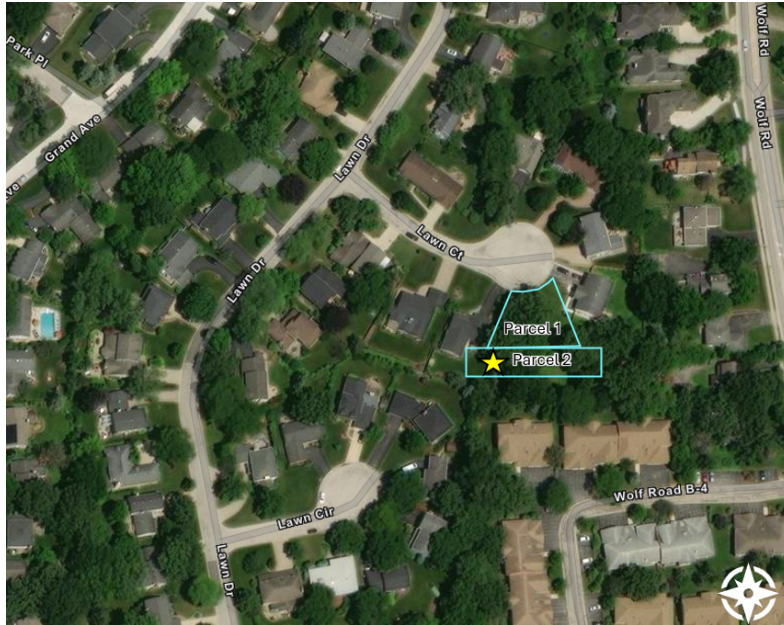


Figure 1: The Subject Property, labeled as Parcel 2 and with a star, is immediately south of Parcel 1 outlined in blue.

The application was heard by the Plan Commission at their December 10, 2024 public hearing. There was only one interested member of the public who spoke in support of the requests. After discussion, the Plan Commission unanimously voted to recommend approval of the application and the draft recommendation document. The application was then reviewed by the Planning & Zoning Committee at their January 9, 2025 meeting, and recommended the application be advanced. Attachment 1 contains the staff memorandum brought before the Plan Commission. Attachment 2 contains the recommendation from the Plan Commission. Attachments 3 and 4 contain the draft ordinances.

Attachments

1. Plan Commission Memorandum - re: PC-2024-04 – A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court, dated 12/06/2024 (*Attachment 3 is omitted, but available on the Village's website*)
2. Plan Commission Recommendation No. 24-04 - Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment, for the Construction, Operation, and Maintenance of a Single Family House at the 917 Lawn Court Property (*attachments omitted*)
3. Draft Ordinance – An Ordinance Approving and Adopting an Updated Long Range Land Use Map to the Western Springs Official Comprehensive Land Use Plan for Purposes of Reclassifying the Zoning Designation of the 917 Lawn Court Property, Western Springs,

Illinois from the R4 – Multiple-Family Residence District to the A – Single-Family Residence District to Allow for the Construction, Operation, and Maintenance of a Single-Family House

4. Draft Ordinance – An Ordinance Approving a Map Amendment to Rezone the 917 Lawn Court Property from the R4 – Multiple-Family Residence to the A – Single-Family Residence District

Financial Impact

None

Recommended Motion

I move to approve the Comprehensive Plan Amendment to the Long-Range Land Use Map and an amendment to the Village Zoning Map.

Strategic Plan Alignment

Economic Development

File Attachments

1. Plan Commission Memorandum re: PC-2024-04
2. Plan Commission Recommendation No. 24-04
3. Draft Ordinance
4. Draft Ordinance



Plan Commission Memorandum

12/06/2024

To: Plan Commission

From: Kelsey Fawell, Senior Planner
Heather Valone, AICP, Director of Community Development

CC: Ellen Baer, Village Manager
Mike Jurusik, Village Attorney
Anne Skrodzki, Village Attorney

RE: PC-2024-04 - A Comprehensive Plan Amendment to the Long-Range Land Use Map and an Amendment to the Village Zoning Map at 917 Lawn Court

Application Description

Tom Ear and Kelly Moran ("the Applicants") are the property owners of 917 Lawn Court. The property addressed 917 Lawn Court comprises two parcels both of which are currently vacant (Figure 1). Parcel 1 is located directly on Lawn Court with a property identification number ("PIN") of 18-18-201-091-0000. Parcel 2 is located directly south of Parcel 1 and has a PIN of 18-18-201-092-0000. The Applicants are requesting an amendment to the

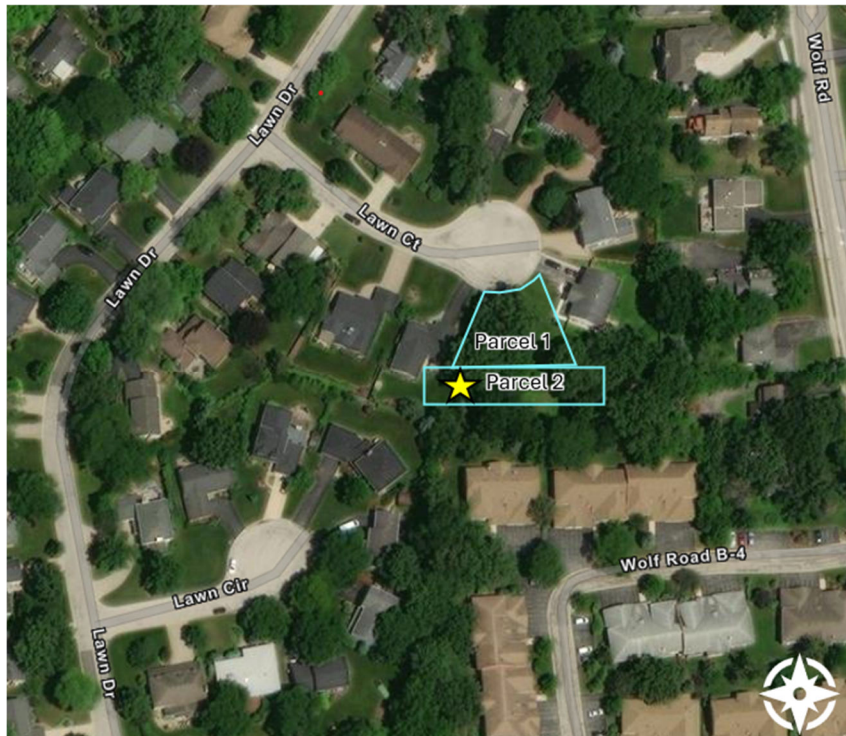


Figure 1: The Subject Property, labeled as Parcel 2 and with a star in the above figure, is immediately south of parcel 1 outlined in blue.

Village's zoning map to rezone the Parcel 2 (the "Subject Property") from its current zoning of R4 Multi-Family Residential District.

Residence ("R4" of "R4 District") to A Single-Family Residence ("A District"). The Applicants intend to develop both parcels for a single family residence. Single family dwellings are not a permitted use in the R4 District. The requested rezoning is needed to develop the parcels for a single family house.

The Village's Development Control Ordinance ("DCO") allows for more than one parcel to be developed for a single use as a zoning lot. However, as the zoning of the subject Property does not allow for single family dwellings as of right, the Applicant must obtain a rezoning to develop both properties as a single lot.

Existing Conditions, Zoning and Comprehensive Land Use Plan (CLUP)

The Subject Property is a land-locked, vacant piece of land approximately 13,718 square feet in area. The parcel is located off of Lawn Court adjacent to the Ridgewood Subdivision, and is immediately north of the Ridgewood Oaks Townhomes and single-family homes along Wolf Road (east). To the west, the property abuts single-family homes within the Ridgewood Subdivision. Figure 2 below, the Subject Property (orange with white hatching) abuts Parcel 1. Parcel 1 is currently the only parcel on the Lawn Court cul-de-sac that has not been developed with a single-family home. Together, these two parcels are commonly referred to as 917 Lawn Court, and have historically been under common ownership. The Applicants currently own both parcels, which are both outlined in blue below, and intend to construct a single-family home on the property.



Figure 2: The Subject Property can be seen above, identified by the star. The surrounding properties zoned A District and R4.

Prior to the Applicants purchasing the property, the previous owner had resubdivided the property in 2005 when exchanging land with the neighboring property to the west in order to develop the property with a single family residence. The resubdivision was approved via Ordinance No. 05-2346 (Attachment 2). The plat was recorded, however, the previous owner never constructed a house on the property.

The Subject Property is zoned R4, indicated by the orange color in Figure 2 above. The properties to the south, Ridgewood Oaks Townhomes, are also zoned R4. The single-family homes to the east and west, as well as the vacant parcel immediately to the north of the Subject Property, are zoned A Single-Family Residence (all within Ridgewood Subdivision). The Village's 2003 CLUP designates the Subject Property as Multiple Family (9-18 dwelling unit per acre) This long range land use designation is characterized as an existing residential areas consisting of low-rise (two to three story) apartment or condominium buildings with shared stairwells and common parking areas, varying from four to twenty-four units per structure.

Subject Property History

The Subject Property was annexed into the Village in the mid-1960s. The 1977 Zoning Map was located (Figure 3) which reflects the current zoning of the Subject Property, being zoned R-4 Residential. The Subject Property has maintained its multi-family zoning to present day.



Figure 3: A snippet of the 1977 Village Zoning Map identifying the Subject Property, outlined in blue, as R4 Multi-Family Residential District.

Approval Standards

The requests that comprise the Application are required to comply with standards with the Village's DCO. Each type of request and its accompanying standards are detailed below.

A. Comprehensive Plan Amendment to the Long-Range Land Use Map Standards

Goals and objectives set forth in Section (10-1-2: PURPOSE AND INTENT) of the DCO:

- a. To promote the orderly and beneficial development of the Village of Western Springs in accordance with the village's official land use plan.**
- b. To promote the public health, safety, morals, comfort and general welfare of the citizens of the Village of Western Springs.**
- c. To protect the character and stability of residential, business and industrial areas.**
- d. To provide for orderly growth and development; to afford adequate facilities for the safe, convenient, and efficient means for the traffic circulation of its population; and to safeguard the public against flood damage.**
- e. To provide adequate light, air, privacy and convenience of access to Subject Property.**
- f. To divide the Village of Western Springs into districts of such number, shape, area and of such different classes, according to the use of land and buildings and the intensity of such use, as may be deemed best suited to carry out the purposes of this ordinance.**
- g. To prohibit locations and uses of buildings or structures and uses of land that are incompatible with the type of development planned for specified zoning districts in the Village of Western Springs.**
- h. To regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, and other uses, and to regulate and restrict the intensity of such uses.**
- i. To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the necessary public grounds for schools, parks, playgrounds, and other public open spaces.**
- j. To prevent additions to and alterations or remodeling to existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed hereunder.**

- k. To protect against fire, explosions, noxious fumes and other dangers.**
- l. To fix reasonable standards to which buildings and structures shall conform.**
- m. To provide for the gradual elimination of those uses that would not now be permitted in the districts in which they are located and are adversely affecting the orderly and beneficial development of the Village of Western Springs.**
- n. To define and limit the powers and duties of administrative officers and bodies as provided herein.**
- o. To prescribe penalties for the violation of and methods for the enforcement of the provisions of this ordinance or any amendment thereto.**

The Subject Property is zoned R4 and is designated Multiple-Family per the Village’s future land use map. The Subject Property abuts single-family homes to the east and west, and a vacant parcel to the north that is zoned for single-family residential. To the south, the Subject Property abuts the Ridgewood Oaks townhomes, which are zoned for multiple-family residential.

The Subject Property is currently underutilized, having been vacant since its annexation into the Village in the 1960s. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment. The Comprehensive Plan Amendment would allow for continuation of single-family residential redevelopment, one that is a part of the Lawn Court cul-de-sac to the north within the Ridgewood Subdivision.

B. Map Amendment Standards

The Plan Commission considered each of the seven (7) standards set forth in Title 10 (Development Control Ordinance (DCO)); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12(F)(1) (Map Amendments) of the Municipal Code and found as follows:

- a. Existing uses of property within the general area of the Subject Property in question.**

	Property Use	Zoning Designation
Subject Property	Vacant	R4 Multi-Family Residence
North	Vacant	A Single-Family Residence
East	Single-Family House	A Single-Family Residence
South	Townhomes	R4 Multi-Family Residence
West	Single-Family House	A Single-Family Residence

b. The zoning classification of Subject Property within the general area of the Subject Property in question.

Within the general area of the Subject Property, the prominent zoning classification is the A District, aside from the R4 District townhome parcels to the south. To the very east of the Subject Property, across Wolf Road are single-family homes located within Unincorporated Cook County.

c. The suitability of the property in question to the uses permitted under the existing zoning classification.

The Subject Property has remained vacant since its annexation into the Village in the 1960s, and has been zoned multi-family since annexation. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment.

d. The trend of development, if any, in the general area of the Subject Property in question, including changes if any, which have taken place in its present zoning classification.

The recent trend of development in the general area of the Subject Property has remained the same for decades and includes renovations, additions, and tear down and new construction of single-family residences. The surrounding Ridgewood neighborhood was subdivided prior to its annexation in the 1960s. The multi-family townhomes to the south (Ridgewood Oaks) were developed in the 1970's.

e. The suitability of the property in question for permitted uses listed in the proposed zoning classification.

The Subject Property was resubdivided in 2005 with the intent of the site being developed with a single family house. The properties to the north, west, and east are developed with single family houses. The property to the south is developed as a multi-family townhome subdivision. However, the design of the Ridgewood Oaks townhomes would not allow for incorporation of the Subject Property without the removal of one or more townhomes to provide access to the site.

f. The compatibility of the surrounding Subject Property with the permitted uses listed in the proposed zoning classification.

The surrounding properties all have either A - Single-Family District or R4 District residential zoning.

g. The objectives of the current comprehensive plan for the Village and the impact of the proposed amendment on the said objectives.

The objectives of the current Comprehensive Plan for the Village will be met by the potential granting of the map amendment, and it will not have a negative impact on the objectives. Please see responses within Section A 'Comprehensive Plan Amendment to the Long-Range Land Use Map Standards' for additional information pertaining to official goals and objectives of the Comprehensive Plan. Development of the Subject Property, as proposed by the Applicant, will result in the elimination of an aging and underutilized office building.

Public Comment

No public comment has been submitted to the Village as of the publishing of this memo.

Conclusion

The Applicants are proposing to develop both the Subject Property and Parcel 1 for a single family house. The current ownership and configuration of the surrounding developed properties would not allow for reasonable development under the current R4 District classification. Additionally, the Village Board approved the resubdivision of the Subject Property and Parcel 1 under the assumption that the area would be redeveloped as a single family house.

The Plan Commission has a number of options in recommending approval or denial of the requested comprehensive plan amendment to the long-range land use map and map amendment:

1. Approval as presented for substantial conformity with the provisions of the DCO.
2. Approval as above with modifications to be accepted by the Applicant.
3. Denial of the plans as presented for failure to be in substantial conformity with the DCO.

Staff is recommending approval of the application. Upon review of the application, should the Plan Commission determine that the standards for comprehensive plan amendments to the long-range land use map and, map amendments a motion to recommend the application to the Village Board can be made.,

Attachment 3 contains a draft recommendation to facilitate the discussion.

Attachments

1. Applicant submittal package
2. Ordinance 05-2346 An Ordinance Granting Preliminary and Final Approval of a Two Lot Minor Resubdivision and Approval of a Final Plat of Resubdivision and a Plat of Abrogation of a Public Utility and Drainage Easement for the 911 and 919 Lawn

Court Properties (Albert, Florence and John Hagedorn and Stanko and Margita Vladisavljevic)

3. Draft: Plan Commission Recommendation No. 24-04 Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment, for the Construction, Operation, and Maintenance of a Single Family House at the 917 Lawn Court Property

GENERAL INFORMATION APPLICATION

For Land Use and Development in the Village

Applicant(s)

Name Tom Ear & Kelly Moran

Address 1420 W 54th St

La Grange Highlands, IL 60525

Telephone (224) 715 - 9050

Telephone (630) 234-2834

Fax (____) _____ - _____

E-mail tomtear@gmail.com/morankn11@gmail.com E-mail tomtear@gmail.com/morankn11@gmail.com

Property Owner(s)

Name Tom Ear & Kelly Moran

Address 1420 W 54th St

La Grange Highlands, IL 60525

Telephone (224) 715 - 9050

Telephone (630) 234 - 2834

Fax (____) _____ - _____

E-mail tomtear@gmail.com/morankn11@gmail.com

Agent/Attorney

Name _____

Address _____

Telephone (____) _____-_____

Telephone (____) _____-_____

Fax (____) _____ - _____

Engineer

Name _____

Address _____

Telephone (____) _____-_____

Telephone (____) _____ - _____

Fax (____) _____ - _____

If the property is in a trust, provide name, address and number of trust. Also provide name, address and percentage ownership of trust beneficiaries.

I hereby make application for the following (check as appropriate).

Annexation

Subdivision _____

Planned Development _____

Variation(s) _____

Other (Temporary Use, etc.) _____

Map Amendment X

Resubdivision

Conditional Use _____

Outdoor dining _____

Appeal _____

Briefly describe your request (or attach a cover letter/narrative):

We just recently purchased lot 18-18-201-091-0000 We are looking to have pin 18-18-201-092-0000 rezoned to be from R4 to a single family zoning.

GENERAL INFORMATION APPLICATION (continued)

1. Common address or location of subject property:

917 Lawn Court, Western Springs, IL 60558

2. Legal Description (Attach additional sheet if necessary):

See attached Plat of Survey

3. Permanent Index Number: 18-18-201-092-0000

4. Parcel Size (sq. ft. or acres): 13,718 square feet

5. Applicant is (check one):

☒ Property Owner ☐ Attorney ☐ Contract Purchaser * ☐ Agent ☐ Other (specify)

* Provide one copy of the executed sales contract or written permission from the current owner to petition the Village

6. What are the current land uses and zoning on and around the site?

	<u>Current Zoning</u>	<u>Land Uses</u>
On Site	A (PIN #18-18-201-091-0000) / R4 (PIN #18-18-201-092-0000)	
North of Site	A	Single Family Home
South of Site	R4	Townhomes
East of Site	A	Single Family Home
West of Site	A	Single Family Home

7. Describe any existing structures and the site

Shed on the southeast site of PIN #18-18-201-092-0000, the rest of the lot is currently vacant

I hereby certify that all information contained in this application and accompanying documentation is true and correct to the best of my knowledge.

Date 10/10/24

Signature

(Applicant or Contract Purchaser)

Date 10/10/24

Signature

(Property Owner)

APPLICATION FOR MAP AMENDMENT

To: Heather Valone
Director of Community Development
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

By Tom Ear & Kelly Moran

Date: 10/2/24

Summary:

We are requesting the Village of Western Springs to rezone PIN # 18-18-201-092-0000 and the current zoning designation of R4 to single family residence. The reason we are requesting this rezoning is because we recently purchased PIN #18-18-201-092-0000 and PIN #18-18-201-091-0000 that is currently zoned for single family residence. We intend on building a single-family residence on PIN #'s 18-18-201-091-0000 and 18-18-201-092-0000 that we closed on 9/30/24. The rezoning of PIN # 18-18-201-092-0000 would allow us to build a single-family residence that would fit the compatibility of the Ridgewood neighborhood. The development of PIN #18-18-201-092-0000 would fit in with the surrounding homes in the neighborhood as this is currently the only vacant lot in the neighborhood. The construction of a new single-family residence would help complete the cul-de-sac as the final residence as the rest of the lots in the cul-de-sac are currently occupied with single-family residences. PIN #18-18-201-092-0000 is land locked and can only be accessed by PIN #18-18-201-091-0000 on Lawn Ct. in the cul-de-sac. PIN #18-18-201-092-0000 has townhomes to the south of the site but is surrounded by single-family residences to the east and west and PIN #18-18-201-091-0000 to the south of PIN #18-18-201-092-0000. The current zoning of PIN #18-18-201-092-0000 is R4, but the lot would not be suited for R4 to be built on the site as there is a fence south of PIN #18-18-201-092-0000 between the lot and the townhomes to the south of the site and PIN #18-18-201-092-0000 is surrounded without an entrance or exit without creating a roadway between the townhomes and PIN #18-18-201-092-0000. A new construction single-family residence would likely increase the values of the surrounding homes and in the neighborhood as it would complete the cul-de-sac with a brand-new home in lieu of a vacant lot. We are requesting the consideration of the Village of Western Springs for our application to rezone PIN #18-18-201-092-0000 to single-family residence from R4.

Subject Property Address:

917 Lawn Ct.
Western Springs, IL 60558

Legal Description:

P.I.N.(s): 18-18-201-092-0000

Lot Size: 13,718 square feet

Current Zoning District: R4

Proposed New Zoning District

("Map Amendment"): Single Family Residence

I. INTRODUCTION

We are requesting to rezone PIN #18-18-201-092-0000 from R4 to Single Family Zoning

III. MAP AMENDMENT STANDARDS

Pursuant to Section 10-3-12(F)(1) (Map Amendments) of the DCO, the Applicant must provide the information relative to each of the Standards that are to be used by the Plan Commission and the Village Board to evaluate the suitability of a map amendment. In response to each of the Standards, the Village states as follows:

- a. **Existing uses of property within the general area of the property in question.**
The current existing uses of the property within the general area of the property are currently single-family homes to the north, east and west of the site. There are townhomes that are south of the current area. There are commercial offices nearby, a strip mall off of Wolf Road along with a gas station on the corner of Wolf Road and 55th Street. Ridgewood Park is also in walking distance from the current property in question. The remaining lots in the Ridgewood neighborhood are classified for single-family residences. The Ridgewood neighborhood consists of single-family homes and we are looking to rezone from R4 to single-family zoning to align with the rest of the neighborhood.
- b. **The zoning classification of property within the general area of the property in question.**
The current zoning classification of the property within the general area of the property in question is currently single-family residence. The rest of the Ridgewood neighborhood is zoned as single-family residence. All of the properties in the cul-de-sac are zoned as single-family residence. The townhomes to the south of the lot are not incorporated into the neighborhood and is only accessible through Wolf Road to Ridgewood Oaks Drive.
- c. **The suitability of the property in question to the uses permitted under the existing zoning classification.**
The suitability of PIN #18-18-201-092-0000 under the current zoning classification allows for R4 multi-family residence but the lot is currently a vacant lot. The current zoning of R4

limits the lot from being constructed upon as it is not compatible with the zoning of the rest of the Ridgewood neighborhood. PIN #18-18-201-092-0000 which is zoned for R4 is enclosed by PIN #18-18-201-093-0000 directly to the east which is zoned for single-family residence. The current zoning of R4 for PIN #18-18-201-092-0000 clashes with the character and zoning of the surrounding area which is predominately single-family residences. This mismatch of zoning can negatively affect the property values in the neighborhood with a vacant lot. Under the current zoning of R4, the infrastructure is inadequate for the current zoning and would hinder the property's sustainability under the current zoning. There is a high demand for single-family residences in the area and the R4 zoning is not aligned with the rest of the neighborhood and could make the surrounding homes harder to sell. Rezoning PIN #18-18-201-092-0000 from R4 to single-family residence and allowing for the construction of a single-family residence would align the property with the surrounding area. The current PIN is not suitable for multi-family housing as the lot size is too small and is currently land locked by PIN #18-18-201-091-0000.

d. **The suitability of the property in question for permitted uses listed in the proposed zoning classification.**

The suitability of the property to the proposed single-family residence zoning classification would align with the existing character of the neighborhood. The neighborhood comprises of single-family residences and would create a more cohesive community aesthetic and enhance property values. PIN #18-18-201-092-0000 combined with PIN #18-18-201-091-0000 would enlarge the lot size and would allow for a single-family development for a space for a home, yard and driveway. The development of a single-family residence would allow easy access to the park, nearby public transportation and schools. There is significant demand in the area for single family homes and there is a lack of inventory in the surrounding area. The existing infrastructure of utilities and drainage on site can adequately support single-family development. The property would be easily adaptable for single-family development.

e. **The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification.**

The proposed zoning classification to single-family residence from R4 would align with the surrounding area of single-family residences. The current infrastructure of the cul-de-sac would support a single-family residence and a multi-family residence on PIN #18-18-201-092-0000 would not align with the rest of the surrounding area. Converting the zoning to single-family residence can positively influence the property values in the surrounding area. Rezoning to a single-family residence would improve the aesthetic of the cul-de-sac and replace a vacant lot with a single-family residence with green spaces and landscaping that would align with the rest of the residences in the cul-de-sac. Rezoning from R4 to a single-family residence would enhance the neighborhood and promote a family-friendly atmosphere benefiting both current and future residents.

f. **The objectives of the current comprehensive plan for the village and the impact of the proposed amendment on the said objectives.**

The current listing of the PIN is for multi-family. The proposed amendment to a single-family residence from R4 would align for a new single-family residence to accommodate the need for more homes in the surrounding area. Building a single-family residence would

be consistent with the rest of the surrounding neighborhood. The infrastructure in the surrounding area would support a new single-family home without straining the local village resources. The amendment to single-family residence would promote the consistency of the surrounding area. A new single-family home built on both PIN #18-18-201-091-0000 and PIN #18-18-201-092-0000 would have a positive impact on the neighborhood.

VI. CONCLUSION

The front lot is substandard compared to the surrounding lots nearby, and we would need PIN #18-18-201-092-0000 in conjunction with PIN #18-18-201-091-0000 to build a home that meets the standards of the nearby homes.

By: Tom Ear & Kelly Moran

Date: 10/2/24

**Exhibits to
Application for Map Amendment**

Tom Ear & Kelly Moran
1420 W. 54th St.
La Grange Highlands, IL 60525
tomtear@gmail.com / morankn11@gmail.com
M: 224.715.9050 (Tom) / M: 630.234.2834 (Kelly)
10/10/24

Kelsey Fawell
Senior Planner
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Kelsey,

I am writing to provide background information and to formally request the rezoning of the property identified by Parcel Identification Number (PIN) 18-18-201-092-0000 from R4 (Multi-Family Residential) to a Single Family Residence designation. This change reflects our intent to align the property's zoning with the surrounding neighborhood and the demand for single-family housing in our community.

Background

The subject property is currently zoned R4, which allows for multi-family developments. However, the surrounding area predominantly consists of single-family residences, creating a mismatch between the zoning designation and the established character of the neighborhood. Our goal is to create a harmonious living environment that supports community values and enhances property values.

Justification for Rezoning

1. **Community Compatibility:** The proposed zoning change aligns with the existing land use in the area, fostering a cohesive community identity. Single-family homes are consistent with the architectural styles and property types that characterize our neighborhood.
2. **Market Demand:** There is a growing demand for single-family housing, particularly in this region. By rezoning the property, we can better address the needs of families seeking homes that fit their lifestyle.
3. **Infrastructure and Services:** The current infrastructure and public services in the area are well-equipped to support additional single-family homes. This change would not overburden local resources and would utilize existing services efficiently.
4. **Future Development Plans:** The proposed rezoning is consistent with the long-term vision outlined in the Village of Western Springs and specifically the Ridgewood neighborhood, which encourages the development of diverse housing options while maintaining the character of residential neighborhoods.

Conclusion

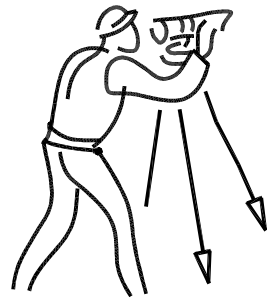
We believe that the proposed rezoning of PIN 18-18-201-092-0000 from R4 to Single Family Residence will not only benefit the immediate neighborhood but also contribute positively to the community as a

whole. We appreciate your consideration of this request and welcome any opportunity for discussion or clarification regarding this matter.

Thank you for your attention to this important issue. We look forward to your positive response.

Sincerely,

Tom Ear & Kelly Moran



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/NSPS • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

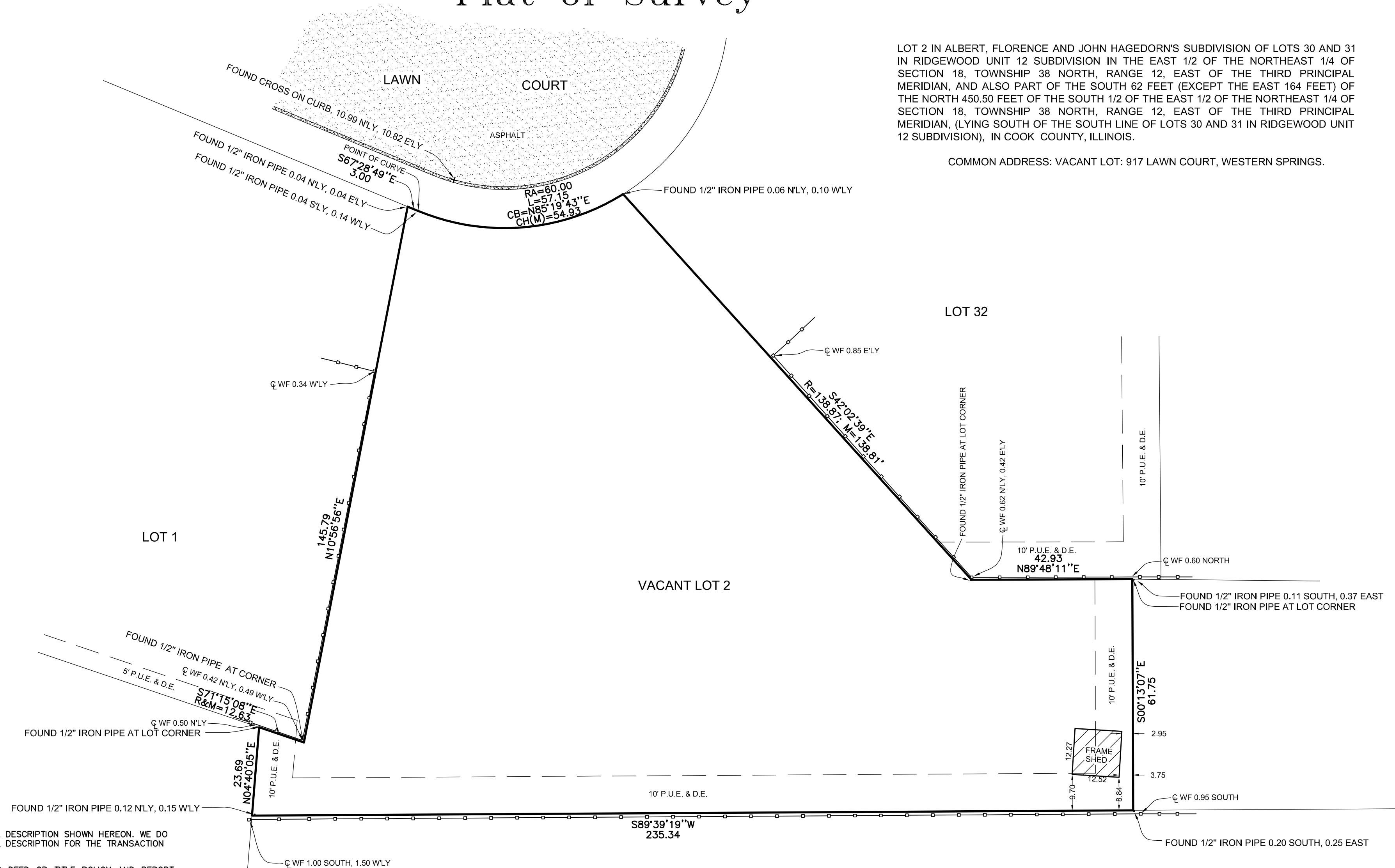
SCHOMIG LAND SURVEYORS, LTD.

Plat of Survey

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT 2 IN ALBERT, FLORENCE AND JOHN HAGEDORN'S SUBDIVISION OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164 FEET) OF THE NORTH 450.50 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION), IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: VACANT LOT: 917 LAWN COURT, WESTERN SPRINGS.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE THE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITH OUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

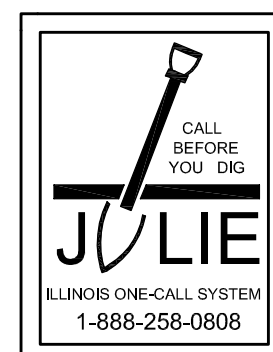
SURVEY DATE: OCTOBER 8TH, 2024.

SHED LOCATED: OCTOBER 8TH, 2024. (NO RESIDENCE)

ORDERED BY: LIV MODERN

FILE: 944944.CRD

PLAT NUMBER: 049925-5 & 240878 & H18-55 SCALE: 1" = 20'



LEGEND

M. = MEASURED DIMENSION
R. = RECORDED DIMENSION
P.U.E. = PUBLIC UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
C. = CENTER LINE
W.F. = WOOD FENCE
L. = LENGTH OF CURVE
R.A. = RADIUS
C.B. = CHORD BEARING
C.H. = CHORD



STATE OF ILLINOIS } ss. LOT AREA: 25,182 Sq. Ft.
COUNTY OF COOK }

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

Legal Plat of Survey from Sale of Martin Property:

THAT PORTION OF THE SOUTH 62 FEET (EXCEPT THE EASE 164.00 FEET THEREOF) OF THE NORTH 450.5 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38, RANGE 12, EASE OF THE THIRD PRINCIPAL MERIDIAN, THAT LIES EASTERLY OF A STRAIGHT LINE RUNNING SOUTHWESTERLY FROM A POINT THAT IS 375.54 FEET WEST FROM THE EAST LINE OF SAID SECTION 18, SAID POINT ALSO BEING 165 FEET SOUTH OF THE NORTH LINE OF AFORESAID SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, AND A POINT ON THE SOUTH LINE OF THE NORTH 450.5 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; SAID POINT ALSO BEING 399.15 FEET WEST FROM THE EAST LINE OF SAID SECTION 18, IN COOK COUNTY, ILLINOIS.

Legal Description of Ridgewood Lot:

LOT 31 IN RIDGEWOOD UNIT 12 BEING A SUBDIVISION IN THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 38 NORTH RANGE WE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Resubdivision Legal:

LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 38 NORTH RANGE WE EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164 FEET) OF THE NORTH 450.50 FEET OF THE SOUTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN , (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION) IN COOK COUNTY, ILLINOIS.

ORDINANCE NO. 05-2346**VOTE: Passed by an omnibus vote.****Voting aye: Bures, Hartigan,****Hendrick, Hickey, Madell,****Rodeghier and President Lynch.****Voting nay: none.****DATE: May 23, 2005****OTHER: Published-pamphlet form.**

**AN ORDINANCE GRANTING
PRELIMINARY AND FINAL APPROVAL
OF A TWO LOT MINOR
RESUBDIVISION AND APPROVAL OF
A FINAL PLAT OF RESUBDIVISION
AND A PLAT OF ABROGATION OF A
PUBLIC UTILITY AND DRAINAGE
EASEMENT FOR THE 911 AND 919
LAWN COURT PROPERTIES (ALBERT,
FLORENCE AND JOHN HAGEDORN
AND STANKO AND MARGITA
VLADISAVLJEVIC).**

WHEREAS, in 2005, Albert Hagedorn, Florence Hagedorn and John Hagedorn and Stanko and Margita Vladisavljevic (the "Petitioners"), owners of the 911 Lawn Court Property (Hagedorn) and the 919 Lawn Court Property (Stanko and Margita Vladisavljevic) (collectively referred to herein as the "Property"), filed for preliminary and final approval of a two lot minor resubdivision and approval of a final plat of resubdivision and a plat of abrogation of a public utility and drainage easement for the Property. The Property is legally described below in Section 1; and

WHEREAS, Chapter 10 (Subdivisions), Section 10-10-3C-1 (Minor Subdivisions) of the Village's Development Control Ordinance (the "DCO") limits minor subdivisions to four lot subdivisions where no public improvements are required. A resubdivision of subdivided land constitutes a subdivision under the DCO. No public improvements are required to be built for the Petitioners' proposed resubdivision; and

WHEREAS, the Petitioners' application for preliminary and final approval of a two lot resubdivision contains a Plat of Resubdivision titled "Albert, Florence & John Hagedorn Resubdivision" (prepared by Schomig Land Surveyors, Ltd. dated December 31, 2004) and a Plat of Abrogation of a Public Utility and Drainage Easement (prepared by Schomig Land Surveyors, Ltd. dated February 28, 2005), copies of which are attached hereto as **GROUP EXHIBIT "A"** and made a part hereof (the "Albert, Florence & John Hagedorn Resubdivision"); and

WHEREAS, on April 14, 2005, the Plan Commission of the Village of Western Springs held a public meeting, pursuant to notice duly published in accordance with State law, relative to a request for approval of the Albert, Florence & John Hagedorn Resubdivision. After closing the public meeting on

April 14, 2005, the Plan Commission recommended approval of the Albert, Florence & John Hagedorn Resubdivision under Recommendation No. 05-03, which is incorporated herein by reference; and

WHEREAS, at the May 9, 2005, Workshop Village Board Meeting, the President and Board of Trustees of the Village of Western Springs considered the findings and recommendations relative to the Albert, Florence & John Hagedorn Resubdivision as set forth in Plan Commission Recommendation No. 05-03; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs approve and adopt the findings and recommendations of the Plan Commission set forth in Recommendation No. 05-03 relative to the approval of the Albert, Florence & John Hagedorn Resubdivision and incorporate such findings and recommendations by reference into this Ordinance as if they were fully set forth herein.

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

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

SECTION 2: The President and Board of Trustees of the Village of Western Springs grant preliminary and final approval of the Albert, Florence & John Hagedorn Resubdivision, which is legally described as follows:

ALBERT, FLORENCE & JOHN HAGEDORN RESUBDIVISION OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164.00 FEET THEREOF) OF THE NORTH 450.50 FEET OF THE SOUTH ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION) IN COOK COUNTY, ILLINOIS.

Common Address: 911 Lawn Court, Western Springs, Illinois.
PIN Numbers: 18-18-201-053 and 18-18-201-077

Common Address: 919 Lawn Court, Western Springs, Illinois.
PIN Number: 18-18-201-052

SECTION 3: The President and Board of Trustees of the Village of Western Springs grant final approval of the Plat of Resubdivision for the Albert, Florence & John Hagedorn Resubdivision and approve of the Plat of Abrogation of a Public Utility and Drainage Easement, copies of which are attached hereto as **GROUP EXHIBIT "A"** and made a part hereof.

SECTION 4: Any Ordinance, or portion thereof, in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 5: That each Section, paragraph, clause and provision of this Ordinance is separable and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, other than that part affected by such decision.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval, and due publication as provided by State law.

SECTION 7: A certified copy of this Ordinance and the originals of the attached Plats shall be recorded against title to the Property by the Village, at the Petitioners' sole cost, with the Cook County Recorder of Deeds Office.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 23rd day of May, 2005, and approved by me as President, and attested by the Village Clerk, on the same day.


Village Clerk


Village President

This Ordinance was published by me in pamphlet form on 23rd day of May, 2005.


Village Clerk

GROUP EXHIBIT "A"

**PLATS FOR
THE ALBERT, FLORENCE & JOHN HAGEDORN RESUBDIVISION**

- A. Plat of Resubdivision titled "Albert, Florence & John Hagedorn Resubdivision" prepared by Schomig Land Surveyors, Ltd. dated December 31, 2004.
- B. Plat of Abrogation of a Public Utility and Drainage Easement prepared by Schomig Land Surveyors, Ltd. dated February 28, 2005.

[attached]



0525939061

Doc#: 0525939061 Fee: \$120.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/16/2005 03:13 PM Pg: 1 of 0

Box 324

PLAT

0525939061

09-16-05

**DOCUMENTS
WITH THIS**

PLAT

SEE PLAT INDEX

**WESTERN SPRINGS PLAN COMMISSION
REPORT AND RECOMMENDATION NO.**

PLAN COMMISSIONERS PRESENT: GLIMCO, JOHANN, TURNER, DEPROSPERIS, BRUMBAUGH, WINEGAR

ABSENT: HANSON

OTHER: None.

DATE: December 10, 2024

**FINDINGS AND RECOMMENDATIONS TO THE VILLAGE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS**

RE: PC-2024-04: Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment for the Construction, Operation, and Maintenance of a Single-Family House at the 917 Lawn Court Property.

APPROVAL of an Amendment to the 2003 Official Comprehensive Land Use Plan for the Construction, Operation, and Maintenance of a Single-family House on the Property (“Project” or “Development”).

APPROVAL of a Map Amendment to Rezone the Below Described Property from the R4 – Multi-Family Residence Zoning District to the A – Single-Family Residence District for the Construction, Operation, and Maintenance of a Single-family House on the Property (“Project” or “Development”).

Applicant:	Tom Ear and Kelly Moran
Property Owner:	Tom Ear and Kelly Moran
Property:	917 Lawn Court, Western Springs, Illinois 60558
Current Zoning:	R4 -Multi-Family Residence Zoning District
Lot Size:	Approximately 13,718.00 Square Feet or .3149 Acres
P.I.N.:	18-18-201-092-0000

I. BACKGROUND FACTS

1. Tom Ear and Kelly Moran, of 1420 W 54th Street, La Grange Highlands, IL 60525 (“Applicants” or “Property Owners”), are the owners of the real property, commonly known as 917 Lawn Court, Western Springs, Illinois (“Property”). The existing use of the Property is a vacant lot.

2. On October 10, 2024, the Applicants submitted a development and zoning application (“Petition”) requesting a map amendment in order to construct a single-family house on the property.

3. The Application consists of information supporting the requested zoning relief and a brief description of the proposed improvements to be constructed as part of the Project, copies of which are incorporated by reference into this Recommendation as **Group Exhibit “A”** and made a part hereof, and consist of:

- Exhibit A-1 – General Information Application for Land Use and Development in the Village (2 pages).
- Exhibit A-2 – Application for Map Amendment (5 pages).
- Exhibit A-3 – Rezoning Cover Letter (2 pages).
- Exhibit A-4 – Plat of Survey for 917 Lawn Court, prepared by Schomig Land Surveyors, LTD., dated October 8, 2024 (1 page)
- Exhibit A-5 – Legal Description Comparisons (1 page).

4. The zoning relief necessary for the Applicant to construct the Development consists of:

- a. A Comprehensive Plan Amendment to the Long-Range Land Use Map that rezones the Property from the Multiple Family (9-18 d.u./acre) to Single Family Detached
- b. A map amendment to re-zone the Property from the R4 – Multi-Family Residence District to the A Single-Family Residence Zoning District.

5. The Village’s Official Land Use Plan, adopted by Ordinance No. 03-2226 dated February 24, 2003, was amended on June 28, 2021, with the passage of Ordinance No. 21-3046. The proposed rezoning of the Property from R4 – Multiple-Family Residence District to the A Single-Family Residence District will follow the guidelines as set forth in Subsection 10-5-2(A)(1):

“A - Single-Family Residence District: This district is intended to provide a residential environment of larger lots with generous yards. It also establishes the standards for new single-family developments in the community.”

6. The 2003 Land Use Plan, like all comprehensive land use plans, is an advisory document that contains recommendations for the implementation of new land uses, design standards, and zoning changes within the Village. If approved, the Petition will amend and update certain portions of the 2003 Land Use Plan to modify the types of uses that can be developed on the 917 Lawn Court Property.

7. Upon approval, the 917 Lawn Court Property would be subject to the A - Single-Family Residential Zoning District regulations, and may be developed as either a permitted use in that District or as one of the conditional uses listed under the A - Single-Family Residential Zoning District regulations, provided the conditional use is approved by the Village Board after the required public hearing is held.

8. Pursuant to state law, the adoption of a comprehensive land use plan, or any amendments to an existing comprehensive land use plan, must be approved by the corporate authorities of the municipality, but only after a public hearing on the plan or amended plan has been held. The local plan commission is required to hold the public hearing and make a recommendation to the corporate authorities regarding the comprehensive land use plan, or any amended plan. See, Sections 11-12-5, 11-12-6 and 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-5 11-12-6 and 11-12-7) and Section 10-3-6 (Plan Commission) of the Western Springs Municipal Code.

9. As a supplement to its Application, at the Public Hearing, the Applicant provided the following documents: **None.**

10. Pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on December 10, 2024 the Plan Commission conducted a public hearing to consider the zoning relief requested in the Application (the “Public Hearing”). On December 10, 2024, the Plan Commission closed the Public Hearing.

11. At the Public Hearing, the Plan Commission accepted certain documents into the record and heard statements from representatives of the Applicant (Tom Ear and Kelly Moran), the Interested Parties (James Horvath), the Community Development Director (Heather Valone), the Senior Planner (Kelsey Fawell), the Village Attorney (Michael Jurusik and Anne Skrodzki) regarding the Application. No other person submitted written statements in support of or objecting to the Development. One Interested Parties, James Horvath, appeared in person at the Public Hearing to support the Development. The following documents were marked as exhibits and entered into the record of the Public Hearing or taken notice of and relied upon by the Plan Commissioners in making this Recommendation:

- A. The Application with its attachments (incorporated by reference as **Group Exhibit “A”**).
- B. The Public Hearing Notice, the Newspaper Publisher's Certificate dated **November 14, 2024**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **December 6, 2024** submitted by Community Development Director Heather Valone, the Affidavit of Posting of Signage for Public Hearing dated **December 6, 2024** and prepared and executed by Village Building Official Robert Schmidt confirming that the required mailing, publications and sign postings of the Public Hearing Notice to surrounding Property owners and taxpayers of record were performed in accordance with State law (incorporated by reference as **Group Exhibit “B”**).
- C. Village Staff Memorandum dated **December 8, 2024**, and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell (“Village Staff Memo”) and (incorporated by reference as **Exhibit “C”**).
- D. The Village’s Official Land Use Plan adopted by Ordinance No. 03-2226 dated February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the “2011 Western Springs Downtown Redevelopment Plan” or “2011 Downtown Plan”) (incorporated by reference as **Group Exhibit “D”**).
- E. The Official Zoning Map of the Village (incorporated by reference as **Group Exhibit “D”**).
- F. The Western Springs Municipal Code, including the Development Control Ordinance (“DCO”) (incorporated by reference as **Group Exhibit “D”**).
- G. The transcript of the December 10, 2024 Public Hearings prepared by a court reporter (**Stephanie Battaglia**) incorporated by reference as **Group Exhibit “E”** and retained on file with the Community Development Department).
- H. Additional documents submitted to the Plan Commission during the Public Hearings (each being incorporated by reference into this Recommendation and retained on file with the Community Development Department), consisting of:

12. The Plan Commission considered the written and oral testimony, including the above-listed documents marked as Exhibits and accepted into the record, which were presented by the Applicant and the Applicant’s representatives, the Interested Parties and the Village Staff during the Public Hearing. All of the Exhibits identified in this Report and Recommendation that are incorporated by reference are on file with the Village’s Department of Community Development.

13. In addition, the Applicant submitted a Supplement to Application, consisting of: **None**.

14. The Village's Code Officer, Community Development Director Heather Valone, has submitted the Village Staff Memorandum, which reviews the Application, the applicable provisions of the DCO and the Zoning Relief requested, and concludes that the Project meets the applicable DCO provisions for purposes of conducting the Public Hearings and consideration of approval of the requested Zoning Relief. See, **Exhibit "C"**.

15. Subject to the Zoning Relief requested, the Application and other submittals by the Applicant conform to the applicable requirements of the Western Springs Municipal Code, including Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 11 (Variations) and Subsection 14 (Conditional Uses).

II. FINDINGS OF FACT

Based upon the information contained in the Application, all of the documents received into the record and the testimony heard during the Public Hearings, the Plan Commission makes the following findings of fact relative to its recommendation to the Village Board regarding the zoning relief requested in the Application:

A. Comprehensive Plan Amendment to the Long-Range Land Use Map Standards

- a. The Development Plans are presented as an amendment to the Village's existing 2003 Land Use Plan to amend the Property's Long Range Land Use from its current designation of R4 - Multiple-Family Residence District to A-Single-Family Residence District in order to allow for the construction and operation of the Development.
- b. The Development Plans provide development options that are consistent and compatible with the permitted uses or permitted conditional uses of the A - Single-Family Residential Zoning District.
- c. In regard to the goals and objectives set forth in Section (10-1-2: PURPOSE AND INTENT) of the DCO, the Plan Commission finds that the requested Comprehensive Plan Amendment meets the following criteria:
 - A. To promote the orderly and beneficial development of the Village of Western Springs in accordance with the village's official land use plan.**
 - B. To promote the public health, safety, morals, comfort and general welfare of the citizens of the Village of Western Springs.**
 - C. To protect the character and stability of residential, business and industrial areas.**
 - D. To provide for orderly growth and development; to afford adequate facilities for the safe, convenient, and efficient means for the traffic circulation of its population; and to safeguard the public against flood damage.**
 - E. To provide adequate light, air, privacy and convenience of access to Property.**

- F. To divide the Village of Western Springs into districts of such number, shape, area and of such different classes, according to the use of land and buildings and the intensity of such use, as may be deemed best suited to carry out the purposes of this ordinance.**
- G. To prohibit locations and uses of buildings or structures and uses of land that are incompatible with the type of development planned for specified zoning districts in the Village of Western Springs.**
- H. To regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, and other uses, and to regulate and restrict the intensity of such uses.**
- I. To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the necessary public grounds for schools, parks, playgrounds, and other public open spaces.**
- J. To prevent additions to and alterations or remodeling to existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed hereunder.**
- K. To protect against fire, explosions, noxious fumes and other dangers.**
- L. To fix reasonable standards to which buildings and structures shall conform.**
- M. To provide for the gradual elimination of those uses that would not now be permitted in the districts in which they are located and are adversely affecting the orderly and beneficial development of the Village of Western Springs.**
- N. To define and limit the powers and duties of administrative officers and bodies as provided herein.**
- O. To prescribe penalties for the violation of and methods for the enforcement of the provisions of this ordinance or any amendment thereto.**

The Subject Property is zoned R4 Multi-Family Residence and is designated Multiple-Family per the Village's future land use map. The Subject Property abuts single-family homes to the east and west, and a vacant parcel to the north that is zoned for single-family residential. To the south, the Subject Property abuts the Ridgewood Oaks townhomes, which are zoned for multiple-family residential.

The Subject Property is currently underutilized, having been vacant since its annexation into the Village in the 1960s. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment. The Comprehensive Plan Amendment would allow for continuation of single-family residential

redevelopment, one that is a part of the Lawn Court cul-de-sac to the north within the Ridgewood Subdivision.

B. Map Amendment Standards

The Plan Commission considered each of the seven (7) standards set forth in Title 10 (Development Control Ordinance); Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12(F)(1) (Map Amendments) of the Municipal Code and found as follows:

a. Existing uses of property within the general area of the property in question.

The Property is currently zoned R4 – Multi-Family Residence District and is immediately surrounded by single and multi-family residential uses, as follows: (a) North of the Property: Zoning: A – Single-Family Residence District and Land Use: Vacant; (b) South of the Property: Zoning: R4 – Multi-Family Residence District and Land Use: Townhomes; (c) East of the Property: Zoning: A – Single-Family Residence District and Land Use: Single Family; and (d) West of the Property: Zoning: A – Single-Family Residence District and Land Use: Single Family Home. See, Village Zoning Map attached as **Exhibit “D”**. The proposed new Zoning District classification and land use of A – Single-Family Residence District (DCO 10-6-1) for a single-family house redevelopment **meets** this standard.

b. The zoning classification of property within the general area of the property in question.

Within the general area of the Subject Property, the prominent zoning classification is the A District, aside from the R4 District townhome parcels to the south. To the very east of the Subject Property across Wolf Road are single-family homes located within Unincorporated Cook County.

c. The suitability of the property in question to the uses permitted under the existing zoning classification.

The Property is suitable for the proposed use listed within the R4 – Multi-Family Residence District. The Subject Property has remained vacant since its annexation into the Village in the 1960s, and has been zoned multi-family since annexation. The parcel is currently landlocked and is too small to be permitted for multi-family redevelopment.

d. The trend of development, if any, in the general area of the property in question, including changes if any, which have taken place in its present zoning classification.

The recent trend of development in the general area of the Subject Property has remained the same for decades and includes renovations, additions, and tear down and new construction of single-family residences. The surrounding Ridgewood neighborhood was subdivided prior to its annexation in the 1960s. The multi-family townhomes to the south were developed in the 1970’s.

e. The suitability of the property in question for permitted uses listed in the proposed zoning classification.

The Property is suitable for permitted uses listed within the A – Single-Family Residence District. The Subject Property was resubdivided in 2005 with the intent of the site being developed with a single family house. The properties to the north, west, and east are developed with single family houses. The property to the south is developed as a multi-family townhome subdivision. However, the design of the Ridgewood Oaks townhomes would not allow for incorporation of the Subject Property without the removal of one or more townhomes to provide access to the site.

f. **The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification.**

The surrounding Property is compatible with the permitted uses and conditional uses listed in the A – Single-Family Residence District, being residential and multi-family in nature. The surrounding properties all have either A – Single-Family District or R4 District residential zoning.

g. **The objectives of the current comprehensive plan for the Village and the impact of the proposed amendment on the said objectives.**

The objectives of the current Comprehensive Plan for the Village will be met by this Map Amendment and it will not have a negative impact on the objectives. Please see responses within Section A ‘Comprehensive Plan Amendment to the Long-Range Land Use Map Standards’ for additional information pertaining to official goals and objectives of the Comprehensive Plan. Development of the Subject Property, as proposed by the Applicant, will result in the elimination of an aging and underutilized office building.

III. **RECOMMENDATIONS**

Subject to Section V (Conditions) set forth below, the Plan Commission recommends **APPROVAL** of the Application and the Requested Zoning Relief as follows:

1. Map Amendment to Rezone the Property from the R4 - Multi-Family Residential Zoning District to the A - Single-Family Residence District to construct a single-family house on the Property (“Project” or “Development”).

IV. **CONDITIONS**

The recommendation of **APPROVAL** of the Applicant’s request for the issuance of a Map Amendment is conditioned upon and subject to: **None**.

V. FINAL ACTION

Motion to APPROVE the Application made by Commissioner Brumbaugh; seconded by Commissioner Winegar (Votes in Favor of Motion: Glimco, Johann, Turner, DeProsperis, Brumbaugh and Winegar; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Hanson).

APPROVED by a vote of the Members of the Plan Commission on this 10th day of December 2024.

Village of Western Springs Plan Commission

By: 
Peter T. Glimco, Chair

Exhibit List

From Public Hearings for Approval of a Comprehensive Plan Amendment to the Long-Range Land Use Map and Map Amendment for the Construction, Operation, and Maintenance of a Single Family House at the 917 Lawn Court

Group Exhibit “A” -- listing by title of each of the Application’s supporting documents and submittals

- Exhibit A-1 – General Information Application for Land Use and Development in the Village (2 pages).
 - Exhibit A-2 – Application for Map Amendment (5 pages).
 - Exhibit A-3 – Rezoning Cover Letter (2 pages).
- Exhibit A-4 – Plat of Survey for 917 Lawn Court, prepared by Schomig Land Surveyors, LTD., dated October 8, 2024 (1 page)
 - Exhibit A-5 – Legal Description Comparisons (1 page).

Group Exhibit “B”

The Public Hearing Notice, the Newspaper Publisher's Certificate dated **[INSERT], 2024**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **[INSERT], 2024** submitted by, the Affidavit of Posting of Signage for Public Hearing dated **[INSERT], 2024**

Exhibit “C”

Village Staff Memorandum dated **December 6, 2024** and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell (“Village Staff Memo”)

Group Exhibit “D”

The Village’s Official Land Use Plan and Official Village Zoning Map

Exhibit “E”

Additional documents submitted to the Plan Commission during the Public Hearings

ORDINANCE NO. 25-

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DATE:

OTHER: Published in pamphlet form.

**AN ORDINANCE APPROVING AND ADOPTING AN
UPDATED LONG RANGE LAND USE MAP TO THE
WESTERN SPRINGS OFFICIAL COMPREHENSIVE
LAND USE PLAN FOR PURPOSES OF
RECLASSIFYING THE ZONING DESIGNATION OF
THE 917 LAWN COURT PROPERTY, WESTERN
SPRINGS, ILLINOIS FROM THE R4 - MULTIPLE-
FAMILY RESIDENCE DISTRICT TO THE A – SINGLE-
FAMILY RESIDENCE DISTRICT TO ALLOW FOR THE
CONSTRUCTION, OPERATION, AND
MAINTENANCE OF A SINGLE-FAMILY HOUSE**

WHEREAS, Sections 11-12-5, 11-12-6 and 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-5, 11-12-6 and 11-12-7) authorize the Village President and Board of Trustees of the Village of Western Springs (“Village”) to adopt an official comprehensive plan or any amendments to an official comprehensive plan, but only after a public hearing on the plan or amended plan has been held; and

WHEREAS, after the required public hearing process was completed, the Village President and Board of Trustees of the Village of Western Springs approved and adopted the Village’s Official Land Use Plan with the passage of Ordinance No. 03-2226 on February 24, 2003 (the “2003 Land Use Plan”). The 2003 Land Use Plan has been amended as follows: (i) by Ordinance No. 11-2643 dated August 22, 2011, as part of the adoption of the “2011 Western Springs Downtown Redevelopment Plan” (the “2011 Downtown Plan”); and (ii) by Ordinance No. 21-3046 dated June 28, 2021, as part of the adoption of the “2021 Concept Plans for Townhome Project at 17 West Ogden Avenue Property”; and

WHEREAS, Tom Ear and Kelly Moran of 1420 W 54th Street, La Grange Highlands, IL 60525 (“Applicants” or “Property Owners”), are the owners of the property commonly known as 917 Lawn Court, Western Springs, Illinois (“Property”). The Applicant filed with the Village a completed “General Information Application for Land Use and Development in the Village” form with supporting documents (the “Application”) for the rezoning of the Property in order to construct a single-family house (the “Development” or “Project”); and

WHEREAS, in 2024, the Applicant submitted the Application to the Village requesting approval of a map amendment and an amendment to the Village’s Comprehensive Land Use Plan in order to construct the Project. A copy of the Application is on file with the Village’s Community Development Department and is incorporated herein by reference; and

WHEREAS, using information gathered during the public hearing process, the Application was presented as an amendment to the Village’s existing 2003 Land Use Plan to amend the Property’s Long Range Land Use from its current designation of the R4 - Multiple-Family Residence District to the A – Single-Family Residence District in order to allow for the construction and operation of the Development. An excerpt of the updated version of the Long Range Use Map of the Village’s Comprehensive Land Use Plan showing the zoning classification amendment for the Property is attached as **Exhibit “A”** and made a part hereof. A copy of the Long Range Plan shall be produced by the Village in conjunction with the printing of the Village’s Official Zoning Map in March 2026 and will be on file with the Community Development Department (the “Updated Long Range Use Map”); and

WHEREAS, the Village’s 2003 Land Use Plan, like all comprehensive land use plans, is an advisory document that contains recommendations for the implementation of new land uses, design standards,

and zoning changes within the Village. Upon Village Board approval of this Ordinance, the Applicant's proposed amendment of the Property's Long Range Land Use from its current designation of the R4 - Multiple-Family Residence District to the A – Single-Family Residence District will provide a planning basis for the map amendment (rezoning) of the Property to the A – Single-Family Residence District allow for the construction and operation of the Development. Once the Property is rezoned, it will expand the types of other possible adaptive uses that could be developed on the Property under the A – Single-Family Residence District classification; and

WHEREAS, on December 10, 2024, the Plan Commission conducted a public hearing at which it reviewed the Application, the requested zoning relief and the requested amendment to the **Long Range Use Map** for compliance with the applicable DCO provisions. Prior to conducting the public hearing, a notice of public hearing was published in a newspaper, a "zoning application pending" sign was posted at the Property, a public hearing notice was mailed to those persons who are required to be mailed the public hearing notice in compliance with applicable State law and the DCO, and an agenda for the Plan Commission meeting where the public hearing session was held were posted as required by the Open Meetings Act. At the December 10, 2024 public hearing, the Plan Commission heard statements from the Applicant, Village staff and the Village Attorney, Interested Parties and the public and provided an opportunity for public input regarding the Application, the requested zoning relief and the requested amendment to the Long Range Use Map and the applicable DCO provisions. The Plan Commission reviewed and considered a Village Staff Memorandum dated December 6, 2024 and prepared by Director of Community Development Heather Valone and Village Senior Planner Kelsey Fawell regarding the requested amendment to the Long Range Use Map. A copy of the Village Staff Memorandum is incorporated herein by reference and is on file with the Community Development Department; and

WHEREAS, on December 10, 2024, the Plan Commission, after finding that sufficient evidence was presented at the public hearing to conclude that the applicable standards relating to the requested zoning relief were met, voted to approve Recommendation No. 24-04, which contains the Plan Commission's report of findings and recommendations relative to its favorable recommendation to the Village Board on the adoption and implementation of the requested amendment to the Long Range Land Use Map to change the Property's current designation of R4 - Multiple-Family Residence District to A – Single-Family Residence District in order to allow for the construction and operation of the Development. Recommendation No. 24-04 has been filed with the Village President and Board of Trustees, who have taken the report's findings and recommendations under advisement and have incorporated by reference Recommendation No. 24-04 into this Ordinance; and

WHEREAS, the Village Board, at public meeting held on January 13, 2025, discussed the Applicant's pending Application and the request for Zoning Relief. At the January 13th, 2025 public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 24-04 and, with the passage of this Ordinance, the Village Board, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, accepted, adopted and approved the findings, recommendations and conditions set forth in Report and Recommendation No. 24-04, subject to the approvals and conditions of this Ordinance; and

WHEREAS, pursuant to the authority contain in Sections 11-12-5, 11-12-6 and 11-12-7 of the Illinois Municipal Code (65 ILCS 5/11-12-5 11-12-6 and 11-12-7), the Village President and Board of Trustees of the Village of Western Springs, after finding that sufficient evidence was presented at the

public hearing to conclude that the applicable standards relating to the requested zoning relief were met, further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local business owners and the public to approve and adopt the Updated Long Range Use Map, as an amendment to certain portions of the Village's 2003 Land Use Plan, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

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

SECTION 2. Approval of Updated Long Range Use Map. The Village President and the Board of Trustees of the Village of Western Springs adopt and approve the Updated Range Use Map, a copy of which is attached hereto as Exhibit "A" and made a part hereof, as an amendment to certain portions of the Village's Official Comprehensive Land Use Plan.

SECTION 3. Amendment of the 2003 Official Comprehensive Land Use Plan; Superseding Effect and Validity of Updated Long Range Use Map. The provisions of the Updated Long Range Use Map supplements, amends and supersedes the provisions of the 2003 Official Comprehensive Land Use Plan, as amended. In particular, where provisions of the Updated Long Range Use Map are inconsistent with or in conflict with similar provisions of the 2003 Official Comprehensive Land Use Plan, as amended, the Updated Long Range Use Map shall control. To the extent that the Updated Long Range Use Map contains provisions not found in the 2003 Official Comprehensive Land Use Plan, as amended, the provisions of the Updated Long Range Use Map shall control. The remainder of the 2003 Official Comprehensive Land Use Plan, as amended, shall be valid, enforceable and in full effect until amended or repealed by action of the Village President and the Board of Trustees.

SECTION 4. Publication, Website Posting and Availability of Updated Long Range Use Map. The Village Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law, and to make available to the public copies of the Updated Long Range Use Map in accordance with the Freedom of Information Act and to arrange for the posting of the Updated Long Range Use Map on the Village's website.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a regular meeting thereof held on the 27th day of January, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form, by Order of the Village President and the Board of Trustees of the Village of Western Springs, Cook County, Illinois, on this ____ day of January, 2025.

Edward Tymick, Village Clerk

EXHIBIT "A"

**Updated Long Range Land Use Map To
The Western Springs Official Comprehensive Land Use Plan
Reclassifying The Zoning Designation For The 917 Lawn Court Property From
The R4 - Multiple-Family Residence District To The A – Single-Family Residence District**

(attached)

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

AN ORDINANCE APPROVING AND ADOPTING AN UPDATED LONG RANGE LAND USE MAP TO THE WESTERN SPRINGS OFFICIAL COMPREHENSIVE LAND USE PLAN FOR PURPOSES OF RECLASSIFYING THE ZONING DESIGNATION OF THE 917 LAWN COURT PROPERTY, WESTERN SPRINGS, ILLINOIS FROM THE R4 - MULTIPLE-FAMILY RESIDENCE DISTRICT TO THE A – SINGLE-FAMILY RESIDENCE DISTRICT TO ALLOW FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A SINGLE-FAMILY HOUSE

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a **Regular Meeting held on the 27th day of January, 2025**, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of January, 2025.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____th day of January, 2025.

Edward Tymick, Village Clerk

ORDINANCE NO. 25 - _____
VOTE: _____
AYES: _____
NAYS: _____
ABSTAIN: _____
DATE: January 27, 2025
OTHER: Published in Pamphlet Form.

AN ORDINANCE APPROVING A MAP
AMENDMENT TO REZONE THE 917 LAWN
COURT PROPERTY FROM THE R4 – MULTIPLE-
FAMILY RESIDENCE DISTRICT TO THE A -
SINGLE-FAMILY RESIDENCE DISTRICT.

WHEREAS, Tom Ear and Kelly Moran, of 1420 W 54th Street, La Grange Highlands, IL 60525 (“Applicants” or “Property Owners”), are the owners of the real property commonly known as 917 Lawn Court, Western Springs, Illinois (“Property”).

WHEREAS, the Applicants have submitted a development and zoning application (“Petition”) requesting approval of a map amendment for the Property from its current R4-Multiple Family Residence District to the A- Single Family Residence District in order to construct a single-family house on the Property (the “Development”); and

WHEREAS, the Application and other documents that comprise **Group Exhibit “1”** are on file with the Village Clerk’s Office and the Community Development Department and are incorporated herein by reference into this Ordinance and made a part hereof; and

WHEREAS, the Property is legally described as follows:

LOT 2 IN ALBERT, FLORENCE, AND JOHN HAGEDORN’S SUBDIVISION OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTH 62 FEET (EXCEPT THE EAST 164 FEET) OF THE NORTH 450.50 FEET OF THE SOUTH ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (LYING SOUTH OF THE SOUTH LINE OF LOTS 30 AND 31 IN RIDGEWOOD UNIT 12 SUBDIVISION), IN COOK COUNTY, ILLINOIS

Common Address: 917 Lawn Court;

P.I.N.s: 18-18-201-091-0000 and 18-18-201-092-0000; and

WHEREAS, the zoning relief necessary for the Applicant to construct the Development is set forth in Section 3 below of this Ordinance; and

WHEREAS, pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on December 10, 2024, the Plan Commission conducted a public hearing to consider the zoning relief requested in the Application (the “Public Hearing”). At the December 10, 2024 Public Hearing, the Western Springs Plan Commission, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, passed a motion approving Report and Recommendation No. 24-04, which recommended approval of the Zoning Relief needed for the Applicant to construct the Development. A copy of Report and Recommendation No. 24-04 is on file with the Village Clerk’s Office and is incorporated into this Ordinance by reference; and

WHEREAS, the Village Board, at public meeting held on January 13, 2025, discussed the Applicant's pending Application and its request for Zoning Relief. At the January 13, 2025 public meeting, the Village Board considered the findings, recommendations and conditions of the Plan Commission as set forth in Report and Recommendation No. 24-04 and, with the passage of this Ordinance, the Village Board, after finding that sufficient evidence was presented at the Public Hearing to conclude that the applicable standards relating to the requested zoning relief were met, accepted, adopted and approved the findings, recommendations and conditions set forth in Report and Recommendation No. 24-04, subject to the approvals and conditions of this Ordinance; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and the applicable provisions of the Village of Western Springs Development Control Ordinance, the Village President and Board of Trustees of the Village of Western Springs approve the Zoning Relief, as requested by the Applicant, relative to the construction, operation and maintenance of the Development.

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

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

SECTION 2. Approval of Map Amendment and Revision to the Official Zoning Map. Pursuant to Section 10-3-12 (Amendments) of Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), of the Western Springs Municipal Code, the President and Board of Trustees approve the following:

- A. A map amendment to re-zone the Property from the R4 - Multi-Family Residence District to the A – Single-Family Residence District.
- B. The rezoning of the Property from R4 - Multiple-Family Residence District to A – Single-Family Residence District shall comply with the guidelines as set forth in Subsection 10-5-2(A)(1) (Purpose Statements) of the DCO ("A - Single-Family Residence District: This district is intended to provide a residential environment of larger lots with generous yards. It also establishes the standards for new single-family developments in the community.")
- C. The revision of the Official Zoning Map of the Village of Western Springs to show the above map amendment in accordance with Section 11-13-9 of the Illinois Municipal Code (65 ILCS 5/11-13-9).

SECTION 3. Severability. The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 4. Repealer; Covenants Running With the Land. Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with

the land and shall be released or amended only by mutual agreement of the Applicant and the Village, or unless amended by ordinance approved by the Village Board after the required public hearing.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 6. Recording of Ordinance Against Property Title. A certified copy of this Ordinance shall be recorded against title to the Property with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with a stamped copy of this Ordinance after it is filed with the CCRD.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27 day of January, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on ____ day of _____, 2025.

Edward Tymick, Village Clerk

Exhibit “1”

The Application consists of information supporting the requested zoning relief, a description of the proposed improvements to be constructed as part of the Project, and the proposed Preliminary Development Plans as follows:

- Exhibit A – General Information Application for Land Use and Development in the Village (2 pages).
- Exhibit B – Application for Map Amendment (5 pages).
- Exhibit C – Rezoning Cover Letter (2 pages).
- Exhibit D – Plat of Survey for 917 Lawn Court, prepared by Schomig Land Surveyors, LTD., dated 10/8/24.
- Exhibit E – Legal Description Comparisons (1 page).

(incorporated herein by reference and with copies on file at
the Village Clerk’s Office and the Community Development Department)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE THE 917 LAWN COURT PROPERTY FROM THE R4 – MULTIPLE-FAMILY RESIDENCE DISTRICT TO THE A - SINGLE-FAMILY RESIDENCE DISTRICT

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the ____ day of _____, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of January, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 8.B.

To: Board of Trustees

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Jeff Koza, Director of Engineering Services, Kelsey Fawell, Senior Planner, Anne Skrodzki, Village Attorney

RE: 4300 Howard Avenue, First United Methodist Church, Hinsdale First United Methodist Church, Plat of Abrogation for a Public Sidewalk Easement and Dissolve a Conditional Use

Permit: Committee review, discussion, and recommendation

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on January 9, 2025 and recommended the approval of the 4300 Howard Avenue, First United Methodist Church, Hinsdale First United Methodist Church, Plat of Abrogation for a Public Sidewalk Easement and Dissolve a Conditional Use Permit.

Summary

On October 25, 2024, the Village was notified that the First United Methodist Church (the “FUMC”) located at 4300 Howard Avenue (the “Subject Property”) had a pending real estate contract to sell the Subject Property. The notification requested that the Village abrogate (i.e. release) an easement for the public sidewalk located partially on the Subject Property and requested that the existing conditional use approvals be dissolved. The request package is included in Attachment 1.

Background

On May 20, 2024, the Western Springs and Hinsdale First United Methodist Churches merged. As part of the merger, it was identified that both churches would utilize the Hinsdale location. As a result, the Western Springs FUMC was listed for sale. FUMC has a pending real estate contract with a purchaser that intends to develop the property for single family houses. The property consists of three lots of record (i.e. three platted lots) and is zoned R2 Single Family Residential district (the “R2 District”). The existing lots exceed the minimum requirements for the R2 District. At this time no variations / relief from the Village Code is being requested. The lots would be developed as-of-right by obtaining a building permit(s). There are two existing encumbrances on the property. The first is a conditional use for the church as an early childhood development facility. The second is an easement for a public sidewalk that is located partially on the Subject Property.

Easement

On April 18, 2014 the Village Board approved Resolution No. 14-2268 (Attachment 2) which granted a plat of easement for public sidewalk and a related agreement between the Village of Western Springs and FUMC. The easement and agreement placed roughly 2.8 feet of public sidewalk on the 43rd Street (north) side of the Subject Property in exchange for the on-street parking spaces within the 43rd Street right-of-way to be converted from parallel spaces in to angled parking. The related agreement detailed future maintenance and restoration work for the installation of the sidewalk. Under the agreement if FUMC decides to redevelop the Subject Property in a manner that removes or relocates the public sidewalk then the Village and FUMC agreed to negotiate changes to the agreement to allow development. The agreement references that if the sidewalk was to be removed or relocated FUMC would be obliged to cover the construction costs.

The proposed development of the property for residential use proposes to redevelop the right-of-way area as a traditional parkway with a five-foot public sidewalk located within the right-of-way separated from the curb with a roughly 13-foot parkway planted with sod and street trees. The stripped parking would be removed and standard on street parking similar to the existing north side of 43rd Street would be permitted.

The attached draft resolutions in Attachments 4 and 5 includes provisions for the release of the easement, the removal and restoration of the right-of-way area as described in the preliminary concept plan included in Attachment 1 and requirements of the current or future property owner related to the construction / restoration.

Conditional Use Permit

On September 24, 2018 the Village Board of Trustees approved Ordinance No 18-2934 approving a conditional use permit for the Subject Property to allow for the La Grange Area Department of Special Education ("LADSE") to operate an early childhood education center. LADSE no longer utilizes the building and FUMC is seeking the conditional use to be dissolved. Attachment 6 contains the draft ordinance resending the conditional use on the property.

Conclusion

The Community Development Department, Engineering Services Department, and the Village Attorney have reviewed the request and submitted documentation and are recommending approval of the request.

The request and submittal documents were then reviewed by the Planning & Zoning Committee at their January 9, 2025 meeting, and recommended the application be advanced. The draft resolution is included in Attachment 3 includes outlines provisions for FUMC or any subsequent property owner must complete for the property to be developed for single family residential purposes. If FUMC or any subsequent property owner wishes to develop the property for another use the property owner would be required to complete the Village's

zoning process and the right-of-way redevelopment would be reviewed and determined by the Village Board as part of a larger zoning process. Additionally, there are provisions to ensure that the restoration of the right-of-way area is completed to Village standards or financial obligations if they work is not completed as required.

Attachments

1. Applicant submittals
2. Resolution No. 14-2268 - A Resolution Approving a Plat of Easement for Public Sidewalk and a Related Letter of Agreement Between the Village of Western Springs and the First United Methodist Church of Western Springs in Regard to the Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-of-Way and Partially in the Sidewalk Easement Granted by the Church on its 4300 Howard Avenue Property.
3. Ordinance No. 18-2934 - An Ordinance Approval a Conditional Use Permit for the Installation and Operation of an Early Childhood Education Center at the 4300 Howard Avenue Property.
4. Draft Resolution - A Resolution Approving a Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) and Approving the Termination of a Letter of Agreement for Construction and Maintenance of a Public Sidewalk and Abrogation of Easement for a Public Sidewalk (4300 Franklin Avenue, Western Springs, Illinois) and the Removal of Public Parking Spaces within the 43rd Street Right-of-Way Adjacent to Lot 1 and Lot 9 in the Field Park Subdivision, Western Springs, Illinois.
5. Draft Resolution - A Resolution Authorizing the Approval and Execution of an Assignment, Assumption and Consent Agreement for the Proposed 4300 Howard Avenue Residential Development in the Village of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) and a Redevelopment Agreement for the Construction of the Proposed 4300 Howard Avenue Residential Development in the Village of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision).
6. Draft Ordinance - An Ordinance Rescinding and Repealing the Board of Trustees' Approval of Ordinance No. 18-2934 (an Ordinance Approving a Conditional Use Permit for the Installation and Operation of an Early Childhood Education Center at the 4300 Howard Avenue Property) to Facilitate the Proposed 4300 Howard Avenue Residential Development in the Village of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision)

Financial Impact

None

Recommended Motion

I move to approve the ordinance and resolutions for the 4300 Howard Avenue, First United Methodist Church, Hinsdale First United Methodist Church, Plat of Abrogation for a Public Sidewalk Easement and Dissolve a Conditional Use Permit

Strategic Plan Alignment

Economic Development

File Attachments

1. Applicant submittals
2. Resolution No. 14-2268
3. Ordinance No. 18-2934
4. Draft Resolution
5. Draft Resolution
6. Draft Ordinance



Hinsdale United Methodist Church

945 S. Garfield Avenue, Hinsdale, Illinois 60521 • 630/325-1280

October 25, 2024

Village of Western Springs

740 Hillgrove Avenue

Western Springs, IL 60558

Attention: Ms. Heather Valone

Director of Community Development

RE: First United Methodist Church Property at 4300 Howard Street

Dear Heather:

As we have discussed the upcoming changes to our church property over many months, this letter provides some important historical and economic context for the requests we are making to the Village of Western Springs (Village).

- Hinsdale United Methodist Church (HUMC) was approached by the lay leadership of the First United Methodist Church of Western Springs (FUMC) in 2023 to discuss the possibility of a merger;
- Their congregation was established in 1888 and has a long and proud heritage in the Western Springs community. Unfortunately, it experienced a decline in the membership and financial resources of its congregation that adversely affected its viability and capacity to perform vital ministry work and fulfill the mission of The United Methodist Church;
- At joint congregational meetings held on April 18, 2024, under the auspices of the governing church body (the Northern Illinois Conference of the United Methodist Church), both congregations unanimously approved a merger effective May 20, 2024, with the Successor Church being HUMC;
- With the merger, the combined church no longer needed or could afford to maintain the separate FUMC Western Springs church property. Thus, as part of the merger agreement, it was decided to sell the property with HUMC responsible for the process;

- HUMC retained a commercial real estate advisory and brokerage firm (CRE Advising of Chicago) to represent the church;
- Based on the age and condition of the building, it was deemed that the highest and best use of the property was highly likely to be residential (currently zoned R2 for three single family lots);
- After a marketing process conducted by CRE Advising, HUMC entered into a contract with Fairfield Properties LLC on September 3, 2024.

While we have moved our Sunday religious services to HUMC, we continue to utilize the FUMC church at 4300 Howard Street for mission and other church activities. Consistent with preparing for the sale of the property, we have a team of people working to repurpose items for other churches and non-profits in the surrounding communities.

To accomplish this sale and comply with the requests of the Village of Western Springs, we are respectfully requesting the following:

- We hereby agree to relinquish our existing conditional use permit for the operation of an Early Childhood Education Center within the church facility concurrent with the final Village Board approval by the Village of Western Springs for the proposed Fairfield Properties LLC (Fairfield) single family development and the closing of the purchase of the FUMC property by Fairfield with the Village releasing its recording of the conditional use with Cook County document #1829616072;
- To make the lots attractive for single family homes, it is imperative that the Village allow the right-of way along Howard Street to be restored with the "head-in" parking removed (with the cost of the right of way restoration at Fairfield's expense). We believe reverting the FUMC property to single family residential use is consistent with the community focus of the FUMC legacy in Western Springs for over 100 years;
- Consistent with our rights under the earlier easement, we hereby request release of the easement along Howard Street along with a plat of abrogation under the terms of the attached document as recorded May 2014 as Cook County document #1413445068.

Please let me know if you require any additional background or documentation for these requests. They are critical to allow the conversion of the FUMC property into three single family homes to complement the surrounding neighborhood. While the longstanding church location of FUMC is coming to an end, we will continue to serve the community with the merged HUMC through our many members residing in Western Springs.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Zed S. Francis', with a long horizontal flourish extending to the right.

Zed S. Francis

Hinsdale United Methodist Church

Chair of Finance

CC.

Matthew Klein, Esq., Attorney for Hinsdale United Methodist Church

Thomas Hawbecker, Esq., Attorney for Fairfield Properties, LLC

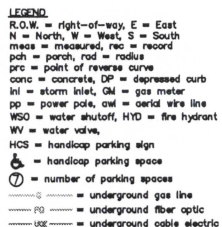
Peter Tortorello, Fairfield Properties, LLC



Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs

10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabi--surveying@comcast.net
websites: KabiSurveyingCompany.com
Registration No. 184-003061



Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed September 27 .20 24

Total Parking Spaces
17 regular parking spaces
2 handicap parking spaces

Order No. 241854

Ordered By: Hawbecker & Gerver, LLC

Mitchell P. Balek
035-003250
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

STATE OF ILLINOIS }
COUNTY OF COOK }

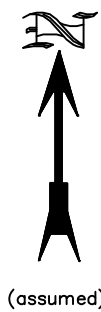
I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mittel P. Balch

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2024

ORIGINAL SEAL IN RET.



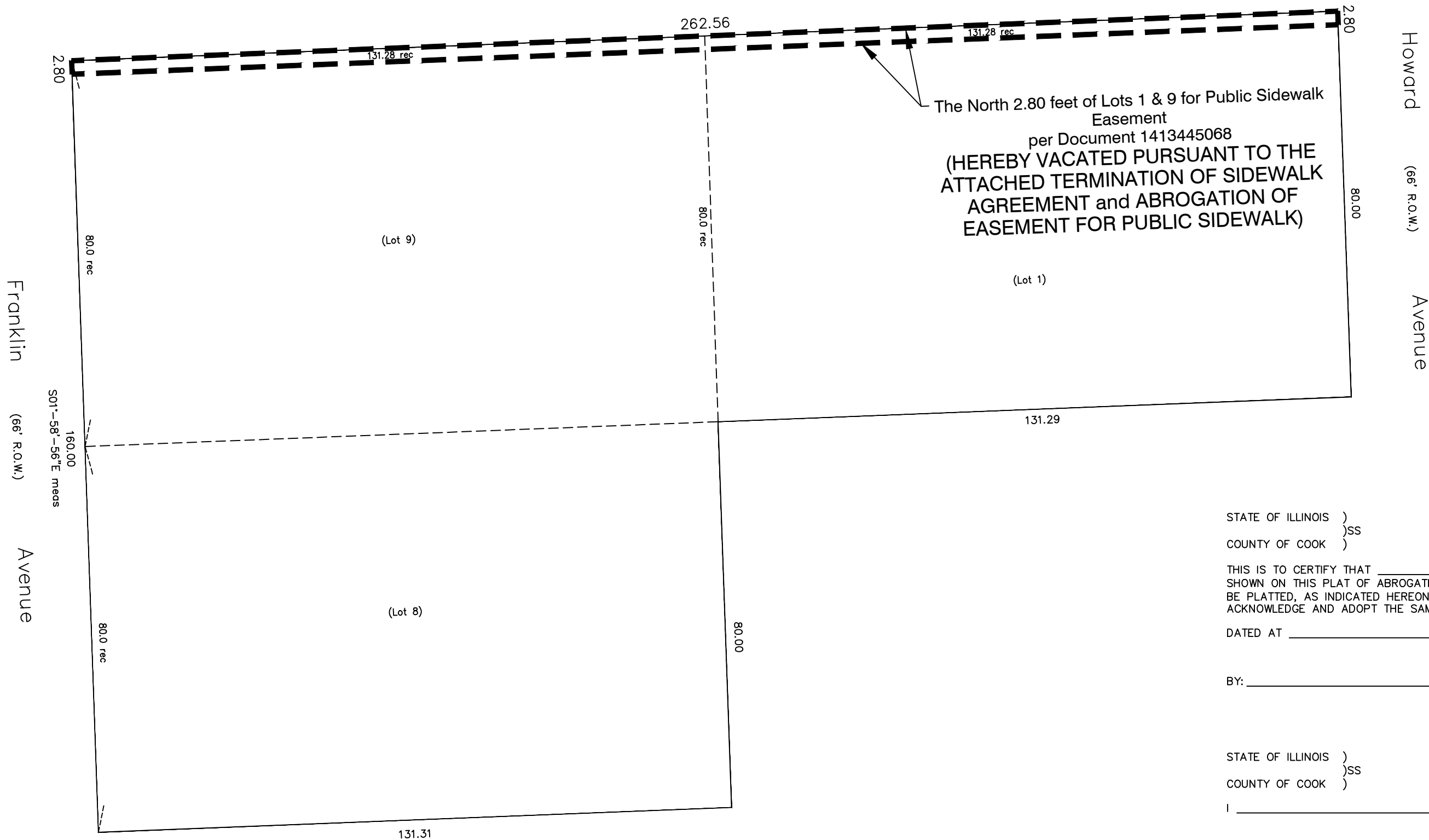
Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs

43rd (66' R.O.W.) Street



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABROGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABROGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 ____

Scale: 1 inch = _____ 20 _____ ft.
Order No. _____ 241854A _____
Ordered By: _____ Hawbecker & Garver, LLC _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

Prepared by & Return to:
Matthew M. Klein
322 W Burlington
LaGrange IL 60525

18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Above Space For Recorder's Use Only

**TERMINATION OF SIDEWALK AGREEMENT
and
ABROGATION OF EASEMENT FOR PUBLIC SIDEWALK**

This **TERMINATION OF SIDEWALK AGREEMENT and ABROGATION OF EASEMENT** (Agreement) is made this ____ day of December, 2024, by Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs, (Church) as owner of tracts of land described in Exhibit A , and The Village of Western Springs (Village), as the holder of an easement over a portion of the land described in Exhibit A.

Whereas, the Church is the owner of 4300 Franklin Ave, Western Springs, IL, (further described in Ex A), and is a maker of a certain Letter of Agreement between the Church and the Village dated April 28, 2014, and Grantor under a Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County, Illinois as Document 1413445068; and,

Whereas, the Village is also a maker of a certain Letter of Agreement between the Church and the Village dated April 28, 2014, and as Grantee under a Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County Illinois as Document 1413445068; and,

Whereas, the Church and the Village each deem such Easement no longer needed to serve the interests of the Church or the needs of the Village, and have agreed to Abrogate the Plat of Easement for Public Sidewalk, to the relocation of the public sidewalk within the Village's 43rd Street right of way, to remove the diagonal parking spaces on 43rd Street, and to restoration of the curb and parkway.

NOW, THEREFOR, the Church and the Village hereby abrogate, terminate, and otherwise deem to hold for naught, that certain Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County, Illinois as Document 1413445068, together with the Letter of Agreement between the Church and the Village dated April 28, 2014 recorded therewith.

Executed this ____ day of December, 2024

Hinsdale United Methodist Church,
as successor to
the First United Methodist Church of Western Springs

By:
Its:

Agreed:
Village of Western Springs

By:
Its:

Attest:
Its Clerk:

I, _____, a Notary Public, in and for the County and State

aforesaid, DO HEREBY CERTIFY THAT _____, who is personally known to me to be the _____ of the Hinsdale United Methodist Church, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act of the Church, and his own free and voluntary act for the uses and purposes therein set forth,

Given under my hand and notarial seal this _____ day of December, 2024.

Notary Public

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____,

and _____ who are personally known to me to be the _____

and _____ of the Village of Western Springs, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and the free and voluntary act of the Village, for the uses and purposes therein set forth,

Given under my hand and notarial seal this _____ day of December, 2024.

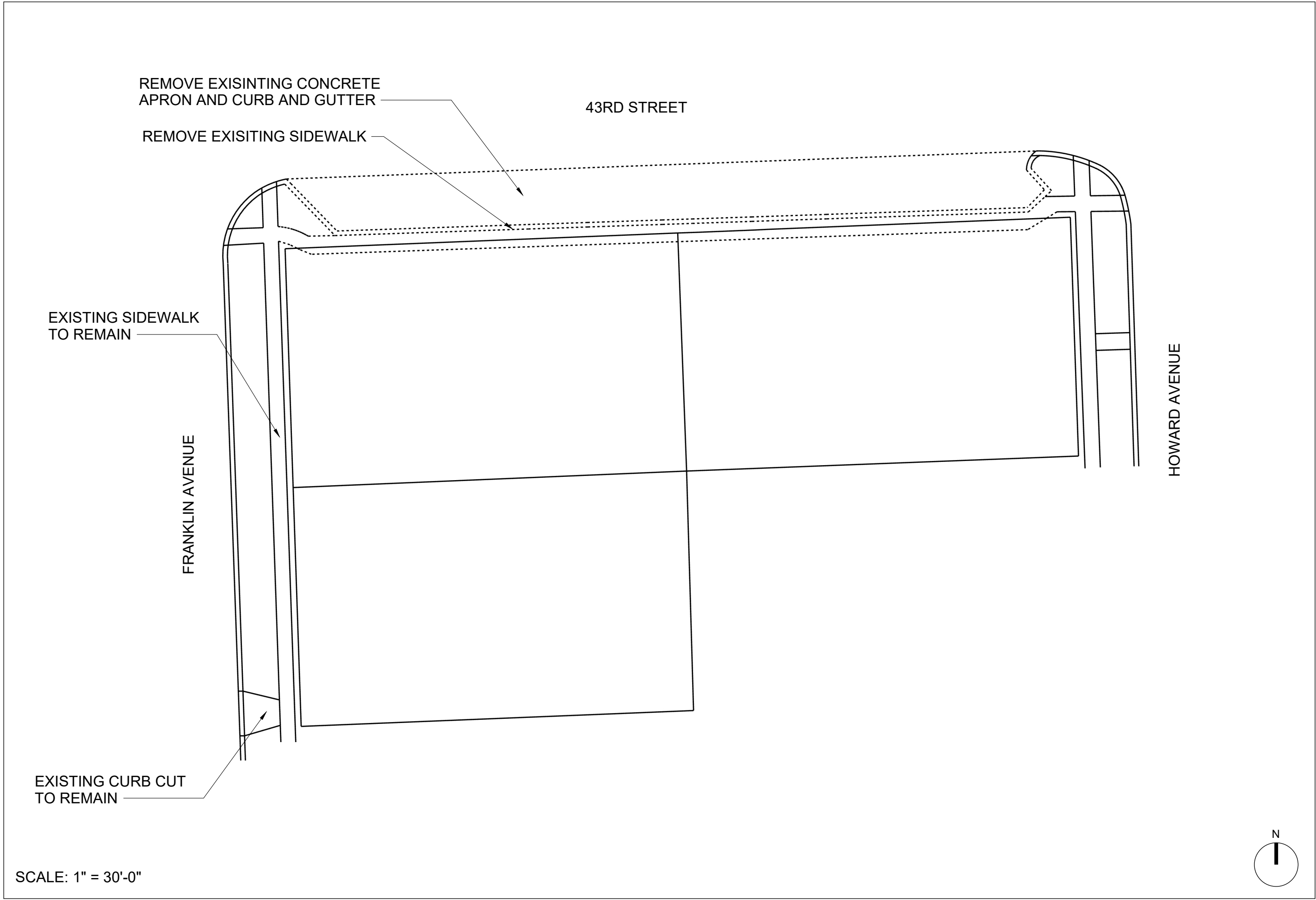
Notary Public

Attachments:

Exhibit A

Legal Description Parcel - 4300 Franklin, Western Springs Illinois

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



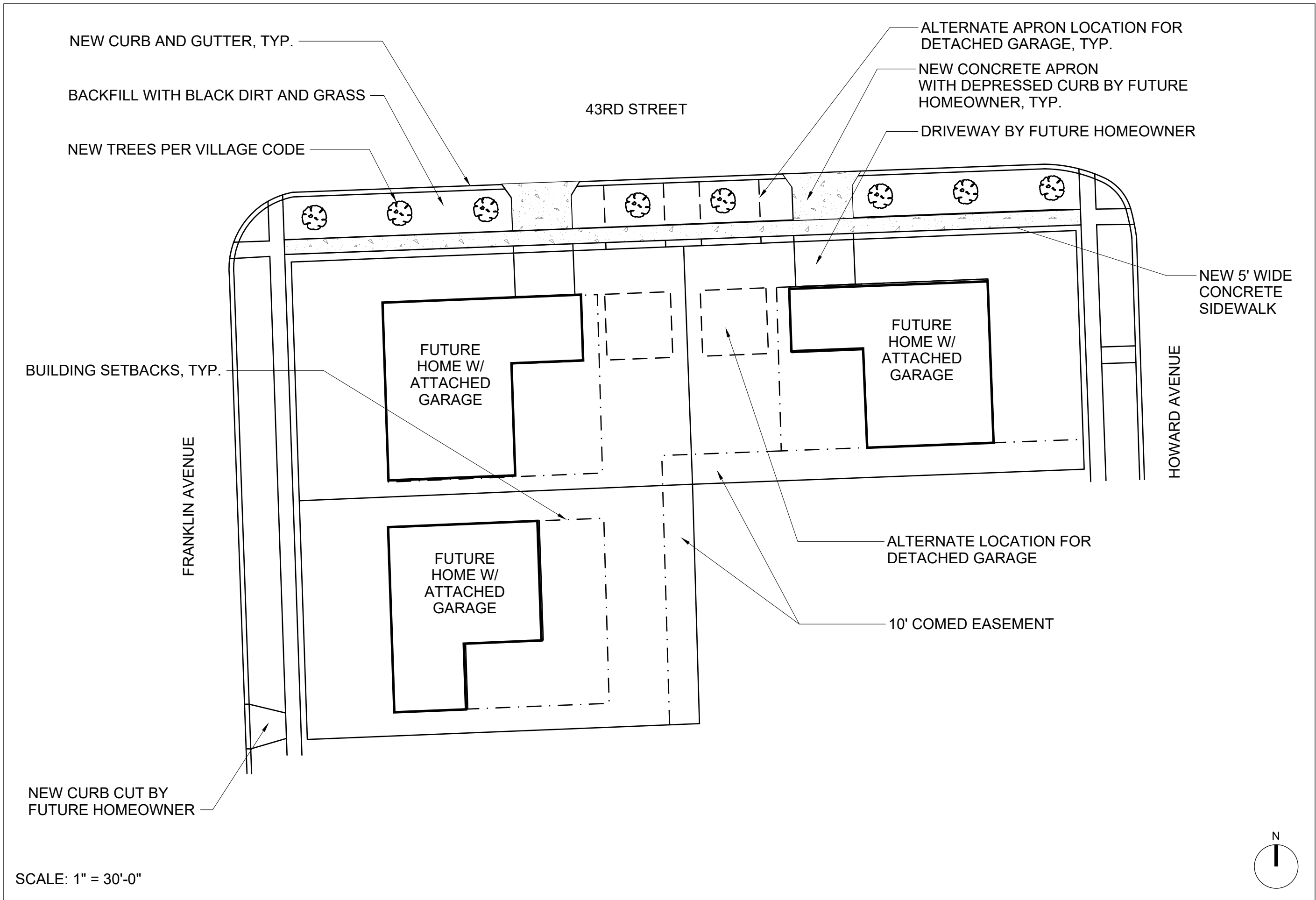
**PARKWAY
DEMOLITION
PLAN**

A.01

ISSUE
10/22/2024
DRAWN BY
BD

PROJECT
4300 Howard
Western Springs

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521



PARKWAY RESTORATION PLAN

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

Attachment 2

RESOLUTION NO. 14-2268

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Gallagher, Glowiak,

Hansen, Horvath, Tymick, Word and

President Rodeghier.

Voting nay: none.

DATE: April 28, 2014

OTHER:

A RESOLUTION APPROVING PLAT OF
EASEMENT FOR PUBLIC SIDEWALK AND
A RELATED LETTER OF AGREEMENT
BETWEEN THE VILLAGE OF WESTERN
SPRINGS AND THE FIRST UNITED
METHODIST CHURCH OF WESTERN
SPRINGS IN REGARD TO THE
CONSTRUCTION AND MAINTENANCE OF
A PUBLIC SIDEWALK LOCATED
PARTIALLY IN THE SOUTH SIDE OF THE
43RD STREET RIGHT-OF-WAY AND
PARTIALLY IN THE SIDEWALK
EASEMENT GRANTED BY THE CHURCH
ON ITS 4300 HOWARD AVENUE
PROPERTY.

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs ("Village") and the First United Methodist Church of Western Springs, 4300 Howard Avenue, Western Springs, Illinois ("Church") have agreed to create a sidewalk easement on a portion of the Church's property adjacent to the 43rd Street right-of-way for purposes of reconstructing an existing sidewalk that will be located in part within the sidewalk easement to be created on a portion of the Church's property and in part within the 43rd Street right-of-way so that additional on-street parking spaces can be constructed within the south side of the 43rd Street right-of-way between Franklin Avenue and Howard Avenue. Attached to this Resolution is a copy of a "Plat of Easement For Public Sidewalk" ("Plat"), which shows the location of the sidewalk easement and contains the legal description for the sidewalk easement. The Plat is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village and the Church also have reached an agreement in regard to the construction and future maintenance of the sidewalk and certain restoration work, to be performed by the Village's contractor, to the Church's real property and to the Church's handicap ramp and railing, and exterior lighting as part of the sidewalk replacement project. The agreement reached by the Village and the Church is set forth in the attached "Letter of Agreement Between the Village of Western Springs and the First United Methodist Church of Western Springs In Regard to the Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-Of-Way and Partially in the Sidewalk Easement Granted by the Church on Its 4300 Howard Avenue Property" ("Letter of Agreement"), which is attached hereto as **Exhibit "B"** and made a part hereof. Attached to the Letter of Agreement as **Exhibit "1"** is a copy of the "Methodist Church Exhibit," which depicts the project improvements; and

WHEREAS, on April 14, 2014 and April 28, 2014, pursuant to notice as required by State law, the Village President and Board of Trustees of the Village of Western Springs held public meetings at which they considered the approval of the attached Plat of Easement For Public Sidewalk and the Letter of Agreement, and have determined that approval of these documents are in the best interests of the Village, the members of the Church and the public; and

WHEREAS, in accordance with the authority set forth in 65 ILCS 5/11-15-1 (Approval of Maps and Plats; Prerequisite to Recording), Article VII of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Village President and Board of Trustees of the Village of Western Springs approve the attached Plat of Easement For Public Sidewalk and the Letter of Agreement.

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

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

SECTION 2: The Village President and Board of Trustees of the Village of Western Springs approve the following attached documents:

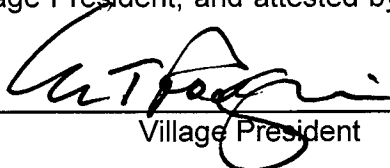
1. Plat of Easement For Public Sidewalk, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.
2. Letter of Agreement Between the Village of Western Springs and the First United Methodist Church of Western Springs In Regard to the Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-Of-Way and Partially in the Sidewalk Easement Granted by the Church on Its 4300 Howard Avenue Property, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof. Attached to the Letter of Agreement as **Exhibit "1"** is a copy of the "Methodist Church Exhibit," which depicts the project improvements.

The Village President and Board of Trustees of the Village of Western Springs authorize and direct the Village President, Village Clerk, Village Collector, Village Engineer and any other necessary Village official, or their designees, to sign the attached Plat of Easement For Public Sidewalk and the Letter of Agreement so that they can be filed with the Office of the Cook County Recorder of Deeds.

SECTION 3: A certified copy of this Resolution and the original of the attached Plat of Easement For Public Sidewalk and the Letter of Agreement be recorded with the Office of the Cook County Recorder of Deeds by the Village after all of the required signatures are placed on the documents.

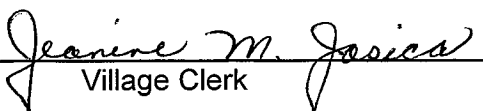
SECTION 4: This Resolution shall take effect from and after its adoption and approval.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 28th day of April, 2014, and approved by me as Village President, and attested by the Village Clerk on the same day.



Village President

ATTEST:



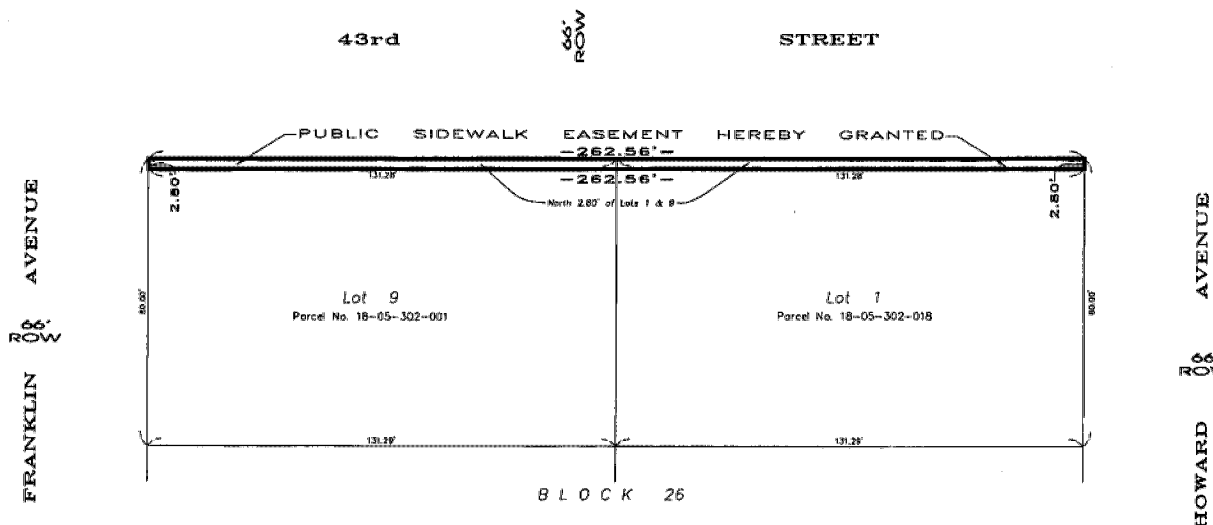
Village Clerk

Exhibit "A"

Plat of Easement For Public Sidewalk

(attached)

PLAT OF EASEMENT for PUBLIC SIDEWALK



LEGAL DESCRIPTION

THE NORTH 2.80 FEET OF LOTS 1 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION OF THE WEST 3/4 OF THAT PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD AND THAT PART OF THE EAST 1638.71 FEET OF THE WEST 1888.2 FEET OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF NAPERVILLE ROAD, (NOW OGDEN AVENUE), IN COOK COUNTY, ILLINOIS.

SURVEYOR CERTIFICATE

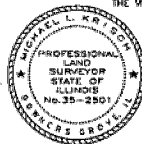
STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, MICHAEL L. KRISCH, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PLATTED FOR EASEMENT PURPOSES THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING THE SAME FOR SAID PURPOSES AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID GRANT OF EASEMENT.

SCALE OF MAP IS 20 FEET PER ONE INCH.

GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF FEBRUARY A.D. 2014, IN DOWNERS GROVE, ILLINOIS.

Michael L. Krisch
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2501,
LICENSE EXPIRES NOVEMBER 30, 2014



VILLAGE BOARD

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, THIS 22nd DAY OF April, 2014

SIGNED: *[Signature]*
PRESIDENT OF THE BOARD OF TRUSTEES
ATTEST: *Elaine Haeske*
Deputy Village Clerk

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "PUBLIC SIDEWALK EASEMENT" AREAS SHOWN ON THIS PLAT. SAID EASEMENT TO BE FOR THE INSTALLATION AND MAINTENANCE OF A PUBLIC SIDEWALK. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC SIDEWALK EASEMENT" AREA, NOR SHALL ANY OTHER USE BE MADE THEREOF WITHOUT THE APPROVAL OF THE VILLAGE OF WESTERN SPRINGS.

OWNER CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT, *First United Methodist Church of Western Springs* IS THE OWNER OF THE LAND HEREIN DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE PLATTED AND RECORDED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT *Western Springs, IL*

THIS *7th* DAY OF *May*, A.D. 2014

BY: *[Signature]*

ATTEST: *[Signature]*

NOTARY

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

Elaine Haeske, a NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT *DANIEL LITNER* AND

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS *7th* DAY

OF *May*, A.D. 2014

AT *Western Springs*, ILLINOIS.

Elaine Haeske
NOTARY PUBLIC

Prepared For: VILLAGE of WESTERN SPRINGS

KRISCH LAND SURVEYING, LLC

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004233
P.O. BOX 923 • PLAINFIELD, IL 60544 • Phone: 630.827.5588
Fax: 630.818.3818

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT
Scale 1"=20' (Drawn: *CHK:MLK* COX File: *END File:14-004*)



Exhibit "B"

**Letter of Agreement Between the Village of Western Springs
and the First United Methodist Church of Western Springs
In Regard to the Construction and Maintenance of a Public Sidewalk
Located Partially in the South Side of the 43rd Street Right-Of-Way
and Partially in the Sidewalk Easement Granted by the Church
on Its 4300 Howard Avenue Property**

(attached)

April 28, 2014

**Letter of Agreement
Between the Village of Western Springs and
the First United Methodist Church of Western Springs**

First United Methodist Church of Western Springs
4300 Howard Avenue
Western Springs, Illinois 60558
Attn: Ms. Christina Vosteen

Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: William T. Rodeghier
Village President

Re: Construction and Maintenance of a Public Sidewalk Located Partially in the South Side of the 43rd Street Right-Of-Way and Partially in the Sidewalk Easement Granted by the First United Methodist Church of Western Springs on Its 4300 Howard Avenue Property

Corporate Approvals:

On April 24, 2014, the corporate authorities of the First United Methodist Church of Western Springs ("Church") took action to approve this Letter of Agreement and a Plat of Easement For Public Sidewalk in regard to the above referenced matter.

On April 28, 2014, the corporate authorities of the Village of Western Springs ("Village") approved Resolution No. 14-2268 in regard to the above-referenced matter, which granted the Village's approval of this Letter of Agreement and the Plat of Easement For Public Sidewalk. A copy of the final version of the Plat of Easement For Public Sidewalk is attached to Resolution No. 14-2268 as **Exhibit "A"**. A copy of the final version of this Letter of Agreement is attached to Resolution No. 14-2268 as **Exhibit "B"**.

Obligations of the Village:

1. The Village, at its cost, will retain a contractor to install a new public sidewalk within the sidewalk easement created by the above-referenced Plat of Easement For Public Sidewalk. The Village, at its cost, will be responsible for the future repair and maintenance of the public sidewalk installation, but this maintenance obligation does not include snowplowing or salting.
2. The Village, at its cost, will retain a contractor to install new public parking spaces within the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue. The Village, at its cost, will be responsible for the future maintenance of the public parking spaces.
3. As part of the sidewalk and parking space construction project, the Village's contractor will remove certain Church-owned landscape vegetation and grass, a portion of the existing handicap ramp and related railing, and certain exterior landscape lighting, which are located within the sidewalk easement or within the temporary access construction easement. The Village, at its cost, will be responsible for the restoration and replacement of the removed or disturbed portions of the landscape vegetation and grass with top soil and sod (unless the Church requests in writing another type of replacement material prior to the commencement of the work), the handicap ramp and related railing, and the exterior landscape lighting and related wiring. The exterior landscape lighting fixtures and related wiring will be relocated to an area immediately adjacent to and south

of the easement; any fixtures or wiring damaged by the Village's project will be replaced. The restoration and replacement work will be performed with like-kind and like-quality materials.

4. The work items described in Items 1., 2. and 3. above in regard to the Village construction project will be performed in accordance with all applicable laws and ordinances.

Obligations of the Church:

1. As of the date of final completion of the work items described in Items 1., 2. and 3. above under the Village's Obligations, the Church, at its cost, will be responsible for the future maintenance of the restored landscape vegetation and grass, all portions of the handicap ramp and related railing (the existing portions and the replaced portions), and the relocated or replaced exterior landscape lighting and related wiring.
2. The Church, at its cost, may relocate any portion of the existing landscape vegetation that are within the easement and the temporary access construction easement prior to the commencement of the work.
3. If the Church decides to install improvements of any kind in the sidewalk easement, the maintenance responsibilities for such improvements shall be the obligation of the Church.
4. If the Church decides to redevelop its 4300 Howard Avenue Property in a manner that proposes to remove or relocate some or all of the public sidewalk within the sidewalk easement, the Village and Church agree to negotiate the expansion, relocation or termination of the sidewalk easement in order to accommodate the relocation of the public sidewalk so as to maintain east-west pedestrian sidewalk access along the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue. If the public sidewalk is replaced or relocated, in whole or in part, as a result of a Church project, the removal costs of the existing sidewalk and the construction costs of the new sidewalk shall be the obligation of the Church.
5. The Church grants to the Village a temporary access construction easement on, under, across and over that portion of the Church's 4300 Howard Avenue Property located adjacent to the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue for purposes of allowing the Village and its contractor and subcontractors to enter onto the Property to construct the public sidewalk within the sidewalk easement and to complete the restoration and replacement work described in Items 1., 2. and 3. above under the Village's Obligations, including the staging of any equipment and materials necessary to perform and complete such work. The temporary access construction easement shall automatically expire on the date of final completion of the work items described in Items 1., 2. and 3. above under the Village's Obligations.

ABOVE TERMS APPROVED BY THE VILLAGE OF WESTERN SPRINGS:

BY: _____

Village President

DATE: April 28, 2014.

ABOVE TERMS APPROVED BY FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS:

BY: _____

Chairperson

DATE: May 7, 2014.

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 14-2268

A RESOLUTION APPROVING PLAT OF EASEMENT FOR PUBLIC SIDEWALK AND A RELATED LETTER OF AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS IN REGARD TO THE CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK LOCATED PARTIALLY IN THE SOUTH SIDE OF THE 43RD STREET RIGHT-OF-WAY AND PARTIALLY IN THE SIDEWALK EASEMENT GRANTED BY THE CHURCH ON ITS 4300 HOWARD AVENUE PROPERTY

which was passed by the Village President and Board of Trustees of the Village of Western Springs at a regular meeting held on the 28th day of April, 2014, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 28th day of April, 2014.

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

AYES: Gallagher, Glowiak, Hansen, Horvath, Tymick, Word, President Rodeghier

NAYS: None

ABSENT: None

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 28th day of April, 2014.


Village Clerk

Attachment 3

ORDINANCE NO. 18-2934

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Hanson, Allen,

Rudolph, Tyrrell and President

Gallagher.

Voting nay: None.

Absent: Trustees Siffermann and Tymick.

DATE: September 24, 2018

OTHER:

AN ORDINANCE APPROVING A CONDITIONAL
USE PERMIT FOR THE INSTALLATION AND
OPERATION OF AN EARLY CHILDHOOD
EDUCATION CENTER AT THE 4300 HOWARD
AVENUE PROPERTY.

WHEREAS, the LaGrange Area Department of Special Education (Executive Director: Ellie Ambuehl) (the "Applicant") has filed an application (the "Application") pursuant to Section 10-3-14, *et seq.* of the Western Springs Development Control Ordinance ("DCO") seeking a Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief"), at the 4300 Howard Avenue property (the "Property"), which currently is improved and used as a church owned by the First United Methodist Church of Western Springs (the "Property Owner"). The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner. The legal description of the Property is set forth on **EXHIBIT "A"** attached hereto and made a part hereof; and

WHEREAS, if approved, the early childhood education center will be installed within and operated out of the church located on the Property. The Applicant will be the operator of the early childhood education center, which is a school use listed as a conditional use under Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of Chapter 6 (Residential District Regulations) of Title 10 of the DCO. The Village's Comprehensive Land Use Plan designates the Property as "educational and institutional"; and

WHEREAS, the Applicant initially submitted an Application dated November 22, 2016, and then submitted an updated Application in 2018 with supporting documents, to petition for approval of the Zoning Relief, which included a cover letter signed by the Applicant's Executive Director, dated January 30, 2018, with further revisions dated May 1, 2018; a Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated) (the "Traffic Plan"); a First Floor Education Wing Floor Plan for the Property (undated); a Basement Level Education Wing Floor Plan for the Property (undated); a Location Plan with Zoning of the Property (undated); Photographs/Architectural Elevations for the Property (undated); the Applicant's List of Participating School Districts (undated); and LADSE / Drop Off and Pick Up Plan (undated); (collectively referred to as the "Site Plan and Development Plans"). The Site Plan and Development Plans are on file with the Village and are incorporated herein by reference as **GROUP EXHIBIT "B"** and made a part hereof; and

WHEREAS, pursuant to notice published in a newspaper and posted as required by State law and the Village Code, a public hearing was conducted on August 13, 2018 (the "Public Hearing"), by the Western Springs Plan Commission, to consider the requested relief sought in the Applicant's Application; and

WHEREAS, after closing the Public Hearing on August 13, 2018, the Plan Commission approved Recommendation No. 18-01 relative to the Applicant's Application, and the Plan Commission favorably recommended approval of the Zoning Relief and the Site Plan and Development Plans, subject to certain recommendations and conditions. A copy of Recommendation No. 18-01 is incorporated herein by reference as **EXHIBIT "C"** and made a part hereof; and

WHEREAS, the Village Board, at the September 10, 2018 Workshop Meeting and the September 24, 2018 Village Board Meeting, considered the findings and recommendations made by the Plan Commission in Recommendation No. 18-01 and approved and adopted the findings and recommendations of the Plan Commission set forth in Recommendation No. 18-01 (attached hereto as **EXHIBIT "C"**), and incorporate such findings and recommendations by reference into this Ordinance as if they were fully set forth herein; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village to approve the Application, the Requested Zoning Relief, and the Site Plan and Development Plans, subject to the attached Exhibits and the conditions set forth in Section 3 below of this Ordinance.

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

SECTION 1: The Whereas paragraphs set forth above are material provisions of this Ordinance and are incorporated into this Section 1 by reference and made a part hereof.

SECTION 2: The President and Board of Trustees of the Village of Western Springs grant the following approvals relative to the Application, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:

A. Approval of a Conditional Use Permit for the Applicant for the purpose of installing and operating an early childhood education center on the Property in accordance with the final version of the Village Board-approved Site Plan and the Development Plans.

SECTION 3: The approval of the Application and the Site Plan and Development Plans granted in Section 2 above are subject to the following:

A. Approval by the President and Board of Trustees of the final versions of the Site Plan and Development Plans, after amendments are made to address the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board.

B. The installation of the early childhood education center and all on-site improvements shall be constructed in substantial conformance with the final version of the Site Plan and Development Plans, as approved by the Village Board, and shall conform to all applicable Village Codes and those of other applicable units of government, except as otherwise modified by this Ordinance and the Ordinance that approves the final version of the Site Plan and Development Plans.

C. The President of First United Methodist Church of Western Springs (Property Owner) and the Executive Director of the LaGrange Area Department of Special Education (Applicant), and their successors in interest, agree to execute the Acknowledgment Page attached to this Ordinance and to abide by the conditions, terms and provisions set forth in this Ordinance.

SECTION 4: The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5: Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

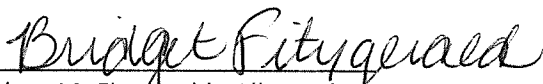
SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 7: A certified copy of this Ordinance shall be recorded against title to the Subject Property with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with stamped copies of this Ordinance after it is filed with the CCRD.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of September, 2018, and approved by the Village President on the same day.


Alice F. Gallagher, Village President

ATTEST:


Bridget M. Fitzgerald, Village Clerk

ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 18-?????



First United Methodist Church of Western Springs (Property Owner)

By: [Signature]
Name: DAVID STONE
President

By: Lauren Cantore Gonzalez
Name: Lauren Cantore
Notary Public

Date: 10-4-18

Date: 10/9/2018
Commission Expires: 5/16/22

LaGrange Area Department of Special Education (Applicant)

By: [Signature]
Name: Ellie Ambuehl
Executive Director

By: Therese M. McGann
Name: Therese M. McGann
Notary Public

Date: 10/3/18

Date: 10-3-18
Commission Expires: 12-4-18



JURAT/AFFIDAVIT CERTIFICATE

State of Illinois

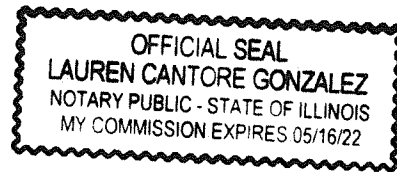
County of DUPAGE

Signed and sworn (or affirmed) to before me on OCTOBER 9TH 2018 (date) by

DAVID STONE (name of person) as TRUSTEE CHAIR

(type of authority) of 1ST UNITED METHODIST CHURCH (name of party on behalf
of whom instrument was executed).

(seal)



signature of notary public

This certificate is attached to a document dealing with/entitled zoning for
1st-united church.

EXHIBIT "A"

Legal Description:

LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN Numbers: 18-05-302-001-0000
 18-05-302-018-0000
 18-05-302-002-0000

Common Address: 4300 Howard Avenue
 Western Springs, Illinois 60558

GROUP EXHIBIT "B"

Application dated November 22, 2016, and updated in 2018 with the following supporting documents:

- Cover letter signed by the Applicant's Executive Director, dated January 30, 2018;
- Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated);
- First Floor Education Wing Floor Plan for the Property (undated);
- Basement Level Education Wing Floor Plan for the Property (undated);
- Location Plan with Zoning for the Property (undated);
- Photographs/Architectural Elevations for the Property (undated);
- Applicant's List of Participating School Districts for the Property (undated); and
- LADSE / Drop Off and Pick Up Plan (undated).

(on file with the Village and incorporated by reference and made a part hereof)

1301 W. Cossitt LaGrange, IL 60525
Phone: 708.354.5730 Fax: 708.354.0733 TTY: 708.352.5994
www.ladse.org

Dr. Sheri Wernsing
Executive Director

January 30, 2018

To Whom It May Concern:

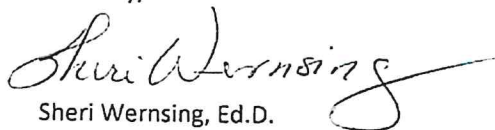
I am writing on behalf of LADSE, the LaGrange Area Department of Special Education, in partnership with the First United Methodist Church of Western Springs. Our partnership is based on a mutual desire to serve the public—in this instance we serve three to five-year old children who have communication-based disabilities.

LADSE itself is a partnership of fifteen school districts. Thirteen are elementary districts and two are high school districts. LADSE employs approximately 290 people to work with or on behalf of students in public schools. Most personnel are employed for the purpose of providing direct services to students in district classrooms, but LADSE also hosts approximately twenty elementary classrooms for students with disabilities. Most of these classrooms are located in public schools that provide same-age peers and include our students in activities available to all students in general education settings. In contrast, the three classrooms hosted at First United Methodist Church (FUMC) are for young students, all of whom have other opportunities for being part of a more traditional community or school-based setting. Most of our students at FUMC attend this site for only a half day, and either two or five days per week.

The spaces at FUMC are critical to LADSE. Member districts do not have three additional rooms to rent us for the purpose of hosting them. The church has three rooms that are available to us and church leaders believe these classrooms support the church's mission as well as providing a small amount of revenue through our user agreement.

I request that the Village of Western Springs approve our joint request for a conditional use permit, allowing LADSE to operate up to three classrooms in that facility through the 2018-2019 school year.

Sincerely,



Sheri Wernsing, Ed.D.
Executive Director

Supporting education for all children in the community school districts:

53 Butler	94 Komarek	102 LaGrange	107 Pleasantdale
61 Darien	95 Brookfield-LaGrange Park	103 Lyons	204 Lyons Township High School
62 Gower	96 Riverside	105 LaGrange South	208 Riverside Brookfield High School
92 1/2 Westchester	101 Western Springs	106 LaGrange Highlands	

Committed to excellence... Improving outcomes for all students

Beliefs

We believe that...

-
- All students are entitled to a safe, inclusive learning environment where they are respected and valued for their unique talents, experiences, and needs, where appropriate programs and supports result in successful, fulfilling school and life experiences.
 - Evidence-based practices and data-based decisions made through a formal problem-solving process improve student learning and achievement.
 - Timely intervention to address identified needs maximizes the opportunity for student success.
 - Collaborative partnerships among home, school, and community result in positive outcomes.
 - Employing highly-qualified, dedicated staff is essential to achieving positive student outcomes.
 - Quality professional development related to evidence-based practices is necessary to keep the organization fluid and moving toward positive outcomes.

Vision

LADSE is a special education cooperative that collaborates with its member districts to provide high-quality, evidence-based programs and services that result in positive outcomes for students.

Mission

LADSE will serve its member districts, responding to their collective needs, by...

-
- providing vision-driven leadership in educating diverse learners
 - offering a continuum of quality programs and services that result in positive student outcomes and successful transitions to adult life
 - offering high-quality and timely professional development to LADSE and district staff
 - managing available fiscal and personnel resources to ensure the highest value for all concerned

**APPLICATION FOR
CONDITIONAL USE PERMIT**

To: Patrick R. Higgins
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Petitioners submits this Application and its supporting documents to petition the Corporate Authorities for approval of certain zoning relief in order to operate an early childhood education center of approximately 1200 square feet in size located in the lower level of the Methodist Church in accordance with a Preliminary Plan (attached hereto) on the below described property ("Property"). Based on the regulations set forth in the Village's Development Control Ordinance ("DCO"), certain parts of the requested zoning relief will have to be considered by the Plan Commission and the Village Board as noted below.

Applicant: LaGrange Area Department of Special Education, LADSE
1301 W. Cossitt Ave.
LaGrange, Illinois 60525
(Central Office)

Subject Property Address: First United Methodist Church
4300 Howard Ave.
Western Springs, Illinois

Legal Description: LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-05-302-001, 18-05-302-018 & 18-05-302-002.

Lot Size: 31,506 sq.ft.

Current Zoning District: R-2 Single Family District

Zoning Relief Requested: Conditional use permit to allow an early childhood education center of approximately 1200 square feet in size (2-3 classrooms). Pursuant to Section 10-6-3(B) of the DCO a school is listed as a permitted conditional use under the R-2 District regulations. Pursuant to Section 10-3-6(B) of the DCO, the Plan Commission conducts the required public hearing and makes a recommendation to the Village Board, which has the final authority to grant approval of a conditional use permit.

INTRODUCTION

In addition to the narrative provided, per the Village Code we have answered the guidelines relating to all zoning relief required for approval. We believe that the request is worthy of approval and will continue to be an asset to the Village. The LaGrange Area Department of Special Education (LADSE) exists for the purpose of assisting its member districts in the education of students who have or are at-risk of disabilities. LADSE's request is to use the First United Methodist Church property for the purpose of educating up to 60 young students between the ages of three (3) to five (5) in two Communication Disordered (CD) classrooms and one Phonological classroom each week. It is important to note that only 17 to 25 students are typically in attendance at any one point in time. This is because most students attend half-day classes, morning or afternoon, five days per week. Other students attend 2 hours per day, morning or afternoon, four days per week (Monday through Thursday). Students are served by three teachers, many 1:1 paraprofessionals, and itinerant staff (e.g. speech-language pathologists or occupational therapists) who come for short periods of time. Students come to this program from any of LADSE's 13 elementary districts but only after educators complete evaluation and planning procedures in cooperation with their parents. Students in LADSE's CD classes exhibit communication and social skills deficits and respond well to highly structured classroom routines. Students in the Phonological class exhibit only a severe inability to be understood when they speak. LADSE personalizes the educational experiences of all students.

One LADSE member district, Western Springs District 101, recently used this facility for a similar purpose. District 101 successfully held classes for early childhood students at this location between the years of 2010 and 2014. The educational purpose of these classrooms is consistent with the ideals found in the Western Springs community and with the community-based mission of this church.

The Property is currently zoned R-2 Single Family Residence District and is surrounded by: (a) Field Park Elementary School to the east, which is also zoned R-2, (b) row homes and the future Music Makers facility to the south which are zoned SFA Single Family Attached and C-1 Village Center Commercial District, respectively, and (c) single family homes to the north which are zoned R-2 Single Family Residence.

The Village's Official Land Use Plan dated February 24, 2003 designates the property as "educational and institutional." Page 20 of the Plan, titled "Public and Institutional Land Use Policies," Section 3 states that the Village should remain cognizant of the needs of religious and assembly uses within the Village, and work with them to ensure of their ability to function effectively. Further, the Section titled "Public and Institutional Land Use Recommendations," Section 1 states that if the property should become available directly adjacent to a municipal, institutional, park, or open space use within the Village, consideration should be given to expanding these facilities, as needed. While the request is not an "expansion," it is a logical partnership given the proximity of the two institutions, with the express purpose of serving the Community.

Estimated Traffic Generation

We estimate that our daily morning and afternoon traffic generation will be between six and ten small school busses each and up to four (4) cars driven by parents who transport their own children. Busses stop for up to five minutes for loading and unloading students in front of the church on 43rd Street. Busses wait in staging areas either on block west of the church on 43rd Street or on Franklin Avenue near 43rd Street. Teachers and other full-time professionals park in

angled spots so that cars remain stationary during the school day. Parents park on Franklin Avenue or in angled parking when dropping off or picking up their children. No car is permitted to back up when busses are parked on 43rd street in front of the church. This safety measure prevents all drivers from interfering with bus activity. One teacher observes bus loading and unloading while paraprofessionals escort students between busses and their classrooms. At least one teacher and multiple paraprofessionals remain in the classrooms in order to supervise students during these times.

Traffic related to LADSE staff includes automobiles for three (3) teachers and approximately 10 paraprofessionals who require parking for the entire school day. Additional staff members include half-time paraprofessionals, and itinerant speech-language pathologists, occupational and physical therapists, and the LADSE supervisor (i.e., Colleen Brown). These individuals require short-term parking for the purpose of providing services to students and teachers. Staff who park full-day are encouraged to park in the angled parking. Itinerant staff are instructed to park on Franklin but one block North or South of the church. A list of traffic and parking requirements was developed for use by LADSE staff, by the Grand Prairie Transit bus company, and by parents who transport their own children to and from school in this location. The list is attached to this application.

LADSE's classroom times were adjusted to minimize overlap with traffic at Field Park Elementary School and McClure Junior High School. Specifically, bus drop-off times begin at 8:45 for students in the two CD classes and end just prior to the 9:30 beginning time of the Phono classroom (6 busses). Morning pick-up (exit) times begin at 11:15 and end between 11:45 and noon (10 busses). Drop-off begins at 12:15 for afternoon classes that begin at 12:30 (8-10 busses). Pick-up begins at 2:30 for students exiting the three classrooms (8-10 busses).

The existing traffic pattern and associated parking restrictions were modified in cooperation with the Village and Western Springs Police Department in 2010 as part of the planning associated with alleviating anticipated traffic, parking, and safety concerns. Due to the proactive approach taken to manage traffic and parking in this area, we respectfully request a waiver of the Estimated Traffic Generation Report.

Existing Lighting and Landscaping Plans

The existing lighting and landscaping improvements serve the church/school needs in regards to this usage request. No changes are intended.

CONDITIONAL USE PERMIT STANDARDS

Pursuant to Section 10-3-14(G) of the DCO, the following Standards need to be satisfied in order for the Village Board to approve a Conditional Use Permit:

- 1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.**

(The establishment, maintenance, and operation of the early childhood education center will not be detrimental to, or endanger the public health, safety, morals, comfort, or general

welfare. *In fact, the site will enhance this community by allowing for a coordinated program that personalizes services needed to meet the individual learning needs of young children in the LADSE community. It is important to note that the LADSE community includes Western Springs.*)

2. **That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.**

(The existing operation of the early childhood education center confirms that the center will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.)

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

(The establishment of the early childhood education center will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The other adjacent properties are almost entirely non-residential, fully developed, and being used for worship, education and commercial/office purposes.)

4. **That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

(Adequate public utilities, access roads, drainage and/or necessary facilities are present at the Property presently.)

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

(The attached Traffic Plan for LADSE Communication Disordered Classrooms at First United Methodist Church describe the efforts made by LADSE and its contracted provider of special transportation services, i.e., Grand Prairie Transit. LADSE has more than a twenty-year history of contracting with this busing company. This long-standing relationship supports effective problem solving and rapid response times. Redirecting the bus drop-off and pick-up location addresses our request to minimize bus standing time in front of the church and maximizing safety for all students.) All students are ambulatory.

6. **That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the Village of Western Springs.**

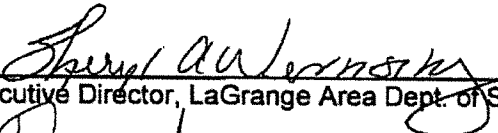
(The early childhood education center is not contrary to the objectives of the current comprehensive plan.)

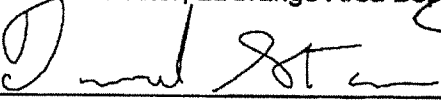
7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the plan commission and approved by the village board.

(The operation of the early childhood education center will conform to the applicable regulations of the R-2 District, except as such regulations may be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.)

CONCLUSION

Petitioners request that the Corporate Authorities approve the zoning relief requested above so that a center can be allowed to continue operating on the Property. Petitioners further request permission to operate through the 2019-2020 school year.

By:  Date: Jan. 31, 2018.
Executive Director, LaGrange Area Dept. of Special Education

By:  Date: 1-31 2018

Trustee, Dave Stone, First United Methodist Church

EXHIBITS TO APPLICATION

Exhibit "A" – First United Methodist Church First Floor Education Wing Floor Plan

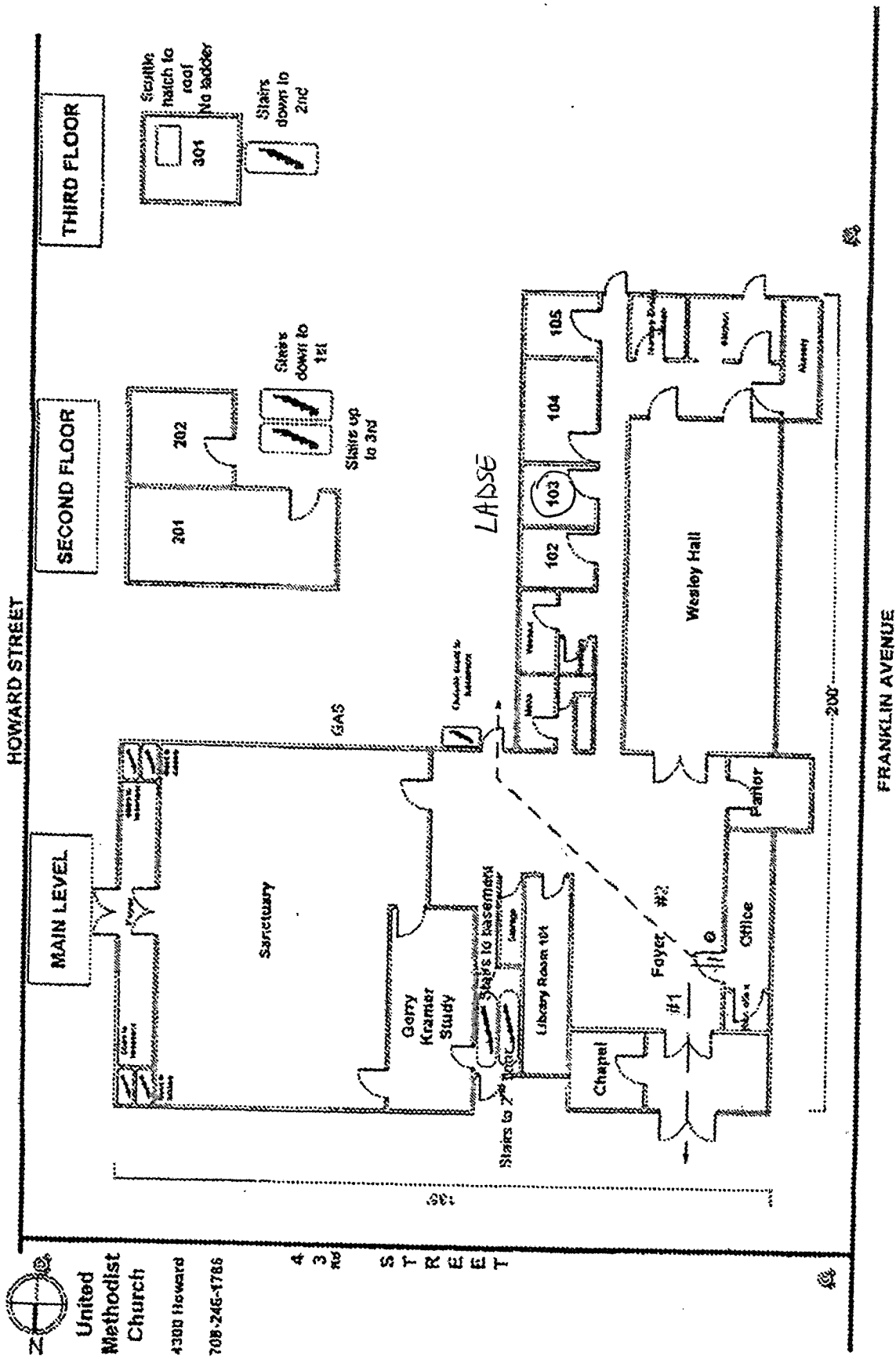
Exhibit "B" – First United Methodist Church Basement Level Education Wing Floor Plan

Exhibit "C" – Location Plan With Zoning

Exhibit "D" – Photos/Architectural Elevations

Exhibit "E" – Traffic Plan for LADSE Communication Disordered Classrooms at First United Methodist Church

Exhibit "F" - List of LADSE Districts



B

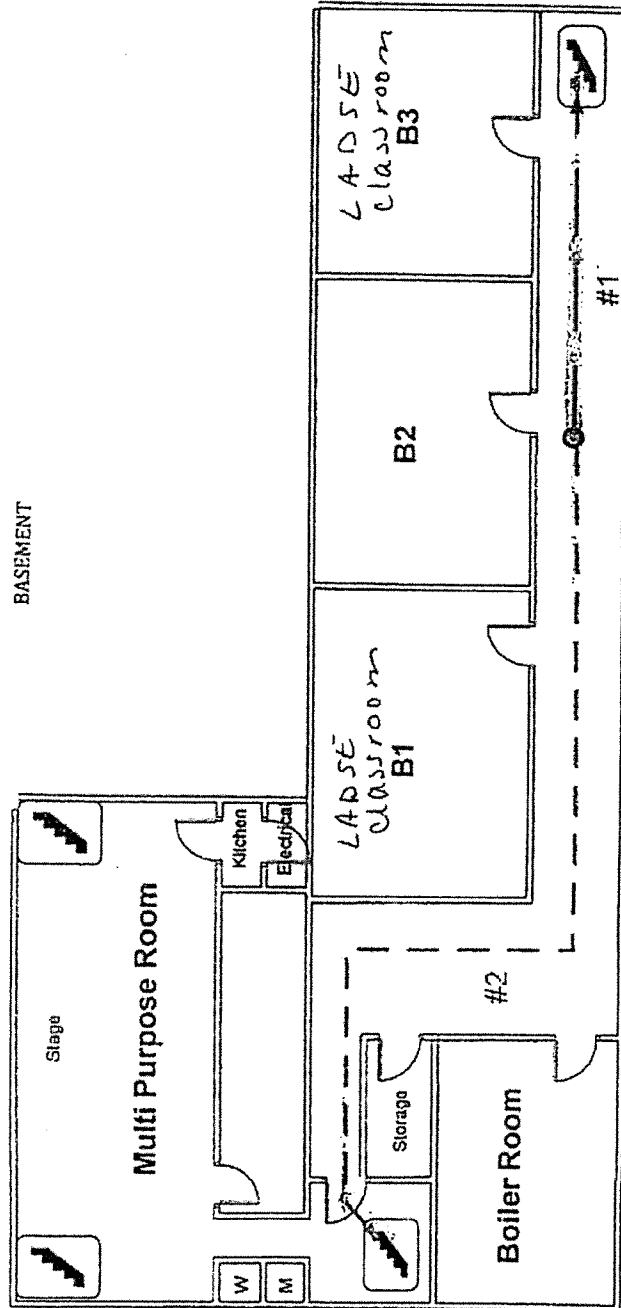
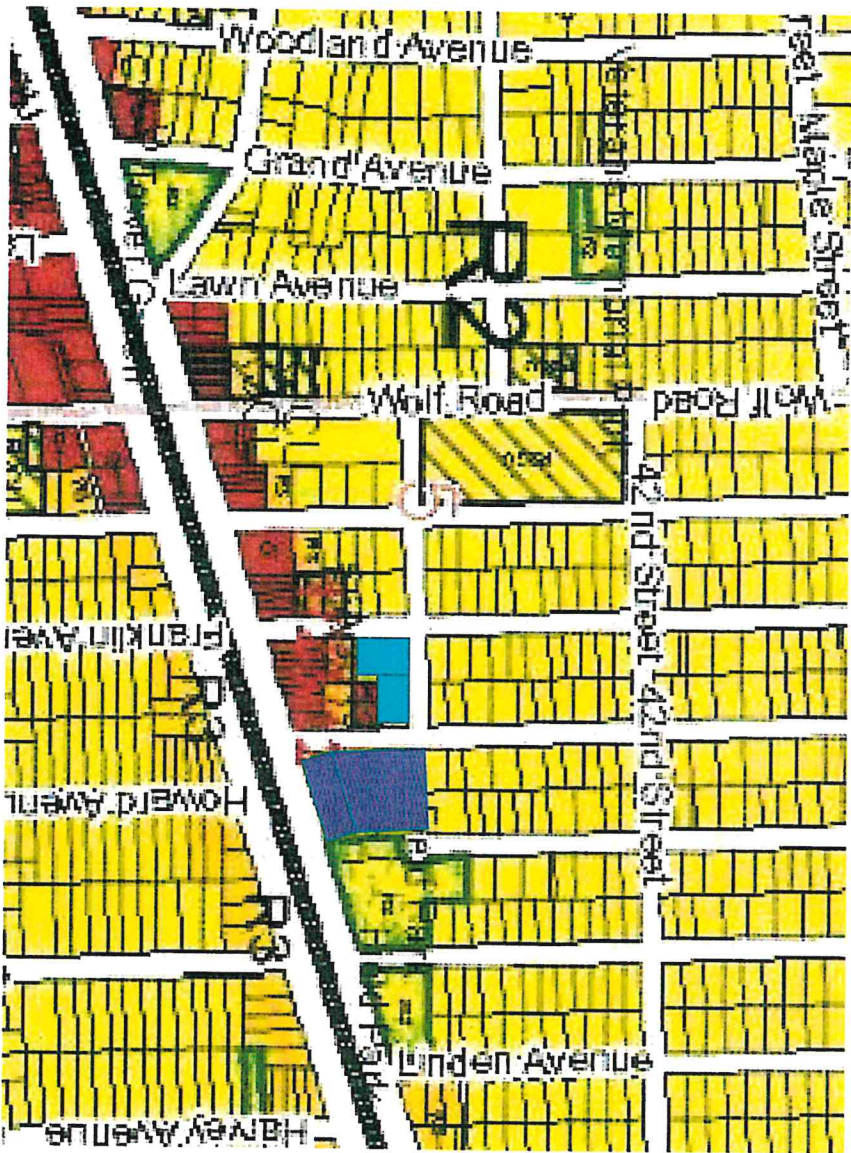


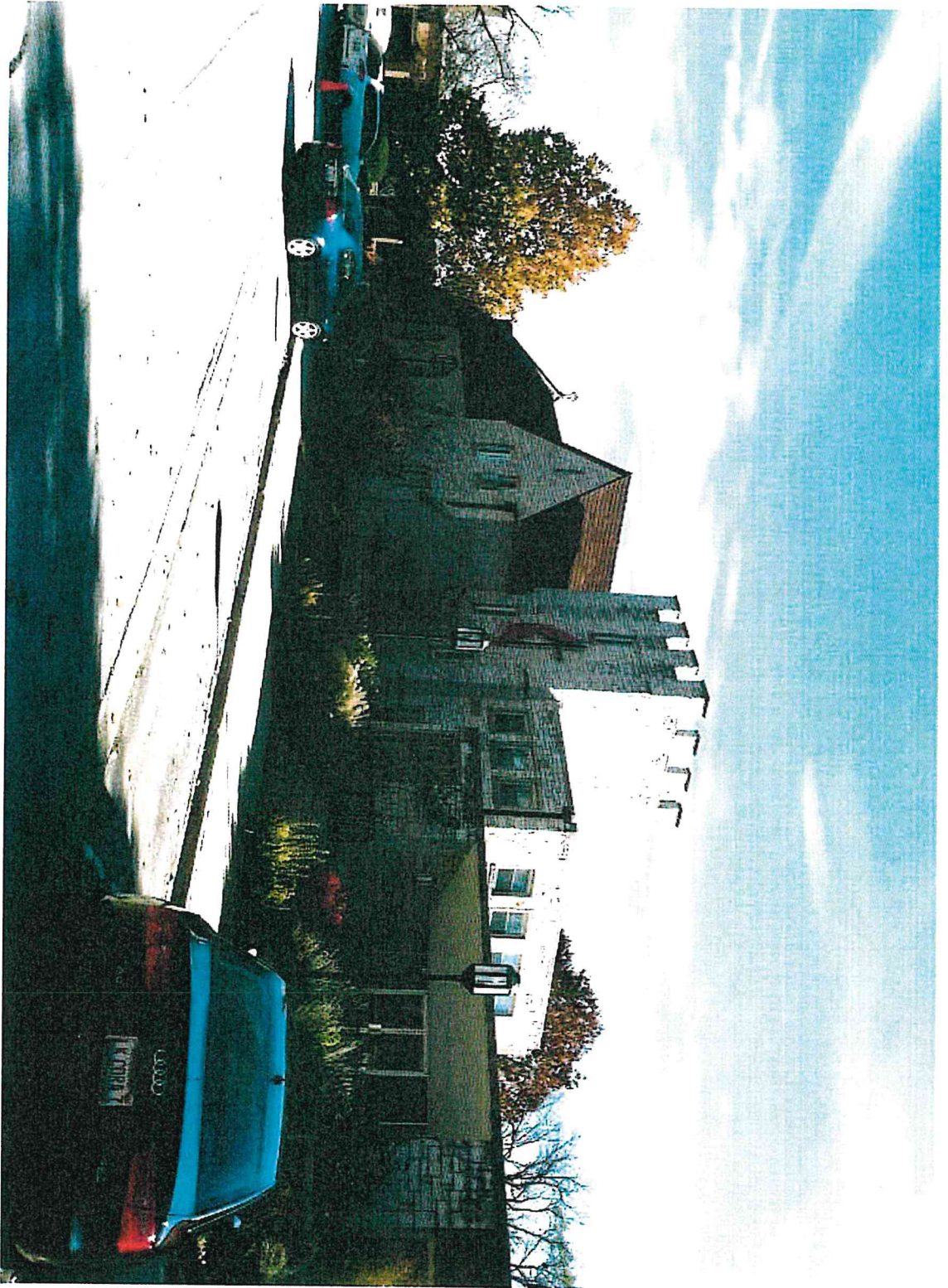
Exhibit C – Location plan with zoning



- Subject property
- Field Park School

Surrounding properties:

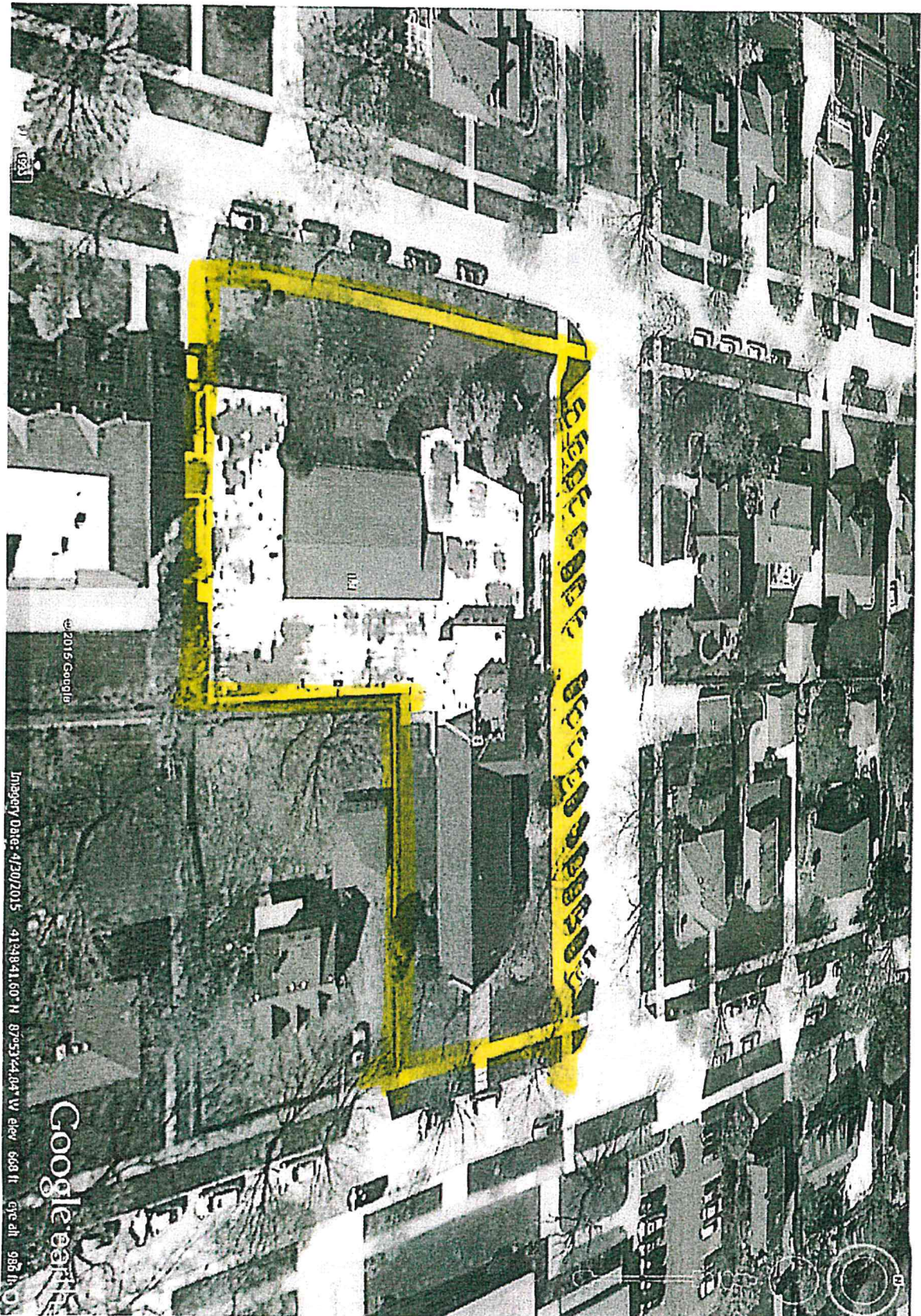
- C-1 (commercial) and SFA (single family attached) to the south
- R-2 (residential) to the north and west
- R-2 (residential) to east (Field Park School)



First United Methodist Church

Exhibit "D"

- BOUNDARY OF CHURCH PROPERTY



E

**Traffic Plan for LADSE Communication Development and Phonological Classrooms
At First United Methodist Church in Western Springs**

Busses:

Drop-off and pick-up will continue on 43rd Street in front of the main entrance to First United Methodist Church, behind cars parked in the angled spots. Bus drivers should follow all standard safety rules associated with drop-off and pick-up and aim to spend no more than five minutes in this location. Cars remain stationary once parked in the angled parking on 43rd Street so they do not interfere with bussing.

Park on Franklin Avenue or on 43rd Street, one block West of the church, while waiting to drop-off or pick-up students. These are approved staging areas.

Students will be greeted and escorted into the building by a paraprofessional. The paraprofessional will sign-off on the time and attendance sheet provided by Grand Prairie. If there is no time and attendance sheet, they will sign a route sheet to show which students were taken off or put on each bus and at what time. The same procedures will occur in reverse when picking-up students to leave school.

A teacher will observe and supervise drop-off and pick-up procedures, reporting problems to LADSE.

Parents:

You may use the angled parking in front of the church on 43rd street for short-term drop-off and pick-up, but avoid the spots directing in front of the church entrance where busses will be transporting students. You may not back out/up when busses are parked for either drop off or pickup of students.

Full-time Staff:

Park in the angled parking on 43rd Street or on Franklin. If parking on Franklin, observe signs that govern time of day and/or time limits. Once parked, cars must remain stationary until the last bus departs.

Paraprofessional escort students to and from classrooms, sign/initial next to student names, and report problems to teachers.

Teachers share daily supervision responsibilities in the classrooms and near the busses and report problems to program supervisor, Colleen Brown.

Part-time or Itinerant Staff:

Park on Franklin, preferably one block North or South of the church to allow for staging of busses. Observe parking signs.

Assist with supervision of students if you are assigned to do so by your supervisor and immediately report concerns to your LADSE supervisor.

Updated 1/31/18

Bus Schedule for First United Methodist Church

Time	Number of Buses	Duration	Notes
8:45-9:30	6	10 min. ea.	
11:15-11:45	10	10 min. ea.	
12:15-12:30	8-10	10 min. ea.	
2:30-2:55	10	10 min. ea.	

List of Elementary Districts Belonging to LADSE

Butler, District 53

Darien, District 61

Gower, District 62

Westchester, District 92.5

Komarek, District 94

Brookfield-LaGrange Park, District 95

Riverside, District 96

Western Springs, District 101

LaGrange, District 102

Lyons, District 103

LaGrange South, District 105

LaGrange Highlands, District 106

Pleasantdale, District 107

LADSE – Drop Off/Pick Up

School Day
Operations

Students arrive:

8:45 – 4 buses

11:30 – 3 buses

Students depart:

12:30 – 2 buses

2:55 – 2 buses

Each student is met by a paraprofessional (teacher/aide) and brought directly into the school



Small bus drop
off location

Teacher
Parking

7



05/02/18

Marty Scott
Director of Community Development

PRESIDENT

Alice Gallagher

TRUSTEES

Sheila Hansen

Edward Tymick

Berry Allen

Heidi Rudolph

William Siffermann

James Tyrrell

CLERK

Bridget Fitzgerald

MANAGER

Ingrid Veikme

DIRECTORS

Tracy Alden

Grace Turi

Pat Schramm

Martin Scott

Matthew Supert

Patrick Kenny

Brian Budds

Ellen Baer

LADSE and First United Methodist Church Traffic Plan

The Police Department has reviewed the conditional use application for LaGrange Area Department of Special Education (LADSE) to continue functioning within the First United Methodist Church. Our Department was asked to analyze the additional traffic related to LADSE. This was accomplished through field observations, meeting with LADSE staff, and conversations with the Community Development staff. The findings include the following:

- The traffic generated by LADSE includes, but is not limited to; school buses, teachers, paraprofessionals, and parents. The teachers park in the 43rd Street angled parking and nearby streets and remain in place throughout the day. Some parents choose to drop off their children. This is done by parking on nearby streets (e.g. Franklin, 43rd Street, etc.) and walking the child to the school until a teacher meets them. The majority of students arrive by bus at various times of day depending on their schedule. The bus schedule indicates approximately 34 to 36 buses per day. Our observations have indicated that the number of buses for each drop off/pick up period is actually slightly less in most cases. In our observations, buses were parked for a short time, and in most cases less than 5 minutes. We are aware that the number of buses can vary depending on the day, enrollment, and other factors. The bus schedule is an estimate for the busiest of school days.
- Past improvements to 43rd Street, including new parking restrictions for the north side of the street and a wider street design, have contributed to more efficient traffic flow and parking in the area. The parking restrictions were implemented following the initial review of the Music Makers project on Howard Avenue. The purpose was to eliminate school day parking along the north side of the street to allow safer traffic patterns for drivers near the school. The wider street design allows for vehicles parking in the diagonal spaces along the south side of 43rd Street to be fully off the street. In the past, a significant portion of vehicles parked in this location extended into the street. The new design makes the traffic flow and parking much safer.
- The LADSE Traffic Plan and bus schedule explain the comprehensive approach to parking, drop off, and general traffic flow. This system appears to work efficiently throughout the year.
- The Police Department has worked successfully with District 101 in the past and can achieve the same success with LADSE to ensure the safety of students and the public. For example, LADSE's classroom times were adjusted to minimize overlap with District 101's activities.

with traffic at Field Park Elementary School and Mc Clure Junior High School. The Department recommends the following improvements:

- Buses can stage on 43rd Street, Franklin Avenue, or on Hillgrove Avenue as they prepare for pick-up of students. The staging should be limited to two buses per location in order to not cluster in one location. If necessary, Hillgrove Avenue, west of Field Park School can be a possible alternative to a staging location when parking spaces along the north side are available.
- Parents picking up students must be educated in regards to the appropriate parking spaces along 43rd Street and adjoining streets. This can be completed with in-person conversations and instructional flyers.
- As a reminder, the bus drivers should be provided instructions at least twice per year, in writing, from LADSE regarding staging procedures.

Thank you,

Daniel M. Albrecht

Daniel M Albrecht

Deputy Chief of Police



JAMES J. BENES AND ASSOCIATES, INC.

950 Warrenville Road ▪ Suite 101 ▪ Lisle, Illinois ▪ 60532

Tel. (630) 719-7570 ▪ Fax (630) 719-7589

MEMORANDUM

Date: June 25, 2018

To: Martin A. Scott
Director of Community Development

From: James J Benes and Associates, Inc.
Daniel H. Schoenberg, PE
Project Engineer

Re: LADSE Application for Conditional Use Permit
Job No. 1540.065

As directed, we reviewed the application for conditional use permit for LaGrange Area Department of Special Education (LADSE) to conduct activities within the First United Methodist Church. We also reviewed the Traffic Plan dated May 2, 2018.

Existing Conditions

There is currently stop sign control for the 43rd Street approaches to the 43rd-Franklin intersection. There are parking restrictions, both weekday morning restrictions and time-limited parking on the streets near the church. We understand there have been no recorded crashes at the 43rd-Franklin intersection in the last five years. Recently the Transportation and Safety Commission concluded no further traffic control devices were needed at the intersection except for advisory signs to remind parkers to keep at least 20' from the crosswalks per the Rules of the Road.

Proposed Impact

The application predicts 3-6 buses before and after classes and perhaps four cars with parents picking up or dropping off students. Recent 12 hour intersection counts suggest 43rd and Franklin are performing as local streets, so the impact of these trips is minimal. Unlike other scholastic settings, the buses are small and do not stage for long times. They can be deployed at multiple sites to minimize disruption in any one area.

We have insufficient information by which to evaluate the adequacy of nearby parking. The report says about a dozen long-term parked vehicles are associated with this land use. We understand the Police Department has observed only compliant parking in the neighborhood, except where the advisory signs will be posted.

With this information, the traffic impact of the proposed conditional use should be minimal.

--END--

43rd Street – Franklin Ave
Stop Sign Warrants
Western Springs, Illinois
May 10, 2018

EXHIBIT "C"

**Western Springs Plan Commission
Recommendation No. 18-01**

(on file with the Village and incorporated by reference and made a part hereof)

VILLAGE OF WESTERN SPRINGS PLAN COMMISSION REPORT AND
RECOMMENDATION NUMBER 18-01

PLAN COMMISSIONERS PRESENT:

Jocelyn Brumbaugh, Peter Glimco, Roger Hendrick, Dennis Kelly, Michele Johan
and Scott McNaughton

ABSENT: *Peter Hanson.*

DATE: August 13, 2018

FINDINGS AND RECOMMENDATIONS TO THE VILLAGE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS

Re: Approval Of (1) Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief"), at the 4300 Howard Avenue property (the "Property"), which currently is improved with and used as a church by its owner, the First United Methodist Church of Western Springs (the "Property Owner").

Applicant: LaGrange Area Department of Special Education ("Applicant") (The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner.)

Property Owner: First United Methodist Church of Western Springs ("Property Owner")

Property: 4300 Howard Avenue, Western Springs, Illinois 60558

Current Zoning: R2 – Single Family Residence District

I. Findings – The Application and Public Hearing

A. The Applicant, an intergovernmental cooperative, has filed an application (the "Application") pursuant to Section 10-3-14 (Conditional Uses) of the Western Springs Development Control Ordinance ("DCO") seeking a Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief" or "Requested Relief" or "Requested Use"), at the 4300 Howard Avenue property (the "Property"), which currently is improved with and used as a church by its owner, the First United Methodist Church of Western Springs (the "Property Owner"). The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner. The legal description of the Property is set forth on Exhibit "A" attached hereto and made a part hereof.

B. The Property is located in the R2 – Single Family Residence District, and the early childhood education center, which is a school use, is listed as a "permitted" conditional use under Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of the DCO.

C. The Applicant initially submitted an Application dated November 22, 2016, and then submitted an updated Application in 2018 with the following documents for consideration and approval contained in the Application:

- Application Exhibit "1":** Cover letter signed by the Applicant's Executive Director, dated January 30, 2018
- Application Exhibit "2":** Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated)
- Application Exhibit "3":** First Floor Education Wing Floor Plan for the Property (undated)
- Application Exhibit "4":** Basement Level Education Wing Floor Plan for the Property (undated)
- Application Exhibit "5":** Location Plan with Zoning for the Property (undated)
- Application Exhibit "6":** Photographs/Architectural Elevations for the Property (undated)
- Application Exhibit "7":** Applicant's List of Participating School Districts for the Property (undated)
- Application Exhibit "8":** LADSE / Drop Off and Pick Up Plan (undated)

The Application and Exhibits are on file with the Village and are incorporated herein by reference as **Group Exhibit "B"** and made a part hereof.

The Affidavit of Publication of Public Hearing and the Affidavit of Posting of Signage for Public Hearing prepared by Martin Scott are attached as **Group Exhibit "C"** and made a part hereof.

D. The Village's Code Officer, Martin Scott, has submitted a report dated August 13, 2018 ("Scott Report") that reviews the Application and the applicable provisions of the DCO and the Village's Comprehensive Land Use Plan, recommends approval of the Requested Relief and concludes that the Application and Requested Relief meet the applicable provisions of the DCO, and are generally consistent with the provisions of the Comprehensive Land Use Plan (adopted February 24, 2003, as amended on August 22, 2011). The Scott Report is on file with the Village and is incorporated herein by reference as **Group Exhibit "C"** and made a part hereof.

E. Pursuant to notice published in a newspaper and posted as required by the applicable provisions of State law and as required by the applicable provisions of the Western Springs Municipal Code of 1997, as amended, and Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), a public hearing was conducted on August 13, 2018 (the "Public Hearing"), by the Western Springs Plan Commission, to consider the Requested Relief sought in the Applicant's Application.

F. During the Public Hearing, the Plan Commission heard testimony from: the Applicant and its consultants, certain Interested Parties (members of the public), and the Village staff and its consultants. The Plan Commission reviewed and accepted into the record as **Group Exhibit "D"** (which are incorporated herein by reference) the following documents submitted by the Applicant and its consultants, certain Interested Parties, and the Village staff and the Village's consultants:

The following individuals testified on behalf of or in favor of the Application: Jesse Averblad (neighbor and member of the First United Methodist Church).

The following individual testified in opposition to the Application: Chris Gavlan, a neighbor, testified that she was supportive of the Applicant's programs, but that there have been long-standing problems with bus traffic serving the programs, as the buses cue in front of her house generating noise, fumes and exhaust and make it difficult to get into and out of her driveway. Also, Ms. Gavlan stated that the "no parking" signage is not enforced by the Village in this area and is violated by parents whose children attend the program and the School District 101 facility.

G. It is the statutory duty of the Plan Commission to conduct public hearings to review and issue a report and recommendation on all proposed subdivisions and conditional uses/planned developments.

H. While considering the Application and the Requested Relief, the Plan Commission also considered the following documents, which are incorporated by reference into this Recommendation as Group Exhibit "E":

- (1) Official Zoning Map of the Village.
- (2) Western Springs Municipal Code of 1997, as amended, including the DCO.
- (3) Village's Official Land Use Plan adopted by Ordinance Number 03-2226 dated February 24, 2003, as amended by Ordinance Number 11-2643 dated August 22, 2011 (2011 Western Springs Downtown Redevelopment Plan).
- (4) Memorandum dated August 13, 2018 prepared by Marty Scott (Community Development Director).
- Memorandum dated June 25, 2018 prepared by James J. Benes and Associates, Inc. (Village Engineer).
- (5) Village Letter dated May 2, 2018 regarding Traffic Plan for LADSE Communication Development and First United Methodist Church of Western Springs.

R. The Application, all of the above-mentioned Exhibits, this Recommendation and each of the documents that were accepted into the record during the Public Hearing by the Plan Commission were incorporated into the court reporter's transcript of the Public Hearing proceedings as transcribed by Pamela Cosentino, CRS of the County Court Reporters, Inc. The transcript is incorporated herein by reference as Group Exhibit "F" and made a part hereof. Copies of the above transcript and Exhibits are on file with the Village.

II. Findings of Fact

Based upon the Application, the testimony of the individuals at the Public Hearing, and the exhibits and other evidence accepted into the record of the Public Hearing, the Plan Commission makes the following findings of fact relative to: (1) the seven conditional use Standards (Subsection 10-3-13G (Conditional Use; Standards) of the DCO); and (2) the Applicant's Requested Zoning Relief.

A. Conditional Use Standards

Under the DCO, it is the Applicant's obligation to provide evidence to satisfy each of the seven (7) Conditional Use Standards (Subsection 10-3-14G (Conditional Uses; Standards)) of the DCO. Based on the Application and the evidence produced during the Public Hearing, the Plan Commission makes the following finds in regard to each of the Conditional Use Standards:

1. **That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

The Plan Commission finds that the Requested Use, as a conditional use in accordance with the Application, will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare because the proposed improvements do not involve any land uses that are noxious or inherently dangerous or inconsistent with the permitted and customary residential or conditional uses of the adjacent residential areas. The Applicant seeks to install an early childhood education center within a pre-existing church. This school use is a listed conditional use under Section 10-6-3(B) (R2-Single Family Residence District; Conditional Uses) of the DCO.

2. **That the conditional use will not be injurious to the uses and enjoyment in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.**

The Plan Commission finds that the Requested Use will not be injurious to the uses and enjoyment in the immediate vicinity. The Application offers a site plan, which is consistent with the purposes and objectives of the Comprehensive Land Use Plan and the DCO. The exterior of the Church will not be altered. The Applicant will use the existing structure and install an early childhood program within the Church. The Plan Commission further finds that the Applicant will not substantially diminish and impair property values within the surrounding residential area.

3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The Plan Commission finds that the granting of a conditional use for the Requested Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in those zoning districts. In addition, the Requested Use is consistent with the R2 – Single Family Residence District regulations.

4. **That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.**

The Plan Commission finds that adequate public utilities, access roads, drainage and/or necessary facilities already exist to serve the Property. To the extent additional improvements are needed, they will be provided as part of the operation of the Requested Use. The submitted Traffic Plan explains the Applicant's plan to manage the additional traffic generated by the early childhood education center, which is an adequate solution to address the traffic issue. It also demonstrates that the Church has adequate parking to accommodate the needs of the early childhood education center.

5. **That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

The Plan Commission finds that the Applicant's Traffic Plan sufficiently addresses any issues of ingress and egress to the Property for the Requested Use. The proposed on-site parking and driving lanes provide reasonable circulation of vehicular traffic.

6. **That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village.**

The Plan Commission finds that the development of the Requested Use is not contrary to the objectives of the Village's Comprehensive Land Use Plan. The Requested Use is a school and adequate on-site parking will be provided, which meets the objectives of the Comprehensive Plan.

7. **That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.**

The Plan Commission finds that the approval of the Requested Use as a permitted conditional use will conform to the applicable regulations of the R2 - Single Family Residence District, subject to the exceptions (if any) noted below. Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of the DCO, which lists the permitted conditional uses allowed in the R2 - Single Family Residence District, includes "schools."

III. **Recommendations**

Pursuant to Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) and Section 10-3-14 (Conditional Uses) of the DCO, and subject to the Conditions set forth in Section IV below, the Plan Commission recommends **Approval** of the Application and the Requested Use as follows:

1. **Approval** of a Conditional Use Permit for the installation and operation of an early childhood education center by the LaGrange Area Department of Special Education at the 4300 Howard Avenue property owned by the First United Methodist Church of Western Springs. Motion by Commissioner: Scott McNaughton; seconded by Commissioner: Dennis Kelly (Votes in Favor of Motion: Jocelyn Brumbaugh, Peter Glimco, Roger Hendrick, Dennis Kelly, Michele Johan and Scott McNaughton; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Peter Hanson).

IV. Conditions

The recommendation of **approval** of the Applicant's request for the issuance of a Conditional Use Permit is conditioned upon and subject to:

1. Approval of the Application by the President and Board of Trustees.

Approved this 13th day of August, 2018.

Village of Western Springs Plan Commission

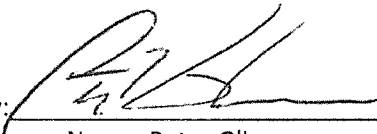
By: 
Name: Peter Glimco
Chair

Exhibit "A"

Legal Description of the Property

Legal Description:

LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN Numbers: 18-05-302-001-0000
18-05-302-018-0000
18-05-302-002-0000

Common Address: 4300 Howard Avenue
Western Springs, Illinois 60558

Group Exhibit "B"

Application dated November 22, 2016, as amended in 2018

- | | |
|---------------------------------|--|
| Application Exhibit "1": | Cover letter signed by the Applicant's Executive Director, dated January 30, 2018 |
| Application Exhibit "2": | Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated) |
| Application Exhibit "3": | First Floor Education Wing Floor Plan for the Property (undated) |
| Application Exhibit "4": | Basement Level Education Wing Floor Plan for the Property (undated) |
| Application Exhibit "5": | Location Plan with Zoning for the Property (undated) |
| Application Exhibit "6": | Photographs/Architectural Elevations for the Property (undated) |
| Application Exhibit "7": | Applicant's List of Participating School Districts for the Property (undated) |
| Application Exhibit "8": | LADSE / Drop Off and Pick Up Plan (undated) |

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "C"

**Public Hearing Notice with Publisher's Certificate and the Affidavit of Mail / Service of Notice of
Public Hearing Publisher's Certificate
prepared by Martin Scott**

**Affidavit of Publication and Sign Posting for a Public Hearing Pursuant to Title 10, Chapter 3 of the
Western Springs Development Control Ordinance**

**Village Code Officer Martin Scott's Report
dated August 13, 2018**

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "D"

Interested Parties Exhibit "1"

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "E"

Official Zoning Map of the Village

**Western Springs Municipal Code of 1997, as amended,
including the Development Control Ordinance ("DCO")**

**Village's Official Land Use Plan
adopted by Ordinance Number 03-2226 dated February 24, 2003,
as amended by Ordinance Number 11-2643 dated August 22, 2011
(2011 Western Springs Downtown Redevelopment Plan)**

(on file with the Village and incorporated by reference and made a part hereof)

Group Exhibit "F"

**Transcript of the Public Hearing Proceedings
conducted on August 13, 2018
as transcribed by Pamela Cosentino, CRS of County Court Reporters, Inc.,
with the exhibits introduced into the Public Hearing Record**

(on file with the Village and incorporated by reference and made a part hereof)

Exhibit "G"

**Conditions of Final Approval for a
Conditional Use Permit For An Early Childhood Education Center**

Property Owner: First United Methodist Church

Applicant / Operator: LaGrange Area Department of Special Education

Location: 4300 Howard Avenue, Western Springs, Illinois

(attached)

DRAFT 8-3-18
ORDINANCE NO. 18-????

OTHER:

DATE: _____, 2018

VOTE:

AYES:

NAYS:

**AN ORDINANCE APPROVING A CONDITIONAL
USE PERMIT FOR THE INSTALLATION AND
OPERATION OF AN EARLY CHILDHOOD
EDUCATION CENTER AT THE 4300 HOWARD
AVENUE PROPERTY.**

WHEREAS, the LaGrange Area Department of Special Education (Executive Director: Sheri Wernsing) (the "Applicant") has filed an application (the "Application") pursuant to Section 10-3-14, *et seq.* of the Western Springs Development Control Ordinance ("DCO") seeking a Conditional Use Permit for the installation and operation of an early childhood education center ("early childhood education center") (the "Zoning Relief"), at the 4300 Howard Avenue property (the "Property"), which currently is improved with a church of approximately _____ (_____) square feet, and currently used as a church, which is owned by the First United Methodist Church of Western Springs (the "Property Owner"). The Applicant is an anticipated tenant of the Property and has filed the Application with the consent of the Property Owner. The legal description of the Property is set forth on **EXHIBIT "A"** attached hereto and made a part hereof; and

WHEREAS, if approved, the early childhood education center will be installed within and operated out of the church located on the Property. The Applicant will be the operator of the early childhood education center, which is a school use listed as a conditional use under Section 10-6-3(B) (R2 – Single Family Residence District; Conditional Uses) of Chapter 6 (Residential District Regulations) of Title 10 of the DCO. The Village's Comprehensive Land Use Plan designates the Property as "educational and institutional;" and

WHEREAS, the Applicant initially submitted an Application dated November 22, 2016, and then submitted an updated Application in 2018 with supporting documents, to petition for approval of the Zoning Relief, which included a cover letter signed by the Applicant's Executive Director, dated January 30, 2018, with further revisions dated May 1, 2018; a Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated) (the "Traffic Plan"); a First Floor Education Wing Floor Plan for the Property (undated); a Basement Level Education Wing Floor Plan for the Property (undated); a Location Plan with Zoning of the Property (undated); Photographs/Architectural Elevations for the Property (undated); and the Applicant's List of Participating School Districts (undated) (collectively referred to as the "Site Plan and Development Plans"). The Site Plan and Development Plans are on file with the Village and are incorporated herein by reference as **GROUP EXHIBIT "B"** and made a part hereof; and

Commented [MTJ1]: Marty confirm submittal dates

WHEREAS, pursuant to notice published in a newspaper and posted as required by State law and the Village Code, a public hearing was conducted on August 13, 2018 (the "Public Hearing"), by the Western Springs Plan Commission, to consider the requested relief sought in the Applicant's Application; and

WHEREAS, after closing the Public Hearing on August 13, 2018, the Plan Commission approved Recommendation No. 18-01 relative to the Applicant's Application, and the Plan Commission favorably recommended approval of the Zoning Relief and the Site Plan and Development Plans, subject to certain recommendations and conditions. A copy of Recommendation No. 18-01 is incorporated herein by reference as **EXHIBIT "C"** and made a part hereof; and

WHEREAS, the Village Board, at the August 20, 2018 Combined Workshop Meeting / Village Board Meeting, considered the findings and recommendations made by the Plan Commission in Recommendation No. 18-01 and approved and adopted the findings and recommendations of the Plan Commission set forth in Recommendation No. 18-01 (attached **EXHIBIT "C"**), and incorporate such findings and recommendations by reference into this Ordinance as if they were fully set forth herein; and

WHEREAS, in accordance with the authority granted by Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 11-13-1.1) and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code of 1997, as amended, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village to approve the Application, the Requested Zoning Relief, and the Site Plan and Development Plans, SUBJECT TO THE CONDITIONS CONTAINED IN SECTION 3 OF THIS ORDINANCE and those set forth in **EXHIBIT "D"** attached hereto and made a part hereof.

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

SECTION 1: The Whereas paragraphs set forth above are material provisions of this Ordinance and are incorporated into this Section 1 by reference and made a part hereof.

SECTION 2: The President and Board of Trustees of the Village of Western Springs grant the following approvals relative to the Application, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:

A. Approval of a Conditional Use Permit for the Applicant for the purpose of installing and operating an early childhood education center on the Property in accordance with the final version of the Village Board-approved Site Plan and the Development Plans.

B. Approval of the attached "Conditions of Final Approval for a Conditional Use Permit For An Early Childhood Education Center" (see **EXHIBIT "D"** attached hereto and made a part hereof).

SECTION 3: The approval of the Application and the Site Plan and Development Plans granted in Section 2 above are subject to the following:

A. Approval by the President and Board of Trustees of the final versions of the Site Plan and Development Plans, after amendments are made to address the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board.

B. The installation of the early childhood education center and all on-site improvements

shall be constructed in substantial conformance with the final version of the Site Plan and Development Plans, as approved by the Village Board, and shall conform to all applicable Village Codes and those of other applicable units of government, except as otherwise modified by this Ordinance and the Ordinance that approves the final version of the Site Plan and Development Plans.

C. Compliance with the "Conditions of Final Approval for a Conditional Use Permit For An Early Childhood Education Center," which may be amended by the corporate authorities of the Village from time to time, in their discretion. See Exhibit "D" attached hereto and made a part hereof.

D. The President of First United Methodist Church of Western Springs (Property Owner) and the Executive Director of the LaGrange Area Department of Special Education (Applicant), and their successors in interest, agree to execute the Acknowledgment Page attached to this Ordinance and to abide by the conditions, terms and provisions set forth in this Ordinance.

SECTION 4: The sections, terms, provisions and conditions of this Ordinance shall be severable, and if any section, term, provision or condition is found to be invalid or unenforceable for any reason by a court of competent, final jurisdiction, the remaining sections, terms, provisions and conditions shall remain in full force and effect.

SECTION 5: Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. The terms, provisions and conditions set forth in this Ordinance, including those incorporated herein by reference, are covenants that run with the land and shall be released or amended only upon the written consent of the Village Board.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

SECTION 7: A certified copy of this Ordinance shall be recorded against title to the Subject Property with the Cook County Recorder of Deeds Office ("CCRD") by the Village, at the Applicant's cost. The Village shall provide the Applicant with stamped copies of this Ordinance after it is filed with the CCRD.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the ____ day of _____, 2018, and approved by the Village President on the same day.

Alice F. Gallagher, Village President

ATTEST:

Bridget M. Fitzgerald, Village Clerk

**ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN WESTERN SPRINGS ORDINANCE NO. 18-?????**

First United Methodist Church of Western Springs (Property Owner)

By: _____
_____, President

By: _____
Notary Public

Name: _____

Date: _____
Commission Expires: _____

Date: _____

LaGrange Area Department of Special Education (Applicant)

By: _____
Sheri Wernsing, Executive Director

By: _____
Notary Public

Name: _____

Date: _____
Commission Expires: _____

Date: _____

EXHIBIT "A"

Legal Description:

LOTS 1, 8, AND 9 IN BLOCK 26 IN "FIELD PARK", A SUBDIVISION OF THE WEST 5/8 OF THE WEST HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN Number: 18-05-302-001-0000
18-05-302-018-0000
18-05-302-002-0000

Common Address: 4300 Howard Avenue
Western Springs, Illinois 60558

GROUP EXHIBIT "B"

Application dated November 22, 2016, and updated in 2018 with the following supporting documents:

- Cover letter signed by the Applicant's Executive Director, dated January 30, 2018;
- Traffic Plan for LADSE Communication Development and Phonological Classrooms at First United Methodist Church of Western Springs (undated);
- First Floor Education Wing Floor Plan for the Property (undated);
- Basement Level Education Wing Floor Plan for the Property (undated);
- Location Plan with Zoning for the Property (undated);
- Photographs/Architectural Elevations for the Property (undated); and
- Applicant's List of Participating School Districts for the Property (undated).

(on file with the Village and incorporated by reference and made a part hereof)

EXHIBIT "C"

**Western Springs Plan Commission
Recommendation No. 18-__**

(on file with the Village and incorporated by reference and made a part hereof)

EXHIBIT "D"

**Conditions of Final Approval for a
Conditional Use Permit For An Early Childhood Education Center**

Property Owner: First United Methodist Church

Applicant / Operator: LaGrange Area Department of Special Education

Location: 4300 Howard Avenue, Western Springs, Illinois

(attached)

Conditions of Final Approval for a
Conditional Use Permit For An Early Childhood Education Center

Commented [user2]: CONDITIONS OF APPROVAL ARE UNKNOWN AT THIS TIME, POTENTIAL CONDITIONS ARE INCLUDED HERE FOR MTJ'S REVIEW3

Property Owner: First United Methodist Church
Applicant: LaGrange Area Department of Special Education

(4300 Howard Avenue)

1. The approved hours of use and operation of the early childhood education center are as follows:

Weekdays: _____ a.m. to _____ p.m.
Saturdays: _____ a.m. to _____ p.m. (if requested)
Sundays: _____ a.m. to _____ p.m. (if requested)

2. Approval by the President and Board of Trustees of the final versions of the Site Plan and the Development Plans, after amendments are made to address the plan reviews performed by the Village staff, the Village Engineer and the conditions required by the Village Board. The final versions of the Site Plan and the Development Plans are to be in substantial conformance with the Village-approved preliminary Site Plan and the Development Plans.

3. The installation and operation of the early childhood education center and the renovations to the interior and exterior of the church related thereto, shall be constructed in substantial conformance with the final versions of the Village-approved Site Plan and the Development Plans, and shall conform to all applicable Village Codes and those of other applicable units of government, except as otherwise modified by the Ordinance approving the Application and the preliminary Site Plan and the Development Plans.

4. In the event of a change in use or a modification or intensification of use of the early childhood education center, the Plan Commission shall review the proposed future use under the requirements of the Conditional Use Permit regulations of the Village Code and forward a recommendation to the President and Board of Trustees for their review and approval.

5. In the event that the early childhood education center ceases to operate at any time for a period of time in excess of _____ () days, other than for repairs or remodeling, the Conditional Use Permit shall automatically terminate, unless the 90-day period is extended by approval of an ordinance by the President and Board of Trustees of the Village of Western Springs. Approval of such an extension does not require a public hearing, but such ordinance must be approved by the President and Board of Trustees of the Village at a public meeting in accordance with the Open Meetings Act. If the Conditional Use Permit for the early childhood education center terminates, the Plan Commission shall review the proposed future use under the requirements of the conditional use regulations of the Village Code and forward a recommendation to the President and Board of Trustees for their review and approval. If there is any change in use of the existing church, the Property Owner and the Applicant, and their successors-in-interest, shall be obligated to comply with the conditional use provisions of the DCO in regard to approval of changes of use.

6. The above-stated conditions shall be covenants of record that run with the land and shall be binding on all successor owners, occupants and leases of the Property and shall be placed in a recordable format, acceptable to the Village Attorney, and then recorded by the Village against title to the Property with the Cook County Recorder of Deeds.

7. The applicable provisions of the Western Springs Municipal Code of 1997, as amended, including Section 10-3-14 (Conditional Uses).

Attachment 4

RESOLUTION NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: January 27, 2025.

OTHER: None.

A RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS.

WHEREAS, Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the "Church"), is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois (the "Property"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Western Springs (the "Village") approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "Sidewalk Easement"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the "Developer"). The Developer desires to purchase the Property to construct three (3) new residential homes, referred to as the proposed "4300 Howard Avenue Residential Development" (the "Development"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk (Address: 4300 Franklin Avenue, Western Springs, Illinois) to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the "2018 CUP Ordinance"). A copy of the TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK (4300 Franklin Avenue, Western Springs, Illinois) is attached hereto as **Exhibit "A"** and made a part hereof (the "Termination of Letter of Agreement"). The Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue,

Western Springs, Illinois), with a survey date of September 27, 2024 and prepared by Kabal Surveying Company, is attached hereto as **Exhibit "B"** and made a part hereof (the "Plat of Sidewalk Easement Abrogation"); and

WHEREAS, the Church and the Village agree that, even if the Developer does not purchase the Property, the 2018 CUP Ordinance should be repealed and rescinded; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into a redevelopment agreement with the Village to construct the Development, the Church, the Developer and the Village have entered into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development ("Developer Obligations"). The Assignment, Assumption And Consent Agreement also requires the Developer to approve and enter into a mutually agreeable Redevelopment Agreement with the Village for the construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains the Developer Obligations as well as other development obligations regarding the Development; and

WHEREAS, in order to facilitate the sale of the Property by the Church to the Developer to allow for the construction of the proposed Development, the Corporate Authorities of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents to approve the attached Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation, subject to certain conditions of approval, including the Church's and the Developer's compliance with the provisions of the Assignment, Assumption and Consent Agreement, and the Developer's and the Village's approval and entry into a mutually agreeable Redevelopment Agreement for the construction of the proposed Development, in a form and content as approved by the Village Attorney; and

WHEREAS, at open public meeting held on January 9, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the Church's request to approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation, as part of its consideration of the proposed Development and the related Redevelopment Agreement and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 9, 2025 meeting, the Committee recommended that the Corporate Authorities of Village approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation; and

WHEREAS, at open public meeting held on January 13, 2025, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation on the request to approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation, as part of its consideration of the proposed Development and the related Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its January

13, 2025 meeting, the Corporate Authorities of Village accepted the Committee's recommendation regarding approval of the Church's request to approve the Termination of Letter of Agreement and the Plat of Sidewalk Easement Abrogation; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 65 ILCS 5/11-13-1.1), and in accordance with Section 10-10-20(B) and other applicable provisions of the Village's Development Control Ordinance ("DCO") of the Western Springs Municipal Code and the statutory and constitutional authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Corporate Authorities of the Village are authorized to pass this Resolution, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and execute the attached Termination of Letter of Agreement and the Plat of Abrogation.

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

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution as material provisions.

SECTION 2. Approval and Execution of Termination of Letter of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK(4300 Franklin Avenue, Western Springs, Illinois) (attached as **Exhibit "A"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Termination of Letter of Agreement and this Resolution.

SECTION 3. Approval and Execution of Plat of Abrogation and Other Related Documents. The President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Termination of Letter of Agreement and this Resolution.

SECTION 4. Termination of Resolution for Failure of Developer to Acquire Title to the Property. The validity of this Resolution is subject to the Developer purchasing the Property from the Property Owner. In the event the Developer does not purchase the Property from the Property Owner, upon written notice delivered to the Village Manager of the termination of the real estate purchase contract entered into between the Property Owner and the Developer, this Resolution shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable. If the Developer does not purchase the Property, the Developer agrees to waive all claims,

causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Resolution based on the Developer not purchasing the Property. The Developer is required to provide written notice to the Village within five (5) calendar days of the termination of the real estate purchase contract.

SECTION 5. Filing Resolution With the Cook County Clerk's Office, Recording Division. After approval and execution of this Resolution and the Termination of Letter of Agreement and the Plat of Abrogation by the Village President and Village Clerk, or their designees, the Village shall cause certified copies of this Resolution and the executed originals of the attached TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK and the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD"), at the cost and expense of the Developer, after all of the required signatures are placed on the Termination of Letter of Agreement and the Plat. The Village shall provide the Church and the Developer with CCCORD-filed stamped copies of this Resolution and the Termination of Letter of Agreement and the Plat for record retention purposes.

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

SECTION 7. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED by a majority vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of January, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**TERMINATION OF LETTER OF AGREEMENT FOR
CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK
AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK
(4300 Franklin Avenue, Western Springs, Illinois)**

(attached)

Prepared by & Return to:
Matthew M. Klein
322 West Burlington Avenue
La Grange, Illinois 60525

18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Above Space For Recorder's Use Only

**TERMINATION OF LETTER OF AGREEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK
AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK
(4300 Franklin Avenue, Western Springs, Illinois)**

This **TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK and ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK** ("Agreement") is made this ___ day of January, 2025, by Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs, ("Church") as owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), and the Village of Western Springs ("Village"), as the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "Sidewalk Easement"). The Village and the Church are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068; and

WHEREAS, in compliance with the Letter of Agreement, the Village, at its cost, has complied with each of its obligations relative to installation and maintenance of: (a) the new public sidewalk within the Sidewalk Easement created by the above-referenced Plat of Easement for Public Sidewalk; and (b) the new public parking spaces within the south side of the 43rd Street right-of-way between Howard Avenue and Franklin Avenue. The Village, at its cost, also complied with its obligations of restoration and replacement of the removed or disturbed portions of the landscape vegetation and grass with topsoil and sod, the handicap ramp and related railing, and the exterior landscape lighting and related wiring; and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title to the Property, consisting of three (3) lots zoned under the R2 Single-Family Residence District classification, to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the “Developer” or “Contract Purchaser”). The Developer desires to purchase the Property to construct three (3) new residential homes consistent with Sheet A.02 of the “4300 Howard Avenue Residential Development Site Plan” submitted by the Developer to the Village (the “4300 Howard Avenue Residential Development”). A copy of the Developer’s 4300 Howard Avenue Residential Development Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit “B”** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the 4300 Howard Avenue Residential Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue), with a survey date of September 27, 2024 and prepared by Kabal Surveying Company, is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the 4300 Howard Avenue Residential Development, the Village, the Church and the Developer have entered into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) (“Assignment”), in a form and content as approved by the Village Attorney, that authorizes the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property for the construction the 4300 Howard Avenue Residential Development and obligates the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village’s 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; and (d) to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 3 of this Agreement, after the issuance of a Village site development permit or building permit for construction of the 4300 Howard Avenue Residential Development. A copy of the executed Assignment is attached hereto as **Exhibit “D”** and made a part hereof; and

WHEREAS, for purposes of allowing the sale of the Property to the Developer to facilitate the Developer’s construction of the 4300 Howard Avenue Residential Development, the Church and the

Village each deem the Sidewalk Easement is no longer needed to serve the interests of the Church or the needs of the Village, and have agreed to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Sidewalk Easement Abrogation; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the 4300 Howard Avenue Residential Development; (f) the repeal of the 2018 CUP Ordinance; and (g) the Conditions of Approval set forth below in Section 3 of this Agreement; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, to approve and enter into the Agreement and to approve the Plat of Sidewalk Easement Abrogation and the Assignment, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the Agreement and to approve the Plat of Sidewalk Easement Abrogation and the Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. Incorporation. Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

SECTION 2. Approval of the Agreement, the Plat of Sidewalk Easement Abrogation, and the Assignment, Assumption and Consent Agreement. The Church and the Village abrogate, terminate, and otherwise deem to hold for naught that certain Plat of Easement for Public Sidewalk, dated April 28, 2014, and recorded May 14, 2014 in Cook County, Illinois as Document 1413445068, together with the Letter of Agreement between the Church and the Village dated April 28, 2014 recorded therewith by their approval and entry into the Agreement and their approval of the Plat of Sidewalk Easement Abrogation and the Assignment, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW:

SECTION 3. Conditions of Approval. The approval of the Corporate Authorities of the Village of this Agreement, the Plat of Sidewalk Easement Abrogation, and the Assignment is conditioned upon and subject to the following:

A. Church Obligations:

- a. The Church shall approve and execute this Agreement, the Plat of Sidewalk Easement Abrogation, and the Assignment, and such other documents necessary to fulfill its obligations under this Agreement and the Plat of Sidewalk Easement Abrogation and the

Assignment.

- b. Prior to the Village's approval of this Agreement, the Church and the Developer shall approve and enter into the Assignment (**Exhibit "D"**), in a form and content as approved by the Village Attorney, with the Developer.
- c. Prior to the Village's approval of this Agreement, the Developer shall approve and enter into a Redevelopment Agreement for the Construction of the 4300 Howard Avenue Residential Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):
 - i. The Developer, at its cost, shall construct the 4300 Howard Avenue Residential Development in general conformance with the 4300 Howard Avenue Residential Development Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set for development plans.
 - ii. After issuance of a Village site development permit or building permit for the 4300 Howard Avenue Residential Development, the Developer, at its cost, shall:
 - 1. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - 2. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - 3. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
 - iii. In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the 4300 Howard Avenue Residential Development or another alternate residential development that is a permitted use under the current R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials (if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waives the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- iv. To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the 4300 Howard Avenue Residential Development.
 - v. The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and callable by the Village that ensures the completion of all public improvement work associated with the 4300 Howard Avenue Residential Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the 4300 Howard Avenue Residential Development through one (1) year after the Village's issuance of a certificate of completion for the 4300 Howard Avenue Residential Development, with the one (1) year period being a warranty period.
 - vi. The Developer shall comply with all federal, state, county and Village codes, laws, ordinances and regulations that are applicable to the construction of the 4300 Howard Avenue Residential Development.
 - d. After the Village's approval of this Agreement, the Church shall complete the sale and conveyance of fee simple title to the Property to the Developer.
- B. Village Obligations
- a. After the approval of this Agreement by the Village, the Corporate Authorities shall:
 - i. Pass an ordinance that repeals the 2018 CUP Ordinance.
 - ii. Pass one or more resolutions that approve the Plat of Sidewalk Easement Abrogation and the Redevelopment Agreement.

SECTION 4. Cooperation; Execution of Documents. The Church and the Village agree to cooperate with each other in the performance of this Agreement, including each Party agreeing at any time, and from time to time, to execute and deliver any and all documents reasonably requested by the other Party to carry out the intent of this Agreement.

SECTION 5. Entire Agreement; Amendment or Modification. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto

relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village and the governing board of the Church.

SECTION 6. Applicable Law; Venue. This Agreement shall be governed and controlled as to the validity, enforceability, interpretation and construction in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to be *in personam* jurisdiction of said Court for any such action or proceeding.

SECTION 7. Severability. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

SECTION 8. Effective Date; Legal Authority; Binding Effect. The “Effective Date” of this Agreement shall be the date of execution by the last signatory. This Agreement shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Agreement are the duly authorized representatives of their respective corporate entity and each such person has signed this Agreement pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village’s case, at an open public meeting) that authorized and directed the representatives to sign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SECTION 9. Enforcement of this Agreement. If either Party has to file a legal action to enforce the provisions of this Agreement, the prevailing Party shall receive its court filing fees, attorney fees and litigation-related expenses.

SECTION 10. Execution. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

SECTION 11. Corporate Status of the Church and the Developer. Prior to the approval of this Agreement by the Corporate Authorities of the Village, the Church shall furnish to the Village certificates of good standing issued by the Illinois Secretary of State, or such other applicable governing entity with regulatory jurisdiction, confirming that the Church and the Developer are in good corporate standing.

SECTION 12. Notices. All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by a nationally recognized overnight courier, or (c) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Agreement at the addresses set forth below or at such other addresses as may be designated by the

Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

INSERT

SECTION 13. Filing Ordinance With Cook County Clerk's Office, Recording Division. The Village, at the Church's cost, shall cause a certified copy of this Agreement and its Exhibits (and its approving Resolution) to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD") upon approval and execution by the Parties. The Village shall provide the Petitioner with CCCORD-filed stamped copies of this Agreement and its approving Resolution, once available, for record retention purposes.

AGREED:
Hinsdale United Methodist Church,
as successor to
the First United Methodist Church of Western Springs

By: _____
Name: _____
Its: _____

Executed this ____ day of January, 2025.

Attest:
By: _____
Name: _____
Its: Secretary:

Executed this ____ day of January, 2025.

AGREED:
Village of Western Springs

By: _____
Name: Heidi Rudolph
Its: Village President

Executed this ____ day of January, 2025.

Attest:
By: _____
Name: Edward Tymick
Its Village Clerk:
Executed this ____ day of January, 2025.

I, _____, a Notary Public, in and for the County and State

aforesaid, DO HEREBY CERTIFY THAT _____, who is personally known to me to be the _____ of the Hinsdale United Methodist Church, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as the free and voluntary act of the Church and as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of January, 2025.

Notary Public

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT _____,

and _____ who are personally known to me to be the _____

and _____ of the Village of Western Springs, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and the free and voluntary act of the Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of January, 2025.

Notary Public

Attachments:

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

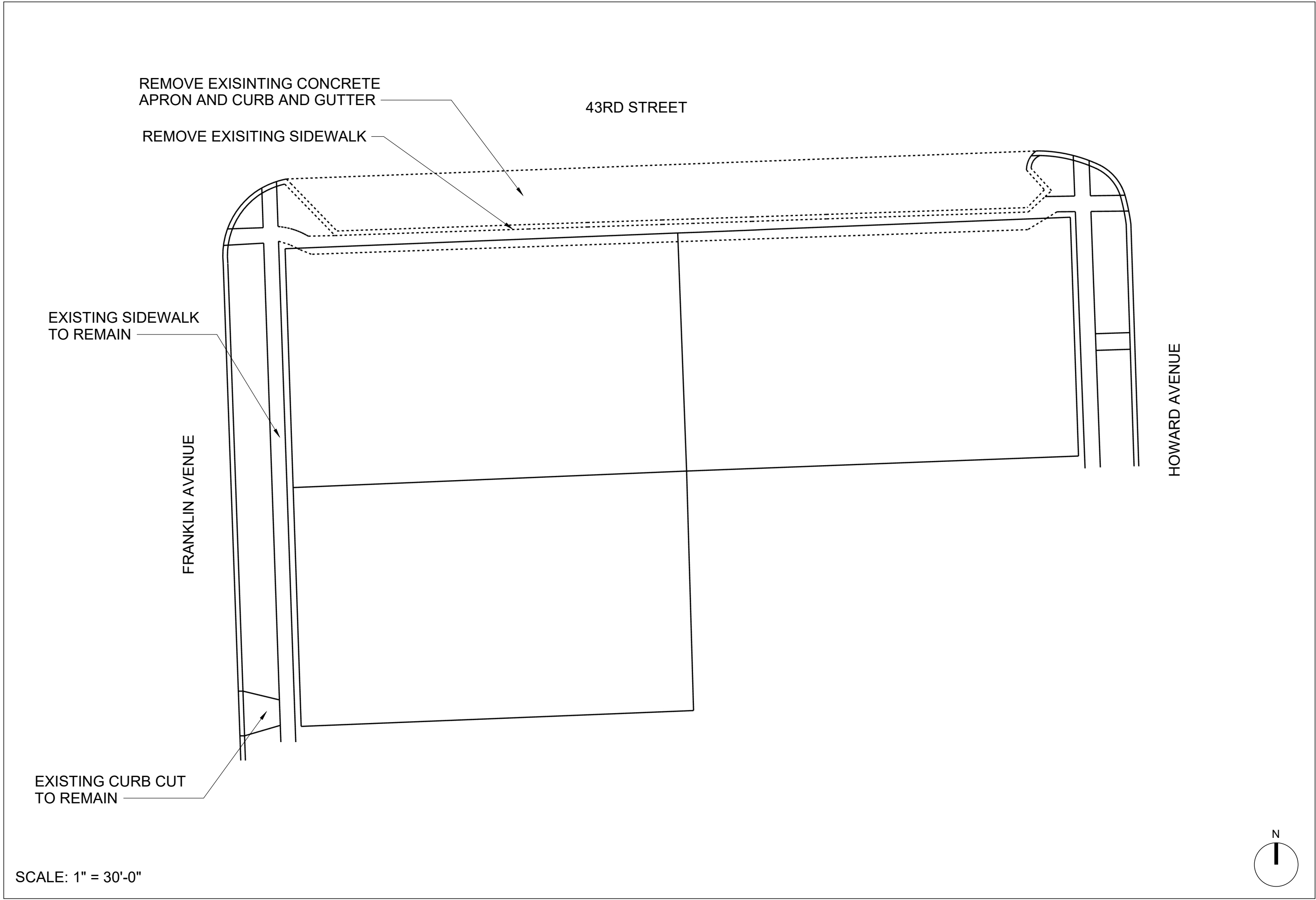
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit “B”

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

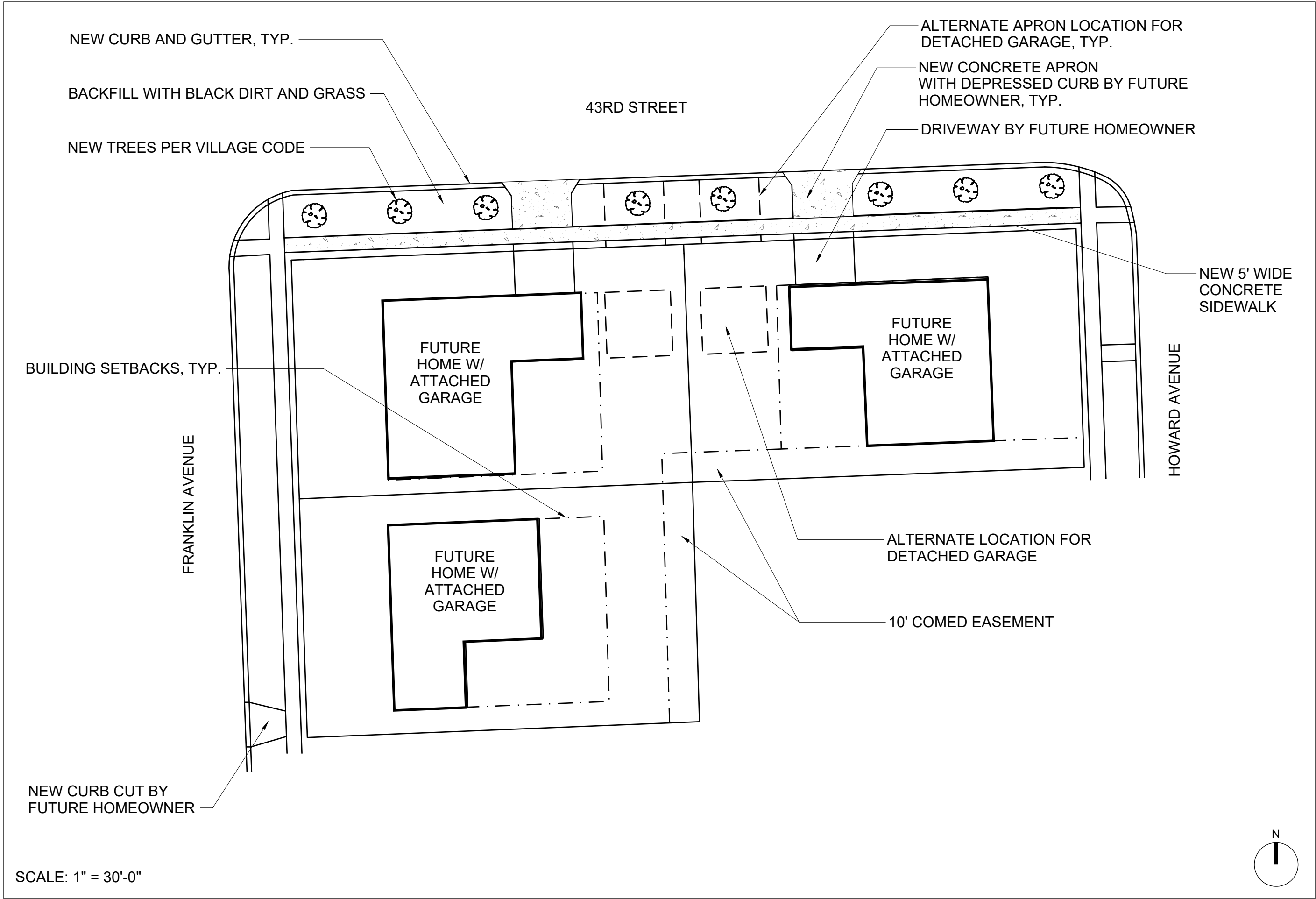
A.01

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD



**PARKWAY
RESTORATION
PLAN**

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

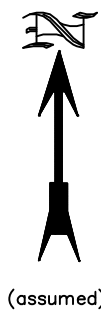
ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)

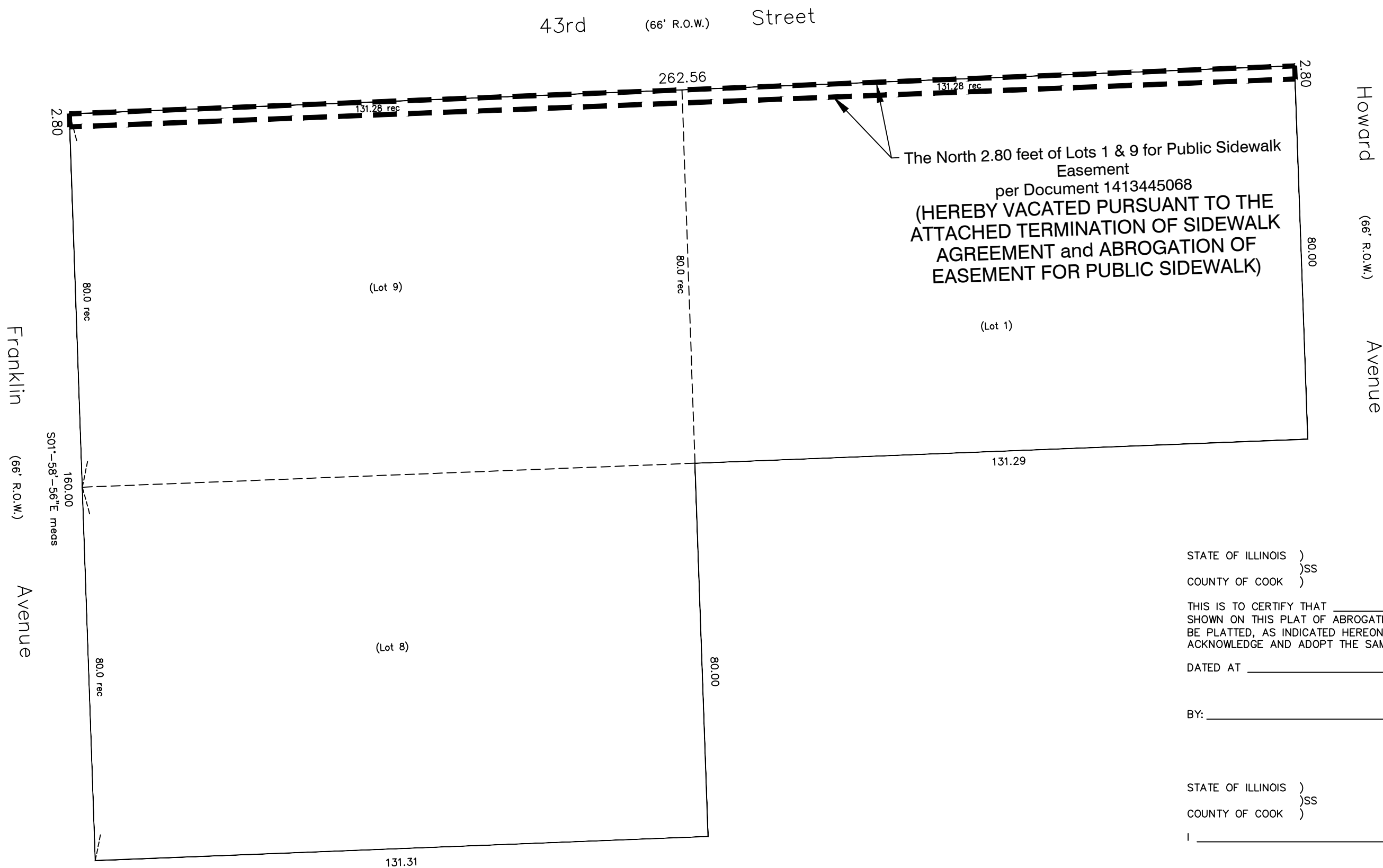


Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABROGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABROGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Scale: 1 inch = _____ 20 _____ ft.
Order No. _____ 241854A _____
Ordered By: _____ Hawbecker & Garver, LLC _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

Exhibit “D”

**Assignment, Assumption and Consent Agreement
Between Hinsdale United Methodist Church, as successor to
the First United Methodist Church of Western Springs, (“Church”)
and Fairfield Properties, LLC (the “Developer”)
as approved by the Village of Western Springs**

(attached)

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
ENTERED INTO BY HINSDALE UNITED METHODIST CHURCH, AS SUCCESSOR TO
THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS, AND FAIRFIELD PROPERTIES, LLC
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Assignment**") is entered into on this ____ day of January, 2025, by and between Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (hereinafter referred to as the "**Church**" or "**Assignor**"), and Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (hereinafter referred to as "**Developer**" or "**Assignee**") and the Village of Western Springs, an Illinois non-home rule municipal corporation located in Cook County, Illinois (hereinafter referred to as "**Village**"). The Assignor, the Assignee and the Village are collectively referred to as the "**Parties**" and individually as a "**Party**" under this Assignment.

RECITALS

WHEREAS, the Church is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, consisting of three (3) residentially zoned lots zoned under the R2 Single-Family Residence District classification, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "**Sidewalk Easement**"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to the Developer. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with consistent with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "**Site Plan**") submitted by the Developer to the Village (the "4300 Howard Avenue Residential Development"). A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development; and (f) the repeal of the following zoning ordinance approved by the President and Board of

Trustees of the Village (the “Corporate Authorities”) relative to the Church and activities formerly conducted at the Property: Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property); (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, subject to the corporate authorities of the Village granting approval of this Assignment, the Church and the Developer have approved and entered into this Assignment, the form and content of which has been approved by the Village Attorney, to authorize the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 4 of this Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the “Developer Obligations”); and

WHEREAS, under this Assignment and the Redevelopment Agreement, all of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth below in Section 4 of this Assignment, are being assigned to and assumed by the Developer, as the Church would be required to fulfill such obligations if the Letter of Agreement was not being terminated by the Village and the Church. The Developer accepts the assignment and assumption of all rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work from the Church, and agrees to complete the other Developer Obligations as set forth below in Section 4 of this this Assignment. As part of its approval of this Assignment, the Village approves of the assignment and assumption of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the statutory and constitutional authority and intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Assignment with the Church and the Developer, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **Assignment by Assignor; Consent.** The Assignor assigns, transfers and sets over to the Assignee all of its rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth in Section 4 below. The Church consents to the Developer, as contract purchaser of the Property, to negotiate and enter into the Redevelopment Agreement with the Village, prior to completing the purchase of the Property, that will obligate the Developer, at its cost, to construct the Development and to complete the Developer Obligations that are set forth below in Section 4 of this Assignment.

3. **Acceptance of Assignment by Assignee.** The Assignee assumes all of the rights, liabilities and obligations of the Assignor for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, and agrees to complete the other Developer Obligations that are set forth below in Section 4 of this Assignment.

4. **Developer Obligations.** The approval of the Corporate Authorities of the Village of the termination of the Letter Agreement, the Plat of Sidewalk Easement Abrogation, and this Assignment is conditioned upon and subject to the following:

A. Prior to the Village's approval of the termination of the Letter Agreement, the Developer shall approve and enter into a Redevelopment Agreement with the Village for the Construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set of development plans.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials

(if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (4) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (5) The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (6) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

5. **Village Approval of Assignment.** The Village approves of the assignment and assumption of the Church's rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer.

6. **Notices.** Any notice or communication required or permitted to be given under this Assignment shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Assignment, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit;

or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Assignment shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

Member
Fairfield Properties, LLC
Hinsdale, Illinois

7. **Applicable Law; Venue.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Assignment and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

8. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Assignment which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Assignment. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the Church.

9. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. **Effective Date; Legal Authority; Binding Effect.** The "Effective Date" of this Assignment shall be the date of execution by the last signatory. This Assignment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Assignment are the duly authorized representatives of their respective corporate entity and each such person has signed this Assignment pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to

their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

ASSIGNOR:

**Hinsdale United Methodist Church,
as successor to the First United Methodist Church
of Western Springs**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

Date: _____, 2025.

ASSIGNEE:

**Fairfield Properties, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

Date: _____, 2025.

VILLAGE:

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

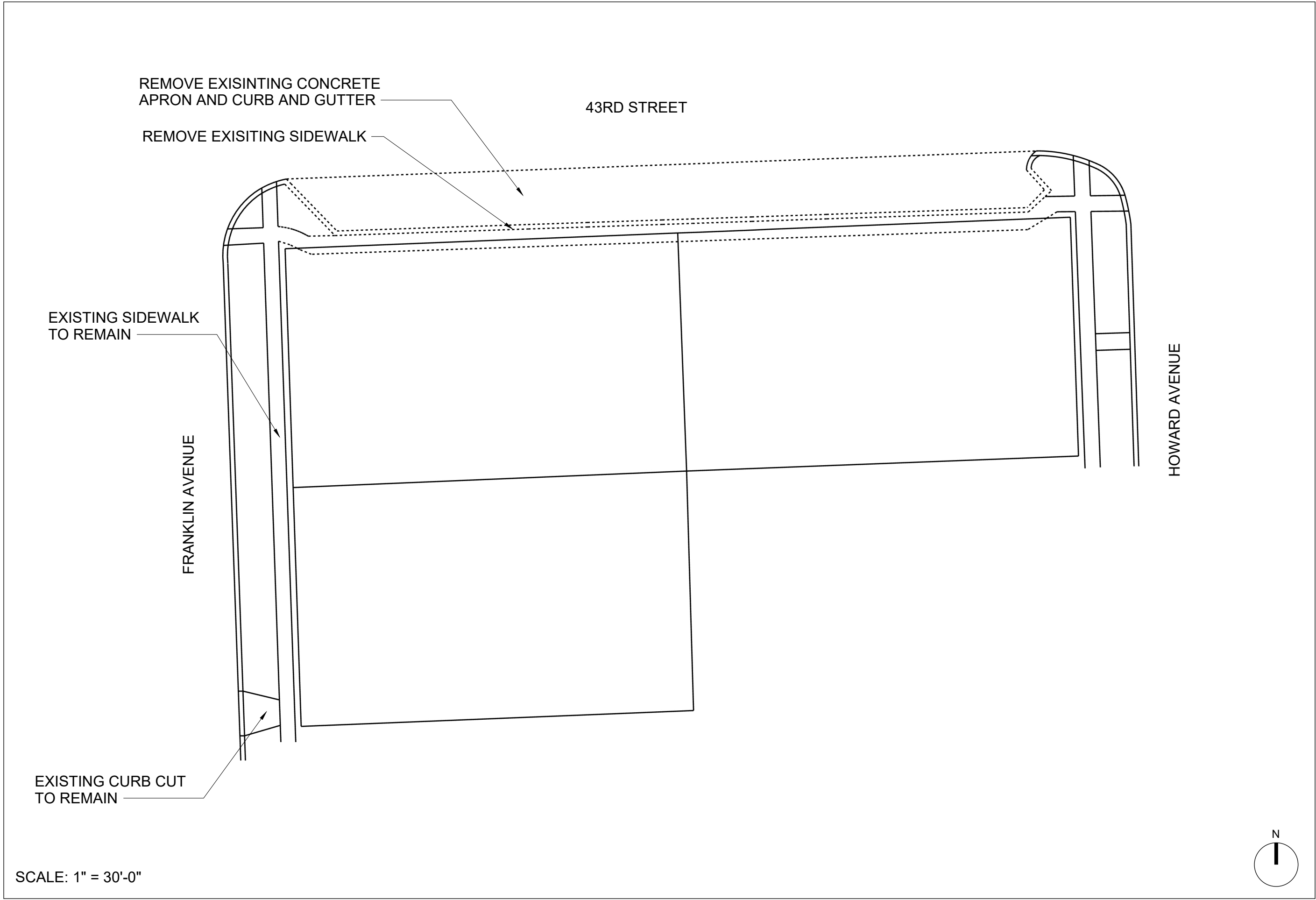
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

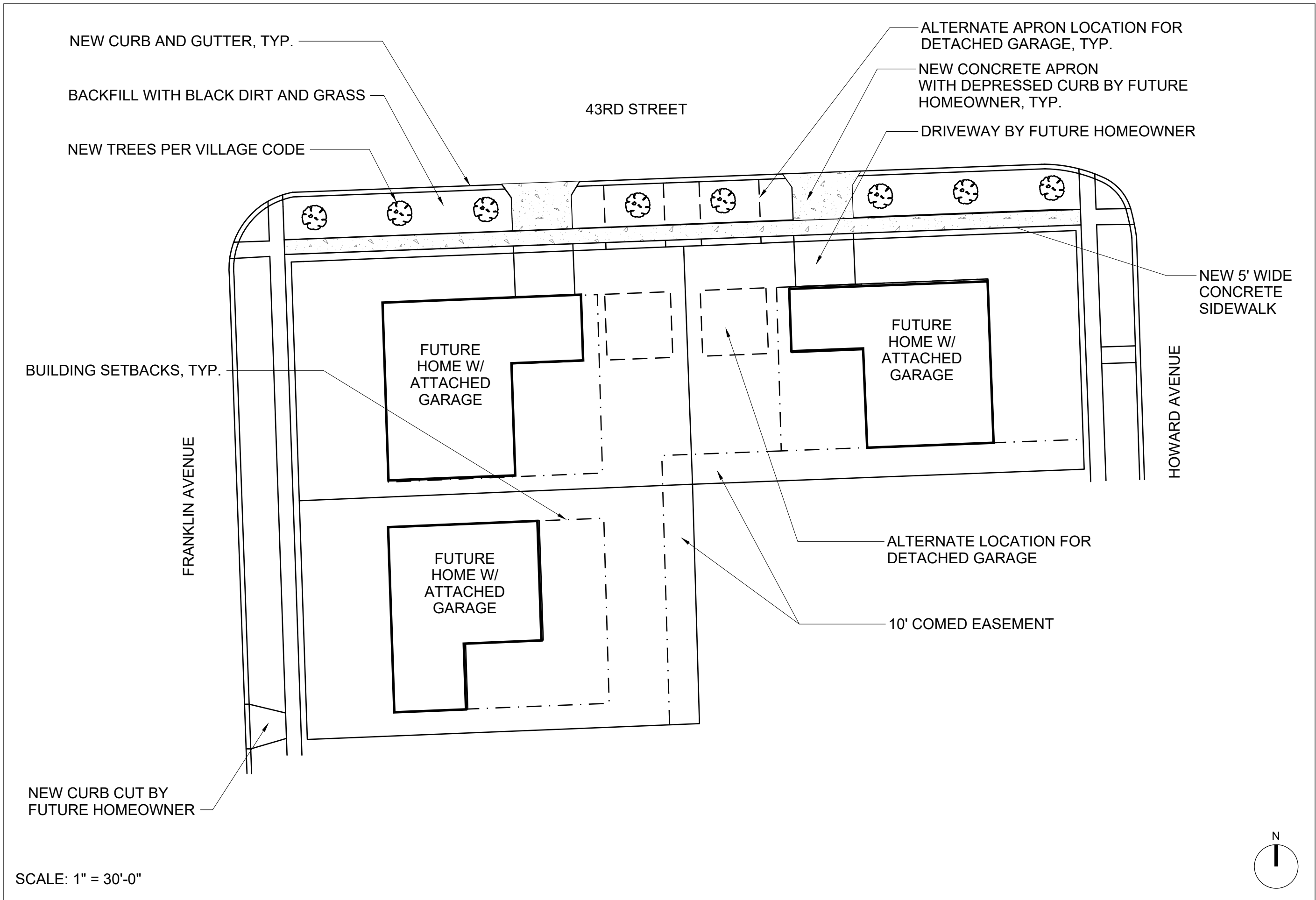
A.01

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD



PARKWAY RESTORATION PLAN

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

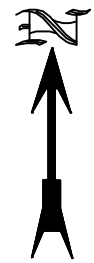
ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement
(Address: 4300 Franklin Avenue, Western Springs, Illinois)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)



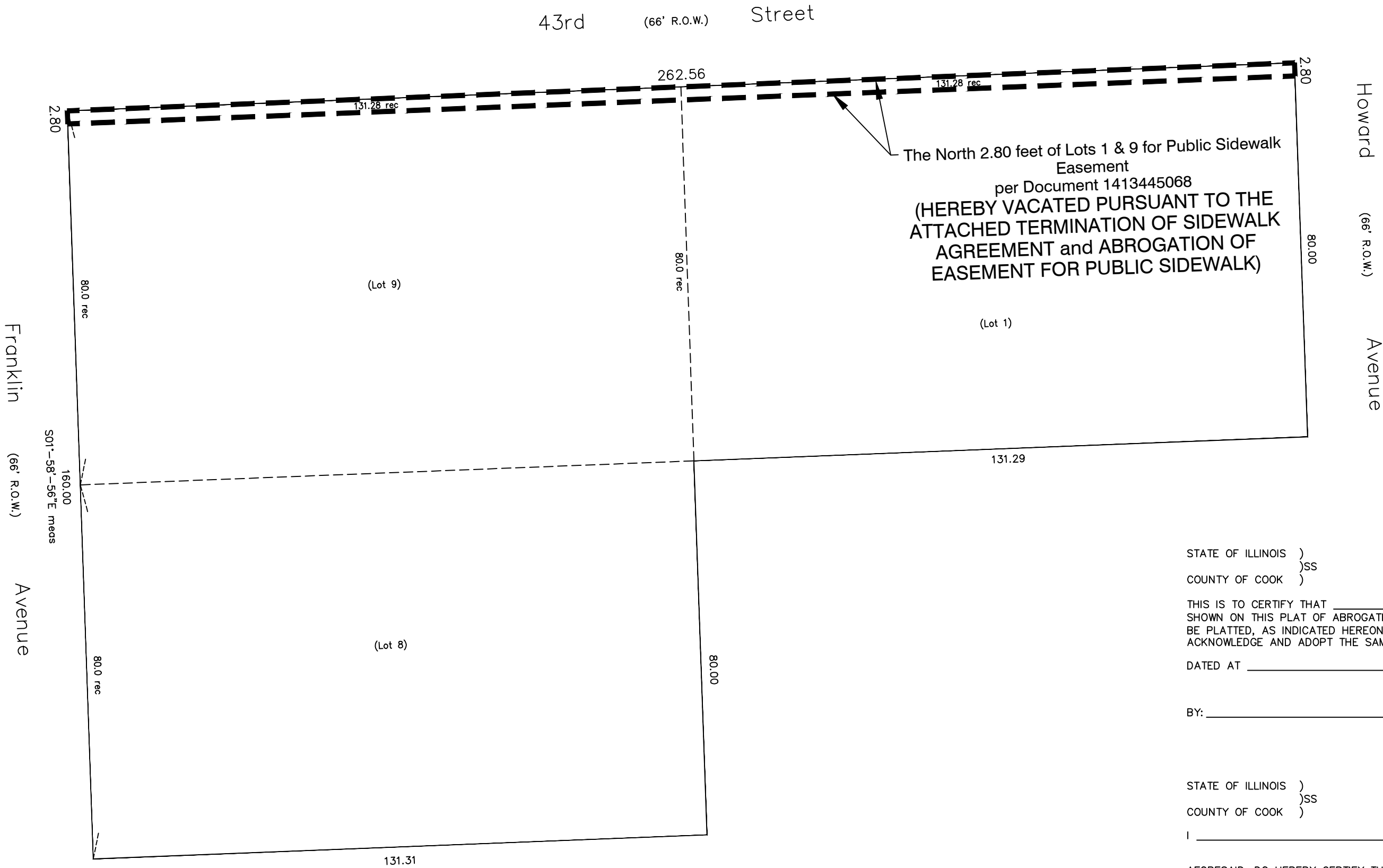
(assumed)

Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABOGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTART ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABOGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 2025- _____

A RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of January, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this _____ day of January, 2025.

[SEAL]

Edward Tymick, Village Clerk

RESOLUTION NO. 25- _____
VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: January 27, 2025.
OTHER: None.

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).

WHEREAS, Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the “Church”), is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, and legally described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the “Corporate Authorities”) of the Village of Western Springs (the “Village”) approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the “Sidewalk Easement”); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the “Developer”). The Developer desires to purchase the Property to construct three (3) new residential homes, referred to as the proposed “4300 Howard Avenue Residential Development” (the “Development”); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the “2018 CUP Ordinance”); and

WHEREAS, the Church and the Village agree that, even if the Developer does not purchase the Property, the 2018 CUP Ordinance should be repealed and rescinded; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into a redevelopment agreement with the Village to construct the Development, the Church, the Developer and the Village have agreed to enter into an Assignment, Assumption And Consent

Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development ("Developer Obligations") as well as other development obligations regarding the Development. A copy of the ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) is attached hereto as **Exhibit "B"** (the "Assignment"); and

WHEREAS, the Assignment also authorizes the Developer to negotiate and enter into the Redevelopment Agreement with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete certain activities and comply with certain conditions that are part of the Conditions of Approval, as set forth in Section 4 of the Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the "Developer Obligations"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow for the construction of the Development, it is necessary for the Village and the Developer to approve and enter into the attached "REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)" (the "Redevelopment Agreement") to provide for the redevelopment of the Property, including the construction of certain public improvements on behalf of the Village as described in the Redevelopment Agreement. A copy of the Redevelopment Agreement is attached hereto as **Exhibit "C"** and made a part hereof; and

WHEREAS, at open public meeting held on January 9, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the proposed 4300 Howard Avenue Residential Development and the related Assignment and Redevelopment Agreement, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 9, 2025 meeting, the Committee recommended that the Corporate Authorities of Village approve the Assignment and the Redevelopment Agreement; and

WHEREAS, at open public meeting held on January 13, 2025, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation regarding the proposed Development and the related Assignment and the Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its January 13, 2025 meeting, the Corporate Authorities of the Village accepted the Committee's recommendation regarding approval of the Assignment and the Redevelopment Agreement; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of

Illinois of 1970, to approve and enter into the Redevelopment Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the Assignment and the Redevelopment Agreement.

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

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

SECTION 2: Approval and Execution of Assignment and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the attached Assignment (**Exhibit "B"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Assignment.

SECTION 3: Approval and Execution of Redevelopment Agreement and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the final version of the attached Redevelopment Agreement (**Exhibit "C"**), which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Redevelopment Agreement.

SECTION 4: Termination of Resolution for Failure of Developer to Acquire Title to the Property. The validity of this Resolution is subject to the Developer purchasing the Property from the Property Owner. In the event the Developer does not purchase the Property from the Property Owner, upon written notice delivered to the Village Manager of the termination of the real estate purchase contract entered into between the Property Owner and the Developer, this Resolution shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable. If the Developer does not purchase the Property, the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Resolution based on the Developer not purchasing the Property. The Developer is required to provide written notice to the Village within five (5) calendar days of the termination of the real estate purchase contract.

SECTION 5: Delivery of Assignment and Redevelopment Agreement and Other Documents. After approval and execution of this Resolution and the Redevelopment Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Assignment and the Redevelopment Agreement to the Church and the Developer for record retention purposes.

SECTION 6: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by State law.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 27th day of January, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Draft

Exhibit "A"

Legal Description of Parcel – 4300 Franklin Avenue, Western Springs, Illinois.

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**Assignment, Assumption And Consent Agreement
For The Proposed 4300 Howard Avenue Residential Development
In The Village Of Western Springs, Illinois
(Lots 1, 8 And 9 In Field Park Subdivision)**

(attached)

Draft

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
ENTERED INTO BY HINSDALE UNITED METHODIST CHURCH, AS SUCCESSOR TO
THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS, AND FAIRFIELD PROPERTIES, LLC
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Assignment**") is entered into on this ____ day of January, 2025, by and between Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (hereinafter referred to as the "**Church**" or "**Assignor**"), and Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (hereinafter referred to as "**Developer**" or "**Assignee**") and the Village of Western Springs, an Illinois non-home rule municipal corporation located in Cook County, Illinois (hereinafter referred to as "**Village**"). The Assignor, the Assignee and the Village are collectively referred to as the "**Parties**" and individually as a "**Party**" under this Assignment.

RECITALS

WHEREAS, the Church is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, consisting of three (3) residentially zoned lots zoned under the R2 Single-Family Residence District classification, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "**Sidewalk Easement**"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to the Developer. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with consistent with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "**Site Plan**") submitted by the Developer to the Village (the "4300 Howard Avenue Residential Development"). A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development; and (f) the repeal of the following zoning ordinance approved by the President and Board of

Trustees of the Village (the “Corporate Authorities”) relative to the Church and activities formerly conducted at the Property: Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property); (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, subject to the corporate authorities of the Village granting approval of this Assignment, the Church and the Developer have approved and entered into this Assignment, the form and content of which has been approved by the Village Attorney, to authorize the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 4 of this Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the “Developer Obligations”); and

WHEREAS, under this Assignment and the Redevelopment Agreement, all of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth below in Section 4 of this Assignment, are being assigned to and assumed by the Developer, as the Church would be required to fulfill such obligations if the Letter of Agreement was not being terminated by the Village and the Church. The Developer accepts the assignment and assumption of all rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work from the Church, and agrees to complete the other Developer Obligations as set forth below in Section 4 of this this Assignment. As part of its approval of this Assignment, the Village approves of the assignment and assumption of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the statutory and constitutional authority and intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Assignment with the Church and the Developer, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **Assignment by Assignor; Consent.** The Assignor assigns, transfers and sets over to the Assignee all of its rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth in Section 4 below. The Church consents to the Developer, as contract purchaser of the Property, to negotiate and enter into the Redevelopment Agreement with the Village, prior to completing the purchase of the Property, that will obligate the Developer, at its cost, to construct the Development and to complete the Developer Obligations that are set forth below in Section 4 of this Assignment.

3. **Acceptance of Assignment by Assignee.** The Assignee assumes all of the rights, liabilities and obligations of the Assignor for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, and agrees to complete the other Developer Obligations that are set forth below in Section 4 of this Assignment.

4. **Developer Obligations.** The approval of the Corporate Authorities of the Village of the termination of the Letter Agreement, the Plat of Sidewalk Easement Abrogation, and this Assignment is conditioned upon and subject to the following:

A. Prior to the Village's approval of the termination of the Letter Agreement, the Developer shall approve and enter into a Redevelopment Agreement with the Village for the Construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set of development plans.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials

(if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (4) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (5) The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (6) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

5. **Village Approval of Assignment.** The Village approves of the assignment and assumption of the Church's rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer.

6. **Notices.** Any notice or communication required or permitted to be given under this Assignment shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Assignment, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit;

or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Assignment shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

Member
Fairfield Properties, LLC
Hinsdale, Illinois

7. **Applicable Law; Venue.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Assignment and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

8. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Assignment which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Assignment. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the Church.

9. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. **Effective Date; Legal Authority; Binding Effect.** The "Effective Date" of this Assignment shall be the date of execution by the last signatory. This Assignment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Assignment are the duly authorized representatives of their respective corporate entity and each such person has signed this Assignment pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to

their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

ASSIGNOR:

**Hinsdale United Methodist Church,
as successor to the First United Methodist Church
of Western Springs**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____

Notary Public

Date: _____, 2025.

ASSIGNEE:

**Fairfield Properties, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____

Notary Public

Date: _____, 2025.

VILLAGE:

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

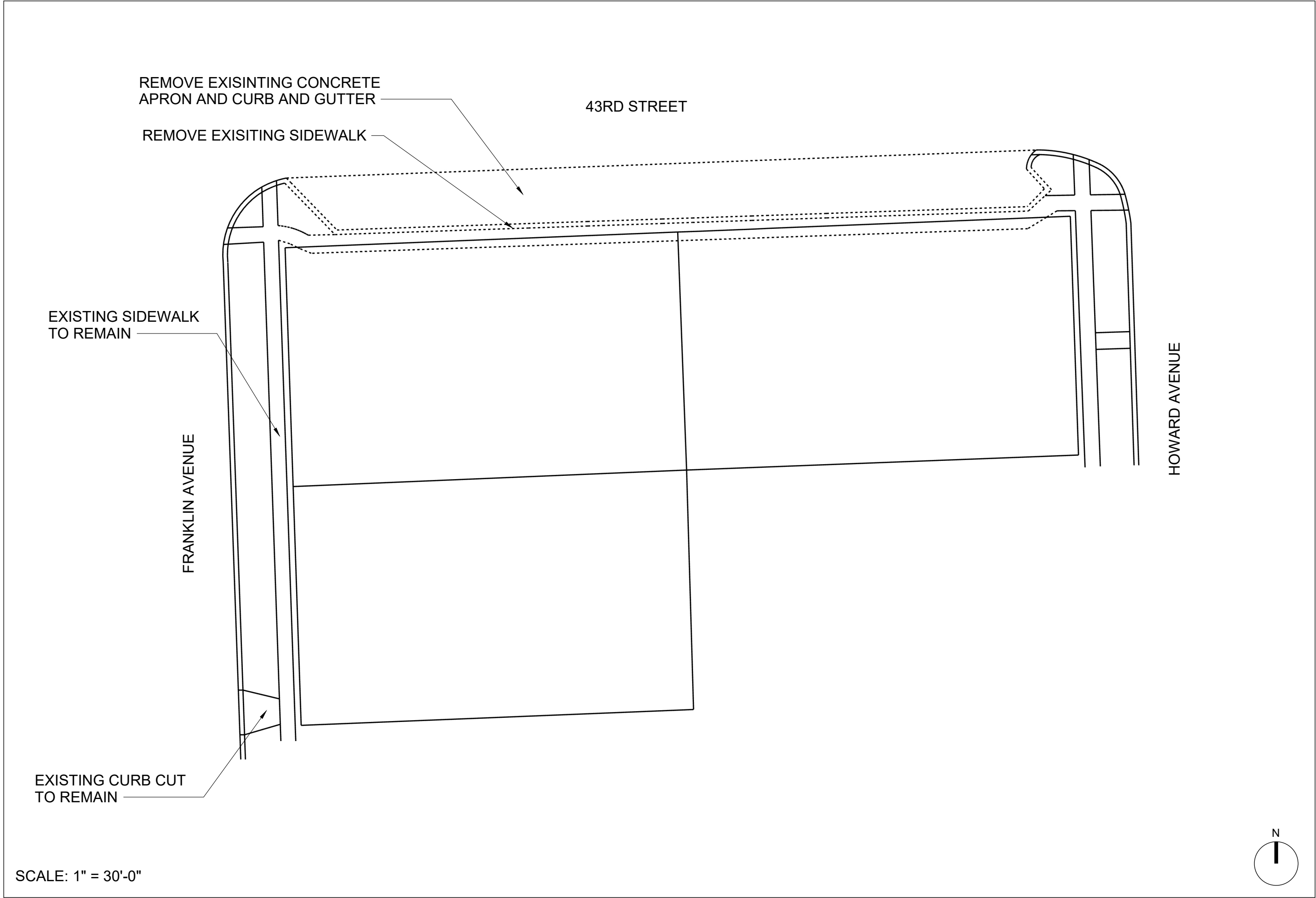
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

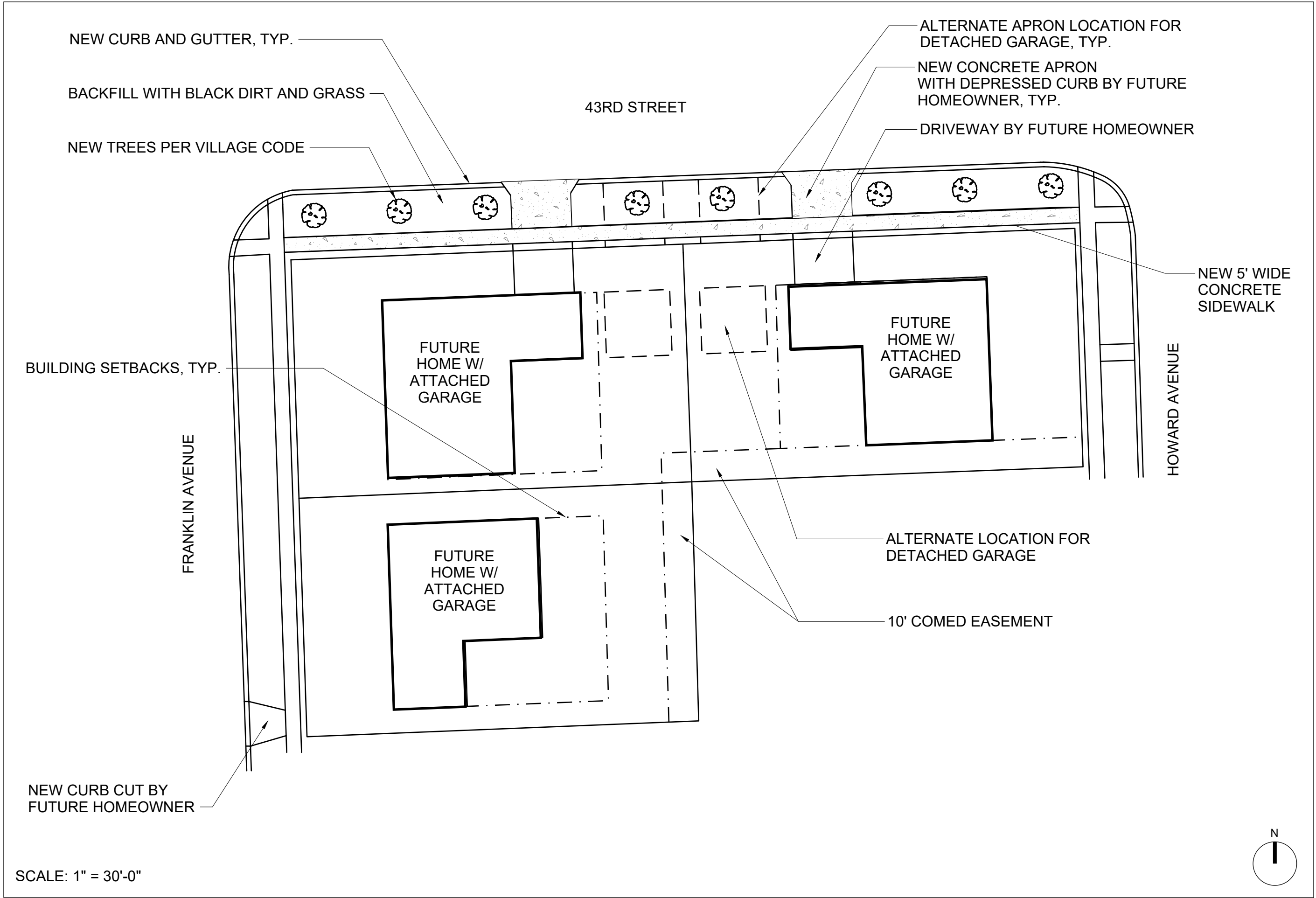
CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

A.01



CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024
DRAWN BY
BD

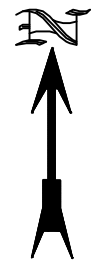
PARKWAY
RESTORATION
PLAN

A.02

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement
(Address: 4300 Franklin Avenue, Western Springs, Illinois)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)



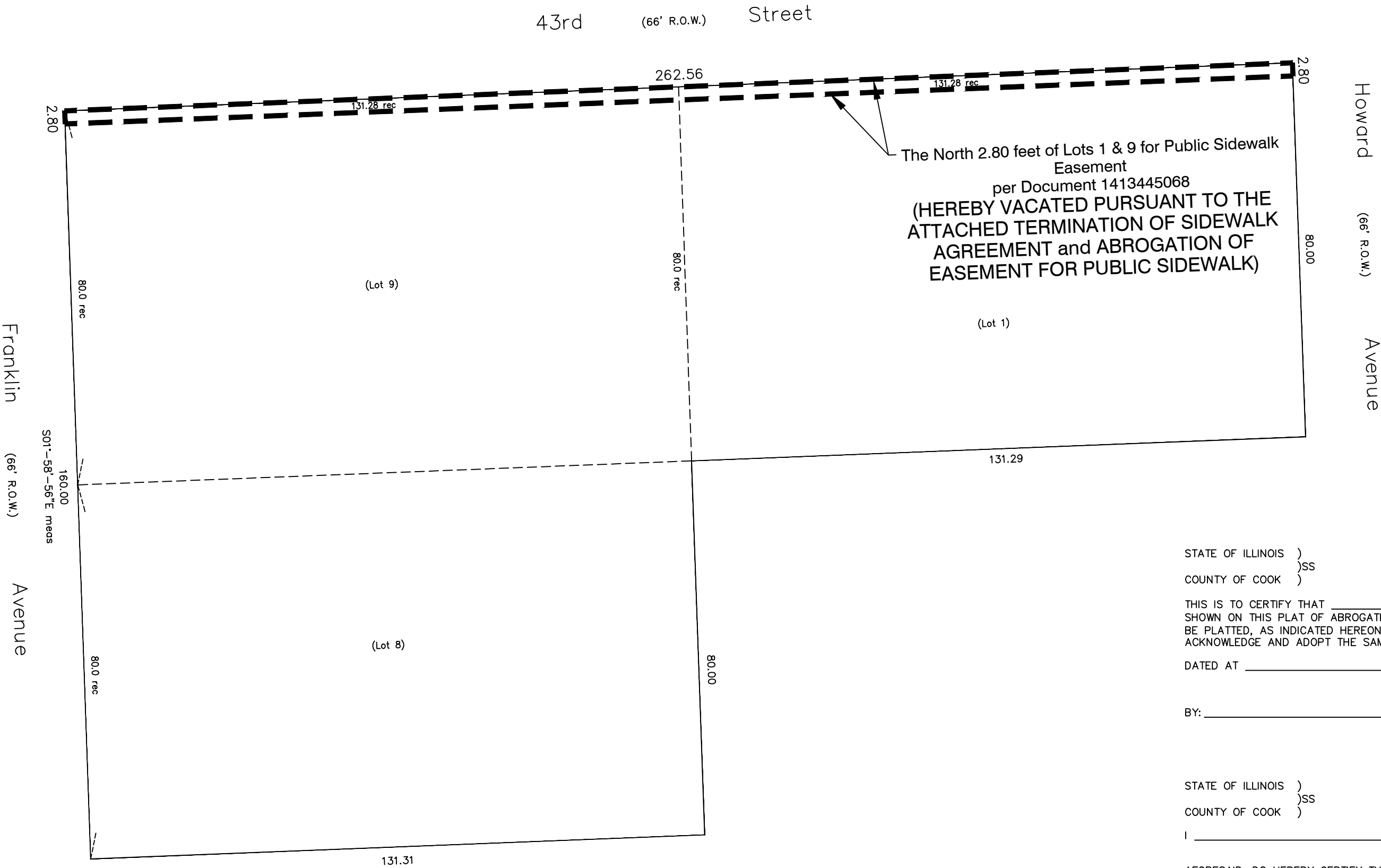
(assumed)

Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABOGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTART ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABOGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 _____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

ORIGINAL SEAL IN RED

Exhibit "C"

**Redevelopment Agreement
between the Village of Western Springs and Fairfield Properties, LLC
Relative to the Construction of the Proposed 4300 Howard Residential Development
(Lots 1, 8 And 9 In Field Park Subdivision)**

(attached)

Draft

After Recording Return To:
Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

Version dated 12.30.2024

Common Address:

4300 Howard Avenue
Western Springs, Illinois 60558

This space for Recorder of Deeds Office use only

Property Identification Numbers:

18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND FAIRFIELD PROPERTIES, LLC
FOR THE 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
(4300 Howard Avenue, Western Springs, Illinois)**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is dated the ____ day of _____, 2025 ("**Effective Date**"), and is entered into by and between the **VILLAGE OF WESTERN SPRINGS**, an Illinois municipal corporation ("**Village**"), and **FAIRFIELD PROPERTIES, LLC**, an Illinois limited liability company, with its principal corporate office located at _____, Hinsdale, Illinois ("**Applicant**" or "**Developer**"), by and through their respective duly authorized agents and/or representatives. The Village and the Developer are at times referred to below individually as a "**Party**" and collectively as the "**Parties**".

IN CONSIDERATION OF the mutual covenants and promises as contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village, a non-home rule municipality, is a duly constituted and existing municipality within the meaning of Section 1 (Municipalities And Units Of Local Government) and Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970.

B. The Village is authorized, under the provisions of Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law. The Village has the statutory authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with developers and redevelopers to achieve these objectives.

C. As of _____, 2024, the Developer is the contract purchaser and prospective developer of the real property commonly known as 4300 Howard Avenue, Western Springs, Illinois

("Property"), consisting of three (3) lots zoned under the R2 Single-Family Residence District classification, and has filed a concept plan with Village and supporting documents (the "Application") for the redevelopment of the Property with three (3) new residential homes, referred to as the proposed "4300 Howard Avenue Residential Development" (the "Development"). Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs, (the "Church" or "Property Owner") is the owner of the Property. The Property Owner has further executed a "Written Consent and Waiver" to allow Fairfield Properties, LLC to enter into this Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The Property is approximately seventy-two hundredths (.72) of an acre. The Property Tax Index Numbers for the Property are identified as follows: (1) PIN: 18-05-302-001-0000; (2) PIN: 18-05-302-002-0000; and (3) PIN: 18-05-302-018-0000 (collectively the "**Property PINs**"). The Legal Description of the Property is attached hereto as **Exhibit "B"** and made a part hereof.

D. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "Site Plan") submitted by the Developer to the Village. A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan), dated October 22, 2024, is attached hereto as **Exhibit "C"** and made a part hereof; and

E. With the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the "Corporate Authorities") of the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Subject Property (the "Sidewalk Easement").

F. To address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the "2018 CUP Ordinance").

G. To address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into this Agreement with the Village, the Church, the Developer and the Village have agreed to enter into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) ("Assignment"), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development

("Developer Obligations") as well as other development obligations regarding the Development. A copy of the Assignment is attached hereto as **Exhibit "D"**; and

H. Subject to the condition of approval that the Developer purchase the Property and complete the construction of the Development, at an open public meeting held on January 27, 2025, the Corporate Authorities of the Village approved the following documents:

- (1) **Ordinance No. 25-????**: ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES' APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY) TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
- (2) **Resolution No. 25-_____**: RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS.
- (3) **Resolution No. 25-_____**: RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).

I. While there appears to be no zoning relief needed for the Developer to construct the proposed Development based on the submitted Site Plan, if zoning relief is determined to be required to construct the Development, the Developer agrees to apply for and use commercially reasonable efforts to secure all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development in conformance with the Village-approved Final Development Plans, as amended by any Village-approved zoning relief and development entitlements and any approval conditions and requirements imposed by other governmental oversight agencies. The Developer agrees to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction and operation of the Development.

J. To receive a site development permit or a construction permit for the Development, the Developer is required to submit and obtain the plan approval of a set of Final Development Plans by the Village Engineer and the Community Development Director, or their designees, which shall incorporate

and account for the Village-approved zoning relief after the required public hearing(s) are completed (if zoning relief is required), including consideration of any recommendation issued by the advisory Village Plan Commission and public input, the Village plan review comments, the Village Engineer review comments and the Community Development Department review comments, and all required amendments issued by any other governmental authority with jurisdiction over the Development, and proof of approval of all necessary development or governmental permits issued by any other governmental authority with jurisdiction over the Development.

K. In addition to the completion of the Developer Obligations, the Developer agrees to construct all components of “Infrastructure” and “Public Infrastructure” (as defined below) that are required by the “Requirements of Law” (as defined below) for the completion of the Development.

L. The Developer intends to construct the Development continuously to completion once work on the Development commences.

M. The foregoing Recitals of this Section 1 are material terms and provisions and are incorporated herein and made a part of this Agreement.

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

A. “Approval Resolution”: Western Springs Resolution No. 25-_____ approving a Redevelopment Agreement with the Village for the Construction of the Development with Conditions.

B. “Approved Plans”: See Subsection 4.A. of this Agreement.

C. “Board of Trustees” or “Corporate Authorities”: The President and Trustees of the Village of Western Springs.

D. “Certificate of Completion”: Means a certificate, issued by the Village, that confirms: (a) the Development has been completed in substantial conformance with the Approval Ordinance and the Village-approved Final Development Plans; or (b) substantial completion of any significant milestone component of the Development (e.g., completion of the Infrastructure), as applicable.

E. “Change in Law”: Means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon. Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial

or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

F. “Developed Lot”: Each platted lot, separately designated as Lot 1, Lot 8 and Lot 9 in Field Park Subdivision, which is developed with a single-family home and other related improvements (e.g., driveway, sidewalk and landscaping) by the Developer in accordance with this Agreement.

G. “Developed Lot Owners”: Each of the initial purchasers of and all successor owners of each Developed Lot.

H. “Development Director”: The Village’s Community Development Director.

I. “Developer”: Includes Fairfield Properties, LLC and its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property.

J. “Effective Date”: The date that the last signatory signs this Agreement, which shall be written in the first paragraph of this Agreement.

K. “Force Majeure”: See definition of Uncontrollable Circumstance and Subsection 17.N. of this Agreement.

L. “IDOT”: The Illinois Department of Transportation.

M. “IEPA”: The Illinois Environmental Protection Agency.

N. “Infrastructure”: All utilities including without limitation drinking water, sanitary sewer, storm sewer and detention basins, electric, gas, and telecommunication; stormwater system elements including without limitation detention facilities, streets, drive aisles, driveways, drive aprons, curbs, gutters, street lights, and parking spaces; sidewalks, other pedestrian ways, pedestrian amenities, pedestrian lighting, way-finding signs, and parkway trees, parkway restoration and other parkway landscaping; and all related improvements for the Development, whether private or public and whether within the Property or within adjacent rights-of-way and property.

O. “Infrastructure Cost Estimate”: See Subsection 4.B. of this Agreement.

P. “LOC”: An irrevocable letter of credit issued by a lending institution licensed to do business in the State of Illinois, on a form approved by the Village Attorney.

Q. “MWRD”: The Metropolitan Water Reclamation District of Greater Chicago.

R. “Private Infrastructure”: All Infrastructure other than Public Infrastructure, including the Stormwater Conveyance System.

S. “Property”: The real property legally described in Exhibit “B” attached to this Agreement.

T. “Public Infrastructure”: Infrastructure that is being dedicated to the Village or to other governmental agencies, including without limitation drinking water mains (but not water service lines to

buildings), water hydrants, sanitary sewers and parkway trees, parkway restoration and other parkway landscaping and other elements determined by the Village. In the event of any ambiguity, the Village will determine whether an Infrastructure element is public or private.

U. “Director of Engineering Department”: The Village’s Village Engineer.

V. “Reimbursable Costs”: See Subsection 8. of this Agreement.

W. “Requirements of Law”: All applicable federal and State of Illinois laws and statutes, the Zoning Code, the Village Code, and the Village’s building, stormwater management, and other codes and regulations. The **2006 International Building Code** will apply to architectural and structural plans and specifications for all buildings within the Development unless preempted by State of Illinois or federal law or the Village designates, in writing, other applicable standards. Otherwise, Village-adopted model codes will apply and State of Illinois building codes will apply in the absence of an applicable Village-adopted model code. Accessibility standards of the Americans with Disabilities Act (42 U.S. Code § 12101) will apply to all common areas. The **2006 International Building Code** reference to 2009 ICC Accessible and Usable Buildings and Facilities (ANSI) (2003 Safe Harbor of FHA) in conjunction with the standards of the Illinois Accessibility Code will be followed for all residential units.

X. “Site Work”: Grading land, excavating soil and debris, environmental remediation, installation of underground utilities, and similar activities.

Y. “Stormwater Conveyance System”: All elements of Infrastructure that relate to the management, detention, storage, and conveyance of stormwater, which shall be privately owned and maintained by the Developer and then by the Developed Lot Owners and shall comply with the Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO (as defined below).

Z. “Uncontrollable Circumstance”: An event that is beyond the reasonable control of and occurs without the fault of the involved party, including without limitation to the following events: (i) an insurrection, riot, civil disturbance, sabotage act of a public enemy, explosion, nuclear incident, war, or naval blockade; (ii) an epidemic, pandemic, hurricane, tornado, landslide, earthquake, lightning, fire windstorm, or other casualty or act of God, or persistent bad weather that impedes progress; (iii) a government condemnation or taking; (iv) a strike, lockout, or other labor dispute other than those caused by the unlawful acts of the Developer; and (v) a Change in Law. Uncontrollable Circumstance does not include any of the following events or conditions: Economic hardship, impracticability of performance, commercial, economic or market conditions, or a failure of performance by a contractor (except as caused by an event that is an Uncontrollable Circumstance as to that contractor). See Subsection 17.N. regarding Force Majeure.

AA. “Village Code”: The Western Springs Code of Ordinances.

BB. “Village Manager”: The Western Springs Village Manager, or their designee.

CC. “Zoning Code” or “DCO”: The Western Springs Development Control Ordinance.

SECTION 3. PROPERTY ACQUISITION; TERMINATION.

A. **Property Acquisition.** The Developer has entered into a real estate purchase contract with the Property Owner, and, subject to the terms and conditions of this Agreement, intends to acquire

fee simple title to the Property on or before [REDACTED], 2025 (the “**Acquisition Deadline Date**”). The closing date at which the Developer obtains fee simple title to the Property is referred to as the “**Acquisition Date**”. If the Developer does not acquire fee simple title to the Property by 5:00 p.m. CST on the Acquisition Deadline Date, the Developer shall send written notice to the Village within five (5) calendar days after of the expiration of the Acquisition Deadline Date advising that the acquisition of the Property did not occur and providing a status on the acquisition consisting of one of these responses: (i) the Property Owner or the Developer has terminated the real estate purchase contract; or (ii) the Property Owner and the Developer have mutually agreed to terminate the real estate purchase contract; or (iii) the Developer and the Property Owner have extended the Acquisition Date and are actively working on matters to complete the acquisition of the Property by the extended Acquisition Date. If the Property Owner or the Developer terminates the real estate purchase contract or the Property Owner and the Developer have mutually agreed to terminate the real estate purchase contract, this Agreement shall automatically terminate without any further action being taken by either Party, and without any liability to either Party. In the event the Developer does not purchase the Property from the Property Owner, this Agreement shall automatically terminate without further action by the Corporate Authorities of the Village and shall be void and unenforceable, and the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of this Agreement based on the Developer not purchasing the Property. If the Developer and the Property Owner extend the Acquisition Date and actively work on matters to complete the acquisition of the Property by the extended Acquisition Date, this Agreement shall remain in effect until either the Property Owner or the Developer terminates the real estate purchase contract or the Property Owner and the Developer mutually agree to terminate the real estate purchase contract, subject to the next sentence. This Agreement shall automatically terminate without any further action being taken by either Party, and without any liability to either Party, if the Developer does not acquire the Property within twelve (12) months of the approval date of this Agreement. Notwithstanding any other provision or term in this Agreement, each Party expressly agrees that the cure remedy under Section 16 (Default; Cure) of this Agreement shall not apply to the automatic expiration provision. The Corporate Authorities of the Village, in their sole discretion, may approve an addendum to this Agreement that extends the 12-month automatic expiration provision so that the Developer has additional time to acquire the Property. The Developer agrees to waive any claims or causes of action for damages of any kind that it could file against the Village for not passing an addendum that extends the 12-month automatic expiration provision so that the Developer has additional time to acquire the Property. The Developer also agrees to indemnify, defend and hold harmless the Village and its appointed and elected officials, employees, engineers, attorneys, agents and representatives from any claims or causes of action or damages of any kind that could be filed against the Village by the Property Owner or any person for not passing an addendum that extends the 12-month automatic expiration provision so that the Developer has additional time to acquire the Property.

SECTION 4. DEVELOPMENT PLANS.

A. **Development Plans.** Prior to the issuance by the Village of any permit for construction within the Property, the Developer must provide to the Village the following detailed Final Development Plans for the Development, all of which must be substantially consistent with **Exhibit “E”** to this Agreement and shall be reviewed by the Community Development Director, the Fire Chief, the Police Chief, the Village Engineer, the Village Attorney and other Village consultants (collectively, the “Village Staff”) as part of the Village development plan review process, and shall be returned to the Developer for updating and corrections to comply with the Village Staff’s development plan review comments and requirements (the “Approved Plans”). The final version of the Approved Plans shall be stamped by a

licensed engineer or signed by a licensed architect. The Developer may re-submit updated Final Development Plans to address the Village Staff's plan review comments and requirements. If the Developer objects to any of the Village Staff's development plan review comments and requirements, the Developer may file a written request with the Village Board seeking approval of a modification(s) to the Village Staff's development plan review comments and requirements, which may or may not be granted by the Village Board, in its sole discretion, at an open public meeting. The Approved Plans, at a minimum, shall consist of final versions of:

- (i) Detailed engineering plans, including without limitation civil, structural, architectural, lighting, construction staging, mechanicals screening and refuse screening plans, on-site and off-site storm water drainage plans, and Infrastructure plans.
- (ii) Detailed, dimensioned site plans.
- (iii) Detailed, dimensioned landscaping plans.
- (iv) Building Elevations and Village-approved Exterior Building Materials List (color, material type, etc.).
- (v) Such other plans and documents reasonably required by the Village Staff for the construction of the Development by the Developer.

B. **Infrastructure Cost Estimate.** The Developer must prepare an estimate of the cost of construction of the Infrastructure (the "Infrastructure Cost Estimate") and submit the estimate to the Village prior to the issuance by the Village of any permit for construction. The Village Engineer will review, revise as necessary, and approve the Infrastructure Cost Estimate.

SECTION 5. DEVELOPMENT AND USE OF THE PROPERTY.

A. Commencement and Completion of Construction.

- (i) The Developer intends to commence site improvement or construction work on the Development not more than one hundred eighty (180) calendar days after the Village Board's approval of this Agreement (the "**Anticipated Commencement Date**"), subject only to Force Majeure.
- (ii) The date the Developer receives a Village site development permit or a building permit authorizing work to proceed on the Development, or any part thereof, shall be the "**Commencement Date**".
- (iii) Construction of the Development shall substantially comply with the provisions of this Agreement and each of the conditions of approval set forth in this Agreement.
- (iv) Construction of the Development shall substantially comply with, and the Development shall be substantially completed in accordance with, the timeframes outlined on Developer's "Construction Schedule", attached hereto as **Exhibit "F"** and incorporated herein (the "Construction Schedule"), but not later than twenty-four (24) months after the Commencement Date, subject to Force Majeure, with the actual date of Substantial Completion being the "**Substantial Completion**".

Date. “Substantial Completion” or “Substantially Completed” shall mean that the residential component of the Development is eligible to receive a temporary certificate of occupancy, and the public improvements are completed to the Village’s dedication standard, to the extent applicable to such public improvements.

B. **Substantial Compliance with Approved Plans.** Except for minor alterations due to field conditions approved by the Village Engineer or the Community Development Director, the construction of the Development shall substantially conform with: (i) this Agreement, (ii) the Approved Plans, and (iii) the Requirements of Law; and shall not materially impact the exterior materials and/or exterior architectural designs included in the Approved Plans, were not rejected by the Village during the design phase of the Development, and are necessary for the Developer to complete the Development, or any portion thereof, within the applicable portion of the Development Construction Schedule.

C. **Plat of Subdivision; Easement for Public Access.** Lots 1, 8 and 9 are platted lots adjacent to existing, dedicated and improved Village rights-of-way, and, therefore, the Developer is not required to prepare and file with the Village a Plat of Subdivision or a Plat of Easement for Public Access as part of the construction of the Development.

D. **Development – Prior to Property Acquisition or Issuance of Permits.** No construction, improvement or development of any kind by the Developer shall be permitted on any portion of the Property unless and until: (a) the Developer acquires title to the Property; and (b) the Developer has been issued either a Village site development permit or a Village construction permit. Further, no occupancy of the Development may occur prior to the issuance of a Village Certificate of Completion for the Infrastructure and a Village certificate of occupancy for the portion of the Development that occupancy is sought (i.e., individual certificates of occupancy shall be issued for individual residential houses only after the Village issues a Certificate of Completion for the individual townhome building).

E. **Development – Failure to Complete.** In the event that the Developer fails to complete the Development on or prior to the Substantial Completion Date, or fails to comply with the Construction Schedule (in either case, subject to Force Majeure), and such failure continues for more than thirty (30) calendar days after notice thereof by the Village to the Developer, then:

- (i) The Village, by delivery of written notice to the Developer, may require the Developer to submit, within fifteen (15) calendar days, a plan pursuant to which the Developer will: (i) avoid falling further behind the dates set forth in the Construction Schedule; and (ii) complete construction of the Development in accordance with the Construction Schedule, as modified to reflect the “catch-up” plan (a “**Catch-Up Plan**”), for approval by the Village, which approval shall not be withheld unreasonably provided that the Catch-Up Plan has been approved by the Developer’s construction lender (the “**Lender**”). At such time as the Village has approved a Catch-Up Plan, the Developer shall use commercially reasonable efforts to implement, and diligently pursue and complete, the activities of the Catch-Up Plan.
- (ii) If the Developer fails to timely: (i) submit a Catch-Up Plan to the Village that has been approved by the Lender, or (ii) implement or complete the Catch-Up Plan; which failure continues for more than thirty (30) calendar days, then the Developer shall be deemed to be in default under the Catch-Up Plan and the Village shall have the right, but not the

obligation, to hire a replacement contractor to complete the unfinished Public Infrastructure and Developer Obligations ("Default Work") and shall have the right to use the Developer Security (as defined below) to pay the contractor to complete such Default Work. Upon such a default by the Developer, subject to and in accordance with the terms and conditions of any construction financing agreement, the Lender will have the right, but not the obligation, to exercise and perform the Developer's rights and obligations under this Agreement, including the hiring of a replacement contractor to complete the Default Work and/or to complete the Development. If the Village elects to complete the Default Work, then the Developer shall be obligated to pay, or to reimburse the Village for, all costs and expenses of completing such work that are in excess of the proceeds of the construction financing agreement and the Developer's Security.

- (iii) The Developer shall be responsible for all costs and expenses to prepare and implement and complete the Catch-Up Plan.
- (iv) The rights and remedies set forth in this Subsection 5.E. shall be the sole remedies available to the Village for the failures specified in this Subsection; provided that the Village shall have: (i) the remedy of specific performance to enforce the obligations of Developer pursuant to the terms and conditions of this Subsection; and (ii) the right to recover from the Developer all costs and expenses, including reasonable attorney fees, incurred by the Village in connection with exercising its rights and remedies under this Subsection, together with interest at the rate of eight percent (8%) per annum on any Village funds expended prior to reimbursement from the Developer Security.

F. **Dedication of Land.** Lots 1, 8 and 9 are platted lots adjacent to existing, dedicated and improved Village rights-of-way, and, therefore, the Developer is not required to dedicate any land to the Village or to any other governmental agency within the Village pursuant to Section 10-10-14 (Dedication of Park Lands and Schools Sites or Payment of Fees In Lieu Thereof) of the DCO.

G. **Development Covenants, Conditions, and Restrictions.** RESERVED.

H. **Maintenance of and Damage to Public Property and Off-Site Improvements.** During construction of the Development, the Developer must: (i) maintain all streets, sidewalks, and other public property adjacent to the Property in a good and clean condition and free of hazards at all times, (ii) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and (iii) repair or replace all damage to any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Property that may be caused by the activities of, or on behalf of, the Developer or any employees, contractors, subcontractors or agents hired by, or on behalf of, the Developer. The Developer agrees to promptly repair or replace or restore such damaged improvements with like-kind and like-quality materials. If, within twenty-four (24) hours after the Village gives the Developer notice to clean mud, dirt, or debris or to repair damage in compliance with this Subsection, the Developer neglects or fails to clean or repair or to undertake with due diligence to clean or repair the affected public property, then the Village may clean or repair the affected property, either with its own forces or with contracted forces, and recover from the Developer the greater of \$500.00 or the sum equal to the total cost incurred by the Village including without limitation administrative costs.

I. **Environmental Conditions.** The Developer must remain in compliance with all applicable federal and State of Illinois environmental laws and regulations while constructing the Development.

J. **Building Certification. RESERVED.**

K. **Estimated Development Costs and Construction Budget. RESERVED.**

L. **Development Financing. RESERVED.**

M. **Developer Obligations.** The Developer shall comply with each of the following Developer Obligations:

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "C"**), subject to Village plan review amendments and Village approval of the final set of development plans by the Village Community Development Director.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) The Developer shall not install curb cuts, driveway aprons and driveways along 43rd Street to serve the proposed residential homes to be constructed on Lot 1 and Lot 9; curb cuts, driveway aprons and driveways for Lot 8 and Lot 9 shall be located on Franklin Avenue and the curb cut, driveway apron and driveway for Lot 1 shall be located on Howard Avenue.
- (4) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of this Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind,

like-quality materials (if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of this Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (5) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (6) Pursuant Section 9 below, the Developer shall post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit in the amount of the Infrastructure Cost Estimate, as determined by the Village Engineer (the "Performance LOC") for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Performance LOC shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (7) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

SECTION 6. CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE.

A. **Developer's Duty to Construct Infrastructure.** The Developer, at its cost, must construct and install all of the Infrastructure.

B. **Standards Applicable to Infrastructure.** The following standards apply to the construction of the Infrastructure.

- (i) **General Standards.** All Infrastructure must be constructed in compliance with the standards in this Agreement and all Requirements of Law. All work performed in the construction of the Infrastructure must be conducted in a good and workmanlike manner.

All materials used for construction of the Infrastructure must be new and of first-rate quality.

- (ii) Special Standards. Construction of the Infrastructure must conform to the applicable standards of the MWRD, IDOT, Cook County and the IEPA.
- (iii) Prosecution of the Work. Once Site Work has begun, the Developer and all of its contractors must use commercially reasonable efforts to prosecute work on the Infrastructure in a diligent manner until the work is properly completed.
- (iv) Inspection, Engineering, Testing Services. The Developer must provide, at its cost, all inspection, engineering, and testing for construction of the Infrastructure, including without limitation: (a) on-site construction supervision services, (b) periodic inspections of construction of the Public Infrastructure conducted by a professional engineer, and (c) third-party materials sampling and testing services. The Developer must promptly provide the Village with the names of the project manager and project engineer and telephone numbers at which the project manager and project engineer can be reached at all times.
- (v) Village Inspections and Approvals. Village representatives have the right and authority, and the permission of the Developer, to inspect all work on the Infrastructure at all times between 8:00 a.m. and 6:00 p.m. weekdays, and at any other time work is taking place within the Property, and in the case of an emergency at any time reasonably determined by the Village, to confirm compliance with all requirements of this Agreement and all Requirements of Law.
- (vi) Other Approvals. When the construction of Infrastructure requires the permission or approval of a regulatory agency, including without limitation the MWRD, IDOT, Cook County or the IEPA, then the Developer must use all commercially reasonable efforts required to obtain the required permission or approval. The Developer may not commence work requiring the permission or approval of any such agency in advance of receiving that permission or approval.

C. **Approvals of Infrastructure.** When an Infrastructure improvement has been completed, the Developer must request final inspection and approval of that Infrastructure improvement by the Village. The Village will inspect that Infrastructure improvement and may prepare a punch list of items requiring repair or correction. The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will not approve an Infrastructure improvement until it has been fully and properly completed in accordance with the Approved Plans, including without limitation all punch list work for that Infrastructure improvement.

D. **Dedication and Acceptance of Public Infrastructure.** The Developer will dedicate to the Village each Public Infrastructure improvement after it is approved by the Village. The Village will accept a Public Infrastructure improvement when it has been fully and properly completed, but nothing will constitute an acceptance by the Village of a Public Infrastructure improvement except express written acceptance by the Village. Prior to the Village's acceptance, the Developer must execute, or cause to be executed, all documents reasonably requested by the Village to transfer ownership of the Public Infrastructure improvement to the Village, free and clear of all liens, claims, and encumbrances or restrictions that would prevent the Village from operating, maintaining, repairing, or replacing that Public Infrastructure improvement. The documents transferring ownership of a Public Infrastructure improvement to the Village must be reasonably acceptable in form and substance to the Village Attorney.

E. **Infrastructure Guarantees.** The Developer guarantees the prompt and satisfactory correction of every defect or deficiency in any Infrastructure that occurs or becomes evident within two

(2) years after Village approval and acceptance of that Infrastructure, and in the case of stormwater management system elements three (3) years, pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the 2-year or 3-year period, then the Village will give notice to the Developer stating the defect or deficiency and the Developer must correct the defect or deficiency within ten (10) calendar days after receipt of the notice or, if the defect or deficiency cannot reasonably be corrected within that 10-day period, then within a longer period of time as is reasonably necessary to correct the defect or deficiency so long as the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the correction. If the defect or deficiency is not corrected within the required time period, then the Village may undertake the correction and then the Village will have the right to draw from the performance securities deposited pursuant to Section 9 of this Agreement to reimburse itself for all costs and expenses incurred in making the correction. If any Public Infrastructure is repaired or replaced by the Developer pursuant to the demand of the Village, then the guaranty provided by this Subsection 6.E. will be extended, as to the repair or replacement, for two (2) full years after the date of completion of the repair or replacement.

F. **Perpetual Maintenance of Private Infrastructure.** **RESERVED.**

G. **Abandonment of Construction.** If the Developer abandons the Development or any part of the Development, then the Developer, within ninety (90) calendar days after notice from the Village, must: (i) remove all partially constructed improvements from the Property, (ii) backfill all excavations, and (iii) spread topsoil and plant grass seed throughout the Property, all to the satisfaction of the Village (collectively the "Required Restoration"). For purposes of this Subsection 6.G, "abandons" means cessation of construction for a continuous period of ninety (90) calendar days for any reason other than Force Majeure. If the Developer fails or refuses to complete the Required Restoration within the 90-day period, or such longer period of time as is reasonably necessary to complete the Required Restoration so long as the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the Required Restoration, then the Village will have, and is granted in addition to all other rights afforded to the Village in this Agreement and by law, the right, at the Village's option, to hire a contractor to complete part or all of the Required Restoration. Thereafter, the Village may charge the Developer an amount equal to the Village's actual costs of the Required Restoration including without limitation contractor costs, disposal costs, administrative personnel fees and costs, and legal fees (collectively the "Charged Amount"). If the Charged Amount is not paid by the Developer within thirty (30) calendar days after notice from the Village, then the Charged Amount, and all costs incurred by the Village related to collection of the Charged Amount (the "Collection Costs"), may be deducted from the Developer Security and will become a lien against the Property, and the Village will have the right to collect the Charged Amount and the Collection Costs and to enforce the lien in the same manner as mortgage foreclosure proceedings.

H. **Progress Meetings.** At all times, the Developer and the Village shall each have an individual designated as the Developer's and the Village's primary point of contact for Development-related matters. The Developer shall meet on a monthly basis with the Community Development Director, or their designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of the Developer and the Village, and shall provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information.

I. **Village Construction Manager Consultant.** The Village reserves the right to hire a construction manager consultant to assist the Village and its staff with all aspects of the Development,

including but not limited to compliance with the terms of this Agreement, the plan review process, inspections, reporting and oversight of the construction of the Development. The compensation and other employment benefits payable to the construction manager consultant for their work relative to the Development qualifies as a charge under the Reimbursable Costs.

J. **“As-Built” Development Plans.** The Developer, at its cost, shall prepare and provide to the Community Development Director two (2) paper copies and one (1) electronic copy of the “As-Built” Final Development Plans, with all minor modifications and in-field adjustments shown, at the time of issuance of the last occupancy permit for the final townhome unit as part of the Village’s issuance of the Certificate of Completion for the Development.

SECTION 7. CONSTRUCTION STAGING, TRAFFIC, PARKING; STREETS.

A. **Construction Staging.** The staging of construction work and materials must be in conformance with the Village-approved construction staging plan. The Developer must submit a staging plan for Village review and approval prior to the issuance of the permit for construction of the Development.

B. **Designated Traffic Routes.** The Village, in consultation with the Developer, may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to particular streets.

C. **Parking.** All construction-related vehicles, including passenger vehicles and construction equipment, must be parked within the Property or in areas specifically designated in advance in writing by the Village.

D. **Streets, Sidewalks, and Other Rights-Of-Way.** Any work on streets, sidewalks, and other rights-of-way related to the Development, public or private, must meet the following standards:

- (i) **Compliance with Plans.** All work must comply with the Village-approved plans for that work.
- (ii) **Protection of Final Surface Course; Restoration.** Except with the prior express written consent of the Village, no construction traffic may use any improved public right-of-way after installation of the final surface course of that right-of-way. If the Developer uses an improved public right-of-way for construction traffic, then the Developer must keep that right-of-way free and clear of mud, dirt, debris, obstructions and hazards, and must, after the use is no longer necessary, restore and repair that right-of-way to Village standards.

SECTION 8. DEVELOPER PAYABLE COSTS, FEES, AND EXPENSES AND ESCROW.

A. **Negotiation, Review, Inspection Fees.** In addition to all other costs, payments, fees, or other charges required by this Agreement or by the Requirements of Law or by the Village Code, the Developer must pay to the Village, promptly after receipt of a written demand or demands for payment:

- (i) All reimbursable costs, fees, payments, charges, and expenses (collectively “Reimbursable Costs”) for outside engineering, outside legal, and other outside consulting or administrative services incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this

Agreement, at the standard rates charged to the Village, as required by the Village Code. All Reimbursable Costs for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement must be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village.

- (ii) All Reimbursable Costs for inspections of the Property and the Development conducted by outside inspectors.
- (iii) All Reimbursable Costs for inspections of an individual dwelling unit until issuance of a final certificate of occupancy for that unit.
- (iv) All Reimbursable Costs incurred in connection with a future application, document or proposal, whether formal or informal, of whatever kind submitted by the Developer (or its successor) to the Village in connection with the Development or the use or future development of the Property.
- (v) All Reimbursable Costs incurred by the Village for publications and recordings required in connection with the Development or the Property.

B. **Other Village Fees.** In addition to all other Reimbursable Costs required by this Agreement, the Developer must pay to the Village: (i) all standard application, plan review, inspection, and permit fees, (ii) all standard water and sewer fees, tap-on fees, and charges, (iii) compensation for trees removed from public parkways or other public right-of-way, (iv) all costs for replacement trees, and (v) all other standard fees, charges, impact fees to the Village and to any other governmental agency with an impact fee ordinance and contributions pursuant to the Requirements of Law and the Village Code.

C. **Reimbursement for Village Work on Utilities.** If during construction of the Development the Developer discovers a water main, sewer main, or other utility that must be relocated to avoid conflict with the Development, then the Developer and the Village will determine how, where, and by whom the utility will be relocated and the Developer must pay all costs and expenses of that relocation.

D. **Developer Escrow.** The Developer shall maintain a "Developer Cash Escrow" with the Village for purposes of payment of the Reimbursable Costs and other costs payable to the Village by the Developer as required by this Agreement, and shall comply with the funding terms of the Developer Escrow as set forth in this Agreement and Section 9. below.

E. **Compensation for Development Impacts.** RESERVED.

SECTION 9. PERFORMANCE SECURITY.

A. **Developer Cash Escrow; Letter of Credit ("LOC").** As security to the Village for the performance by the Developer of the Developer's obligations to construct and complete the Infrastructure pursuant to and in accordance with this Agreement, the Developer shall deposit with the Village the following:

- (i) **Developer Cash Escrow.** The sum of \$15,000.00 cash (the "Developer Cash Escrow") shall be paid by the Developer to be held by the Village and drawn on to reimburse the Village for Reimbursable Costs incurred by the Developer described in Section 8. Any interest earned on the Developer Cash Escrow will be added to the escrow, but the Village is not required to cause interest to be earned. If draws on the Developer Cash Escrow reduce the balance in the Escrow to \$5,000.00 or below at any time, then the Developer must

restore the Developer Cash Escrow to a level determined by the Village (but not exceeding \$15,000.00) until the Certificate of Completion is issued by the Village for the Development. Any money remaining in the Developer Cash Escrow will be distributed to the Developer within sixty (60) calendar days after notice from the Developer to the Village requesting release of such funds, after issuance of the full, final certificate of occupancy for the final townhome building constructed within the Development.

- (ii) Performance and Payment Letter of Credit. A performance and payment letter of credit in an amount equal to one hundred ten percent (110%) of the Infrastructure Cost Estimate (the "Performance LOC") in the form required in Subsection 9.E. below.
- (iii) Condition Precedent. The deposit of the Performance LOC and the Developer Cash Escrow is a condition precedent to issuance of any permit by the Village for work on the Development.

B. Maintenance of Performance LOC. The Performance LOC shall be maintained and renewed by the Developer, and will be held in escrow by the Village, until completion of the Infrastructure and the Public Infrastructure, as determined by the Village, and the approval by the Village and dedication to the Village of the Public Infrastructure, if any, and until the posting of the Guaranty Letter of Credit required by Subsection 9.C. below. After the acceptance and posting of the Guaranty Letters of Credit, the Village will release the Performance LOC and return it to the Developer.

C. Guaranty Letters of Credit. As a condition of the Village's approval of the Public Infrastructure and the Village's acceptance, where appropriate, of any or all of the Infrastructure pursuant to Subsections D. and E. of this Section, the Developer must post two (2) letters of credit, in the form required by Subsection 9.E. below (each a "Guaranty LOC") as follows:

- (i) General Guaranty LOC: This LOC shall be security for the performance of the Developer's obligations under this Agreement related to Infrastructure. The General Guaranty LOC will be in the amount of ten percent (10%) of the Infrastructure Cost Estimate and will be held by the Village in escrow until the end of the two-year guaranty period set forth in Subsection 6.E. of this Agreement or until two (2) years after any necessary modification to or correction of any defect or deficiency in a Public Infrastructure improvement pursuant to Section 6.E. above and payment therefor, whichever occurs later.
- (ii) Stormwater Detention Guaranty LOC: This type of security is not required for this Development.

If the Village is required to draw on a Guaranty LOC by reason of the Developer's failure to fulfill its obligations under this Agreement, then the Developer, within twenty (20) calendar days thereafter, must cause the Guaranty LOC to be increased to its full original amount. "Developer Security" shall consist of the Developer Cash Escrow, the Performance LOC and the General Guaranty LOC.

D. Costs of Developer Security. The Developer is responsible for the full cost of securing and maintaining the Developer Cash Escrow, the Performance LOC and the Guaranty LOCs.

E. Forms of Letters of Credit. The Performance LOC and the Guaranty LOCs must be in substantially the forms attached to this Agreement as **Group Exhibit "G"**, with minor revisions as may be requested by the issuer and approved by the Village Attorney. Each letter of credit also must be from a bank having capital resources of at least \$25,000,000, with an office in the Chicago Metropolitan Area or other location acceptable to the Village and insured by the Federal Deposit Insurance Corporation. Each letter of credit must, at a minimum, provide that: (i) it will expire no earlier than the later of two (2) years after the date of its issuance or thirty (30) calendar days after delivery to the Village, in the manner

provided in Subsection 9.G. below, of written notice that the letter of credit will expire, (ii) it may be drawn on based on the Village Manager's certification that the Developer has failed to fulfill any of the obligations secured by the letter of credit, (iii) it does not require the consent of the Developer prior to any draw on it by the Village, (iv) it cannot be canceled without the prior written consent of the Village, and (v) if at any time it will expire within thirty (30) or any lesser number of calendar days, and if it has not been renewed, and if any obligation of the Developer secured by the letter of credit remains uncompleted or unsatisfactory, then the Village may call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all Developer obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village in connection therewith, as the Village may determine.

After completion of the Developer's obligations to construct and complete the Infrastructure in accordance with this Agreement, and after reimbursement of the Village for all costs and expenses incurred by the Village, including without limitation legal fees and administrative costs, then the Village will release to the Developer any proceeds remaining on deposit with the Village drawn from the Performance LOC and return the Performance LOC to the Developer. The Performance LOC will provide that the aggregate amount of the Performance LOC may be reduced once, upon joint written direction by the Developer and the Village, to the amount of twenty-five percent (25%) of the Infrastructure Cost Estimate when Infrastructure totaling seventy-five percent (75%) of Infrastructure Cost Estimate have been completed and accepted by the Village. The reduction to reimburse the Developer for payment of Infrastructure Improvement work satisfactorily completed will be allowed only after the Developer has provided certified contractors' sworn statements, certified schedule of values, partial or final waivers of lien, proof of payment of contractors and subcontractors, bank statements, etc., as may be appropriate, and all additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Infrastructure Improvement in question and full payment of all contractors, subcontractors, and material suppliers.

The Guaranty LOCs shall not be reduced to reimburse the Developer for any cost incurred in satisfaction its obligations under Section 8. or Section 9. of this Agreement.

F. Replenishment of Developer Security. If at any time the Village reasonably determines that the funds remaining in the Developer Cash Escrow or the Performance LOC or a Guaranty LOC are not sufficient to pay in full the remaining unpaid cost of all Infrastructure and all unpaid or reasonably anticipated Village costs, fees, and expenses, or that the funds remaining in a Guaranty LOC are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Infrastructure and all unpaid or reasonably anticipated Village fees, costs, and expenses, then, within twenty (20) calendar days after a demand by the Village, the Developer must increase the amount of the Developer Cash Escrow or the Performance LOC or a Guaranty LOC to an amount, as determined by the Village Engineer, to be sufficient to pay unpaid costs, fees, and expenses. Failure by the Developer to increase the amount of the Developer Security will be grounds for the Village to retain any remaining balance of the Developer Cash Escrow and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the Performance LOC or a Guaranty LOC.

On completion of the Developer's obligations to construct and complete the Infrastructure pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village will release to the Developer any remaining funds in the Developer Cash Escrow and any proceeds remaining on deposit with the Village from the Performance LOC or a Guaranty LOC and will return the letters of credit to the Developer.

G. **Use of Funds in the Event of Breach of Agreement.** If the Developer, after all required notices and cure periods under this Agreement have been provided, fails or refuses to complete the Infrastructure in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Infrastructure as required by Section 6 above or this Section 9, or fails or refuses to clean or repair property in accordance with a demand made pursuant to Subsection 5.E. or Subsection 7.D.(ii) of this Agreement, or fails or refuses to pay any amount pursuant to Section 8. above within five (5) business days after demand by the Village, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement secured by a letter of credit, then the Village, in its discretion and after a delivery of a 5-day notice to the Developer and the Developer's failure to cure its failure or refusal within that 5-day period, may retain all or any part of the Developer Cash Escrow and/or draw on and retain all or any of the funds remaining in the appropriate letter of credit.

H. The Village thereafter will have the right to exercise its rights under Subsection 5.E. above and under this Subsection 9.G., to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Developer Cash Escrow and the appropriate letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement.

If the funds remaining in the Developer Cash Escrow or the appropriate letter of credit are insufficient to repay fully the Village for all costs and expenses, and to maintain a cash reserve equal to a required Guaranty LOC during the entire time the Guaranty LOC should have been maintained by the Developer, then the Developer, on demand of the Village therefor, must immediately deposit with the Village any additional funds as the Village reasonably determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

After: (i) completion of the Developer's obligations to construct and complete the Infrastructure in accordance with this Agreement, (ii) correction of all defects and deficiencies in the Public Infrastructure as required by Subsection 6.E. above, (iii) repair of property in accordance with a demand made pursuant to Subsection 5.E. above, (iv) payment of all amounts demanded by the Village pursuant to this Section 9, (v) compliance with all other terms of this Agreement secured by a letter of credit, and (vi) reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village; then the Village will release to the Developer any remaining Developer Cash Escrow and any proceeds remaining on deposit with the Village from any letter of credit and return the letter of credit to the Developer.

I. **Village Lien Rights.** If any money, property, or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this Section 9. or paid or conveyed to the Village by the Developer within thirty (30) calendar days after a demand for payment or conveyance, then the money, or an amount equal to the Village's reasonable estimate of the value of the property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, will become a lien upon the Property and the Village will have the right to collect the amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings.

SECTION 10. RESERVED.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. **No Village Liability.** The Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of: (i) the Village's review and approval of any plan or specification provided by the Developer or the Developer's representatives for the Development; or (ii) the issuance of any approvals, permits, certificates, or acceptances for the Development or use of the Property and that the Village's reviews, approvals, and issuances do not, and will not in any way, be deemed to insure the Developer or any of its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, and or any other person, and each and all homeowners associations or their equivalent within the Property, against damage or injury of any kind at any time.

B. **Village Procedures.** The Developer agrees not to challenge the Village's approval of this Agreement or any other Village approved document that relates to the Development.

C. **Indemnification.** The Developer acknowledges that the accuracy and sufficiency of the Developer's Development Plans and related specifications for the Development are entirely the responsibility of the Developer and are not the responsibility of the Village, regardless of whether the Village reviews or approves the Developer's Development Plans and related specifications for apparent consistency with the Village's codes. The Developer agrees to indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "Indemnitees") from any and all third party claims and causes of action of any kind that may be asserted at any time against the Village and any of the Indemnitees in connection with: (i) any design defect in the Developer's Development Plans and related specifications for the Development or any Infrastructure, regardless of the Village's review and approval of any Developer Development Plans or related specification for the Development or the Infrastructure or the Village's issuance of any approval, permit, certificate, or acceptance for the Development based on the apparent consistency of any Developer Development Plans or related specification for the Development or any Infrastructure Improvement; or (ii) the design, development, construction, maintenance, or use of any portion of the Property or the Infrastructure (each a "Claim" and collectively "Claims"). This indemnity does not apply or extend to any matter concerning maintenance by the Village of any Public Infrastructure after that Public Infrastructure has been accepted by the Village in accordance with this Agreement.

D. **Defense Expenses.** The Developer agrees to pay all expenses, including without limitation attorney fees, litigation defense fees and costs, consultant fees and administrative expenses incurred by the Village in examining and tendering the defense of any Claim to the Developer in accordance with Subsection 11.C. above.

SECTION 12. BINDING NATURE OF AGREEMENT.

The obligations assumed by the Developer under this Agreement are binding on the Developer, on all of the Developer's transferees, successors-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property and each and all homeowners associations or their equivalent within the Property.

SECTION 13. TERM.

This Agreement will run with and bind the Property as long as the Development and its homeowners association continues to exist and operate, and will inure to the benefit of and be enforceable by the Developer, the homeowners association and the Village.

SECTION 14. ENFORCEMENT.

Either Party to this Agreement may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, except that the Developer agrees that it will not seek, and does not have the right under any circumstances to seek, to recover a judgment against any Village elected or appointed official, officer, employee, agent, representative, engineer, or attorney on account of the negotiation, execution, or breach of this Agreement.

In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of a building permit or a certificate of occupancy for work or occupancy within the Property at any time when the Developer has failed or refused to comply with a material obligation under this Agreement and has not, after the required notices stated herein, cured that failure or refusal within the cure periods, if any, allowed for that failure or refusal.

A. **Compliance with Laws.** The Developer agrees to comply with all applicable laws, rules and regulations of any federal, State or local entity or agency relating to the Development. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Developer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

B. **Conflict of Interest and Prohibited Interest Disclosures.** Upon the Village's request from time to time during the Term of this Agreement, the Developer will provide a list of all entities owning a greater than one percent (1%) interest in the Developer. Based in part on the information provided by the Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act (65 ILCS 5/11-74.4-4(n)) and the Illinois Governmental Ethics Act (5 ILCS 420). Upon the Village's request, the Developer shall provide the Village with all information required for compliance with the annual TIF report that the Village is required to file with the State of Illinois Comptroller or any such similar financial information, and required for the Village to comply with any disclosure and transparency ordinance or law enacted by the State of Illinois or DuPage County. In addition, the Developer shall provide, on an annual basis, the information required by the TIF Act.

C. **Successors and Assigns.** The Developer shall be liable for all of the Developer's obligations under this Agreement. All obligations assumed by the Developer under this Agreement shall be binding on the Developer, and on any and all of the Developer's successors and assigns, and on any and all of the respective successor owners of all or any portion of the Property. To assure that the Developer's successors, assigns and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the Village Clerk, within thirty (30) calendar days after the Acquisition Date, any consents or other documents necessary to authorize the Village to record a Memorandum of this Agreement, in form and substance reasonably acceptable to the Developer and the Village, in the Office of the Recorder of Deeds of DuPage County, Illinois;

2. Notify the Village in writing at least thirty (30) calendar days prior to any date that the Developer intends to transfer fee title to any portion of the Property to any person not a party to this Agreement;
3. Include in the Restrictive Covenant a memorandum or other similar reference(s) to this Agreement sufficient to put third parties on notice of the existence of this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property to any person or entity not a Party to this Agreement that occurs prior to the Substantial Completion Date, the transferee to execute an enforceable written assignment and assumption agreement, in form and substance reasonably approved by the Village Attorney (the "**Transferee Assignment and Assumption Agreement**"), agreeing to be bound by this Agreement, and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet any remaining obligations under this Agreement. The Village and the Developer shall record against the Property a memorandum of this Agreement that obligates the owner of the Property from time to time to perform the obligations of the Developer under this Agreement and shall require notice to the Village of any transfer of the Property, which memorandum shall be in form and substance reasonably satisfactory to the Village and the Developer.

In order for a transferee or assignee to continue to receive payments of the TIF Incentive provided for under this Agreement, such transferee or assignee shall have executed and submitted to the Village a Transferee Assignment and Assumption Agreement. Notwithstanding anything to the contrary in this Subsection, the Developer shall have the right to assign to a third-party investor or purchaser of the Developer's rights to the reimbursements described in **Section 4.** above pursuant to an assignment or other instrument executed by the Developer and acknowledged by the Village, which assignment or other instrument shall be in form and substance reasonably satisfactory to the Village Attorney.

The Village agrees that, after a successor becoming bound to the obligations of the Developer created in the manner provided in this Agreement, and providing the financial assurances required in this Section, the liability of the Developer shall be deemed automatically released. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assignment and Assumption Agreement before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement, but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

D. Representations and Warranties of the Developer.

1. No Gifts. The Developer covenants that no officer, member, manager, stockholder, employee or agent of the Developer, or any other person connected with the Developer, have made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
2. Assignment. The Developer may not assign or transfer some or all of its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall be in the sole discretion of the Village; provided, however, that, without the Village's prior consent, the

Developer may assign this Agreement to an entity controlling, controlled by, or under common control with the Developer and/or assign or collaterally assign any of the Developer's rights and/or obligations to the Lender.

3. Prevailing Wage. The Developer and its contractors and subcontractors are required to pay prevailing wages for all or portions of the Development work only if the Illinois Prevailing Wage Act (820 ILCS 130/) (the "IPWA") requires payment of prevailing wages.
4. Property Acquisition. The Developer shall provide the Village with sufficient documentation regarding Developer's ownership of the Property for the Development.
5. Corporate Authorization. This Agreement has been submitted for consideration and review by the board of directors, corporate officers, shareholders, members and/or managers of the Developer, and the Developer's board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions of the Developer's board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

E. Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in their individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in connection therewith.

SECTION 15. INSURANCE AND INDEMNIFICATION.

A. **Liability Insurance Prior to Completion.** Prior to issuance of Permits, the Developer shall procure and deliver evidence of such policies to the Village, at the Developer's cost and expense, and shall maintain in full force and effect during any period of construction and through completion of construction of the Development, for both ongoing and completed operations, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

1. Commercial General Liability Insurance (including property damage insurance): \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
2. Contractor's Liability Insurance: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Insurance: \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Umbrella Coverage or Excess Liability Coverage: \$10,000,000.00 in the aggregate.
5. Workers Compensation Insurance: Statutory Amount.

Said insurance shall state that the insurance provided by the Developer shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Developer's insurance. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village. Each such policy, including any related insurance

certificates, endorsements and riders, shall expressly name “the Village of Western Springs and its appointed and elected officials, mayor and trustees, employees, engineers, attorneys, agents and representatives” as additional insureds.

Prior to commencement of construction of the Development, the Developer shall furnish to the Village the above-required certificates of insurance, policies, riders and policy endorsements, with premiums paid in full that contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Development for both ongoing and completed operations. The Developer shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.”

The Village shall be given written notice at least thirty (30) calendar days prior to any cancellation or material amendment of the Developer’s insurance policies required hereunder. Alternatively, the Developer may satisfy its insurance obligations in this **Subsection 15.A.** by way of a blanket policy or policies, which includes other liabilities, properties and locations meeting the minimum insurance coverage amounts. The Developer shall provide to the Village a replacement certificate prior to expiration, cancellation or material modification of any policy.

B. Developer’s Risk Prior to Completion. Prior to completion of the construction of the Development, as certified by the Village, the Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by the Developer. Such insurance policies shall be issued by companies satisfactory to the Village. The Developer shall provide written notice to the Village at least twenty-one (21) calendar days before any such policy is cancelled or materially modified.

C. Village Review. The Developer acknowledges and agrees that, except for breaches of this Agreement by the Village, the Village is not, and shall not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of the Village’s review, approval or denial of any plans or failure to review any plans for the Property or the Development, or the issuance of any approvals, permits, certificates or acceptances for the development or use of the Property or the Development, and that the Village’s review and approval of those plans and the Development and issuance of those approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees and licensees, or any other person, against damage or injury of any kind at any time.

D. Village Procedure. The Developer has been advised by the Village that notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and the Developer agrees not to challenge the Village’s approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

E. Indemnity and Defense Expense. The Developer undertakes and assumes all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever resulting from or in connection with its/their redevelopment activities at the Property, and the Developer shall hold harmless, indemnify and defend the Village against any such losses, except to the extent that the same is

caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives, or by the breach of this Agreement by the Village.

1. Developer Defense Expense. The Developer shall, and does, agree to pay all reasonable expenses incurred by the Village, the Village's Corporate Authorities, and all Village elected and appointed officials, officers, employees, agents, contractors and representatives in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the Parties by any person(s) in connection with the Development, the approval of this Agreement, any terms or provisions of this Agreement, or the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Property, in each case, except to the extent caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' and experts' fees and other litigation costs.
2. Mutual Indemnification. Each Party shall indemnify, hold harmless and defend the other Party and their respective officers, employees, agents, contractors and representatives against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorney fees, which may in any way arise from or accrue against the other Party as a consequence of this Agreement or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the negligence or willful misconduct of the other Party or its officials, officers, employees, agents, contractors and representatives. The provisions of this Subsection and any other indemnification obligations on the part of either Party shall survive the termination or expiration of this Agreement for a period of two (2) years. In any such action against either Party, the other Party shall, at its own expense, appear, defend and pay all charges of reasonable attorney fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Party in any such action, the other Party shall, at its own expense, satisfy and discharge such judgment. The prevailing Party shall indemnify the other Party for any costs, including reasonable attorney fees, in enforcing the provisions of this Agreement.

SECTION 16. DEFAULT; CURE.

In addition to any other "Event of Default" identified in this Agreement, an "**Event of Default**" shall mean a failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement or condition of this Agreement, which failure is not cured within thirty (30) calendar days after written notice thereof; provided, however, if the failure is of a nature that it cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably necessary to cure such failure so long as the defaulting Party commences activities designed or intended to cure such Event of Default within such thirty (30) calendar day period and thereafter diligently pursues activities designed or intended to cure such Event of Default to completion. Upon an Event of Default by the Village in the performance of any of its obligations under this Agreement, the Developer's remedies shall include specific performance (including statutory interest on any sums deemed to be improperly withheld), and any and all rights and remedies available to the Developer at law

or in equity, including termination of this Agreement. The Village shall not be liable for punitive damages, consequential damages or lost profits. Upon an Event of Default by the Developer in the performance of any of its obligations under this Agreement, the Village shall be entitled to take such action as authorized by this Agreement and pursue any other remedies available at law or in equity; provided, however, that the Developer shall in no event be liable for punitive or consequential damages. Notwithstanding anything to the contrary in this Agreement, the Developer's defaults, and the Village's remedies upon such defaults, described in **Subsections 3.A.** and **5.E.** and shall be only as expressly set forth in **Subsections 3.A.** and **5.E.**, respectively.

SECTION 17. GENERAL PROVISIONS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this **Subsection 17.A.**, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Ellen Baer Village Manager Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558 Direct: 708.246.1800 Email: ebaer@wsprings.com	With a copy to: Michael T. Jurusik, Esq. Klein, Thorpe and Jenkins, Ltd. 900 Oakmont Lane, Suite 301 Westmont, Illinois 60559 Cell Number: 708.638.0355 Email: mtjurusik@ktjlaw.com
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Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

NAME Fairfield Properties, LLC ADDRESS Hinsdale, Illinois Direct: Email:	With a copy to: Matt Klein, Esq. ADDRESS _____, Illinois Direct: Email:
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B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

D. **Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

E. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of consent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of consent will be in writing. The Property Owner has further executed a "Written Consent of the Property Owner" to allow the Developer to enter into this Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

F. **Facilitation of Agreement.** The Village and the Developer will act in good faith and in a reasonable and cooperative manner with respect to consents, approvals, and other matters contemplated under this Agreement. No consent or approval may be unreasonably delayed, conditioned, or withheld. The Village and the Developer will execute, acknowledge, and deliver reasonable documents and other instruments necessary to fully carry out the terms of this Agreement.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois.

H. **Severability.** It is the intent of the Parties that, should any provision, covenant, agreement or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

K. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

L. **Authority to Execute.** The Village warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate

Authorities of the Village. The Developer warrants and represents to the Village that: (i) the Developer has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement; (ii) all legal actions needed to authorize the execution, delivery and performance of this Agreement by the Developer have been taken; and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will: (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound; or (b) violate any statute, law, restriction, court order or agreement to which the Developer or the Property are subject.

M. **No Third-Party Beneficiaries/No Joint Venture.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other entity other than the Village and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third-party person to create the relationship of a partnership, agency or joint venture between or among such Parties.

N. **Force Majeure.** Either Party will be temporarily excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, epidemic, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance or action or omission of the other Party (collectively, "Force Majeure"), provided that:

- a. The non-performing Party gives the other Party reasonably prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence, and continues to furnish timely reports with respect thereto during the period of Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;
- c. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
- d. The non-performing Party uses commercially reasonable and diligent efforts to remedy its inability to perform.
- e. Economic hardship or other financial considerations, including but not limited to increases in the costs of construction materials, equipment or construction labor, of the Developer will not constitute an event of Force Majeure.

O. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

P. **Enforcement of Agreement.** The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

Q. **Exhibits.** The following Exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

Exhibit "A":	Written Consent and Waiver of the Property Owner to Allow Developer to Enter into the Redevelopment Agreement (attached)
Exhibit "B":	Legal Description of the Property (attached)
Exhibit "C":	Site Plan for the Development, dated October 22, 2024 (attached)
Exhibit "D":	Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision) (attached)
Exhibit "E":	Final Development Plans (to be attached after Village Board approval)
Exhibit "F":	Construction Schedule (attached)
Group Exhibit "G":	Forms of Letters of Credit (attached)

In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Estoppels.** Within ten (10) business days following request by either Party from time to time, the other Party shall execute and deliver to the requesting Party an estoppel certificate that certifies: (i) that this Agreement is unmodified and in full force and effect or, if there had been modifications, that this Agreement is in full force and effect as modified, (ii) that the Party is not in default of this Agreement or specifying any defaults, and (iii) such other information that may be reasonably requested by the Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, and the date of the last signatory below shall be inserted on page 1 of this Agreement, as the Effective Date of this Agreement.

FAIRFIELD PROPERTIES, LLC,
An Illinois limited liability company

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

By: _____
Name: _____
Title: Member

By: _____
Heidi Rudolph
Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Edward Tymick
Village Clerk

Date: _____

Date: _____

Exhibit "A"

Written Consent and Waiver Of Hinsdale United Methodist Church,
as Successor to the First United Methodist Church of Western Springs,
To Allow Fairfield Properties, LLC To Enter Into A Redevelopment Agreement
And Other Related Documents Regarding The Proposed 4300 Howard Avenue
Residential Development Located At 4300 Howard Avenue
In The Village Of Western Springs, Cook County, Illinois

(attached)

Exhibit "A"
to
Redevelopment Agreement

**Written Consent and Waiver Of Hinsdale United Methodist Church,
as Successor to the First United Methodist Church of Western Springs,
To Allow Fairfield Properties, LLC To Enter Into A Redevelopment Agreement
And Other Related Documents Regarding The Proposed 4300 Howard Avenue
Residential Development Located At 4300 Howard Avenue
In The Village Of Western Springs, Cook County, Illinois**

Consent: Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the "Property Owner"), is the fee simple title owner of the real property commonly known as 4300 Howard Avenue consisting of three (3) lots zoned under the R2 Single-Family Residence District classification (the "Property"). The Property Owner submits this written authorization to the Village of Western Springs to allow Fairfield Properties, LLC of _____, Hinsdale, Illinois (the "Applicant" or "Developer"), who is the contract purchaser and prospective developer of the Property, to file an application for the redevelopment of the Property as a three (3) lot single-family residential development (the "4300 Howard Avenue Residential Development" or "Development"), and to enter into or consent to the approval of following agreements, ordinances, plats, resolutions and other documents (the "Development Documents") with the Village of Western Springs (the "Village") in anticipation of the approval of the Development:

1. RESOLUTION NO. 25-????: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION) AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
2. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS AND FAIRFIELD PROPERTIES, LLC FOR THE HERITAGE CROSSING RESIDENTIAL TOWNHOME DEVELOPMENT (4300 Howard Avenue, Western Springs, Illinois).
3. ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
4. RESOLUTION NO. 25-????: A RESOLUTION APPROVING A PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND APPROVING THE TERMINATION OF A LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS) AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK AND THE REMOVAL OF PUBLIC PARKING SPACES WITHIN THE 43RD STREET RIGHT-OF-WAY ADJACENT TO LOT 1 AND LOT 9 IN THE FIELD PARK SUBDIVISION, WESTERN SPRINGS, ILLINOIS.

5. PLAT OF ABROGATION FOR PUBLIC SIDEWALK EASEMENT (ADDRESS: 4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS).
6. TERMINATION OF LETTER OF AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A PUBLIC SIDEWALK AND ABROGATION OF EASEMENT FOR A PUBLIC SIDEWALK (4300 FRANKLIN AVENUE, WESTERN SPRINGS, ILLINOIS).
7. ORDINANCE NO. 25-????: AN ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES' APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY) TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION).
8. Any other document that is approved by the Corporate Authorities of the Village related to the approval of the construction of the Development by the Developer.

Waiver: The Property Owner agrees that the validity of the Development Documents to be approved by the Corporate Authorities of the Village of Western Springs are subject to the Developer purchasing the Property from the Property Owner. If the Developer does not purchase the Property from the Property Owner, then the Village's approval of the Development Documents shall automatically terminate without any further action being taken by either Party and such Development Documents shall be void and unenforceable. If the Developer does not purchase the Property from the Property Owner, the Property Owner agrees to waive all claims, causes of action and damages of any kind that the Property Owner could file against the Village arising out of or related to the termination of the Development Documents. The Developer is required to provide written notice to the Village within five (5) calendar days of the date of this Written Consent And Waiver of the termination of the real estate purchase contract that it has entered into with the Property Owner related to the Property.

**Hinsdale United Methodist Church, as successor
to the First United Methodist Church of Western Springs**

By: _____

Name: _____

Title: _____

Authorized Corporate Officer

Date: _____, 202__.

Exhibit "B"

Legal Description for 4300 Howard Avenue, Western Springs, Illinois.

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

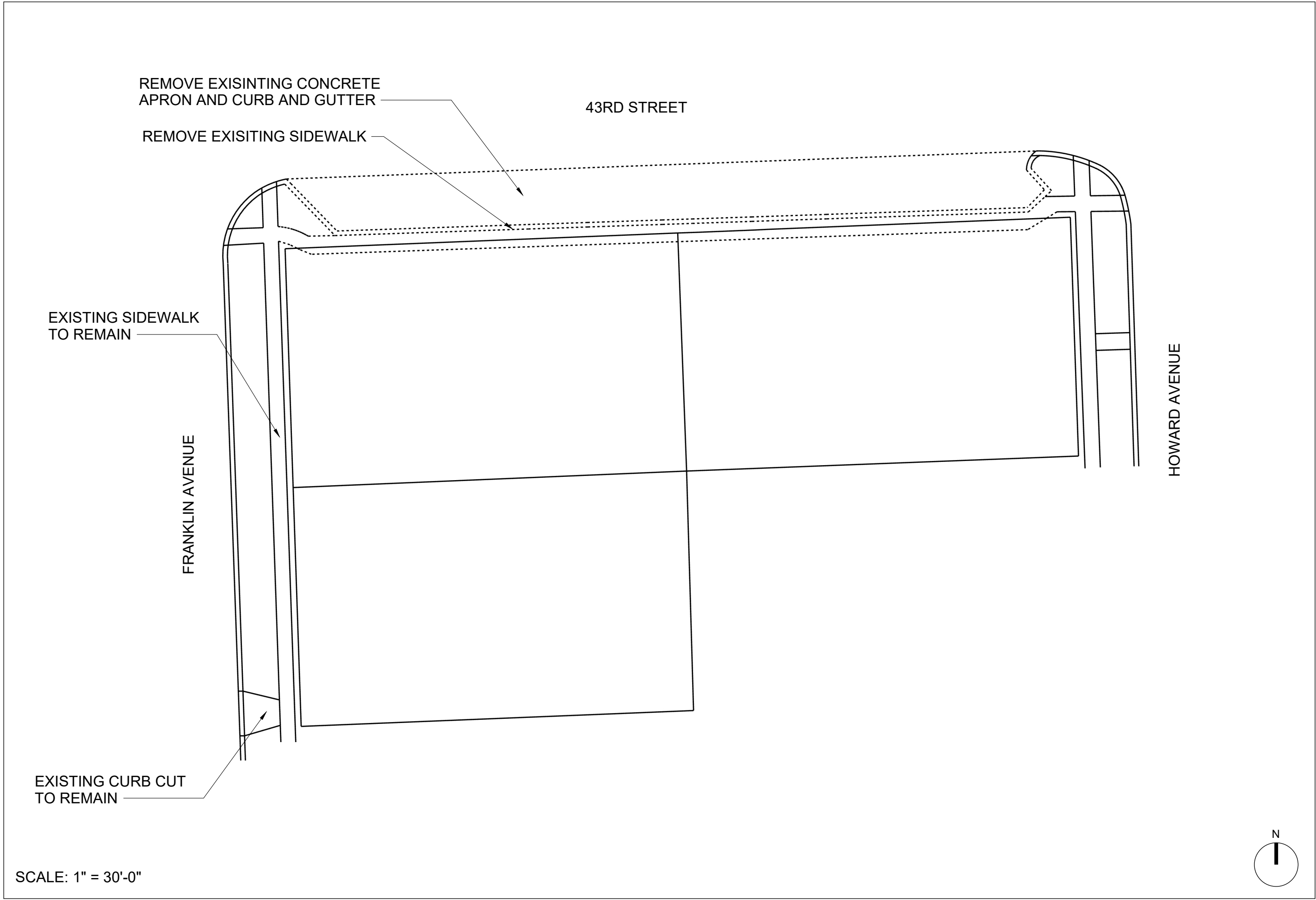
PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit “C”

**Site Plan for the Development,
dated October 22, 2024**

(attached)

DRAFT



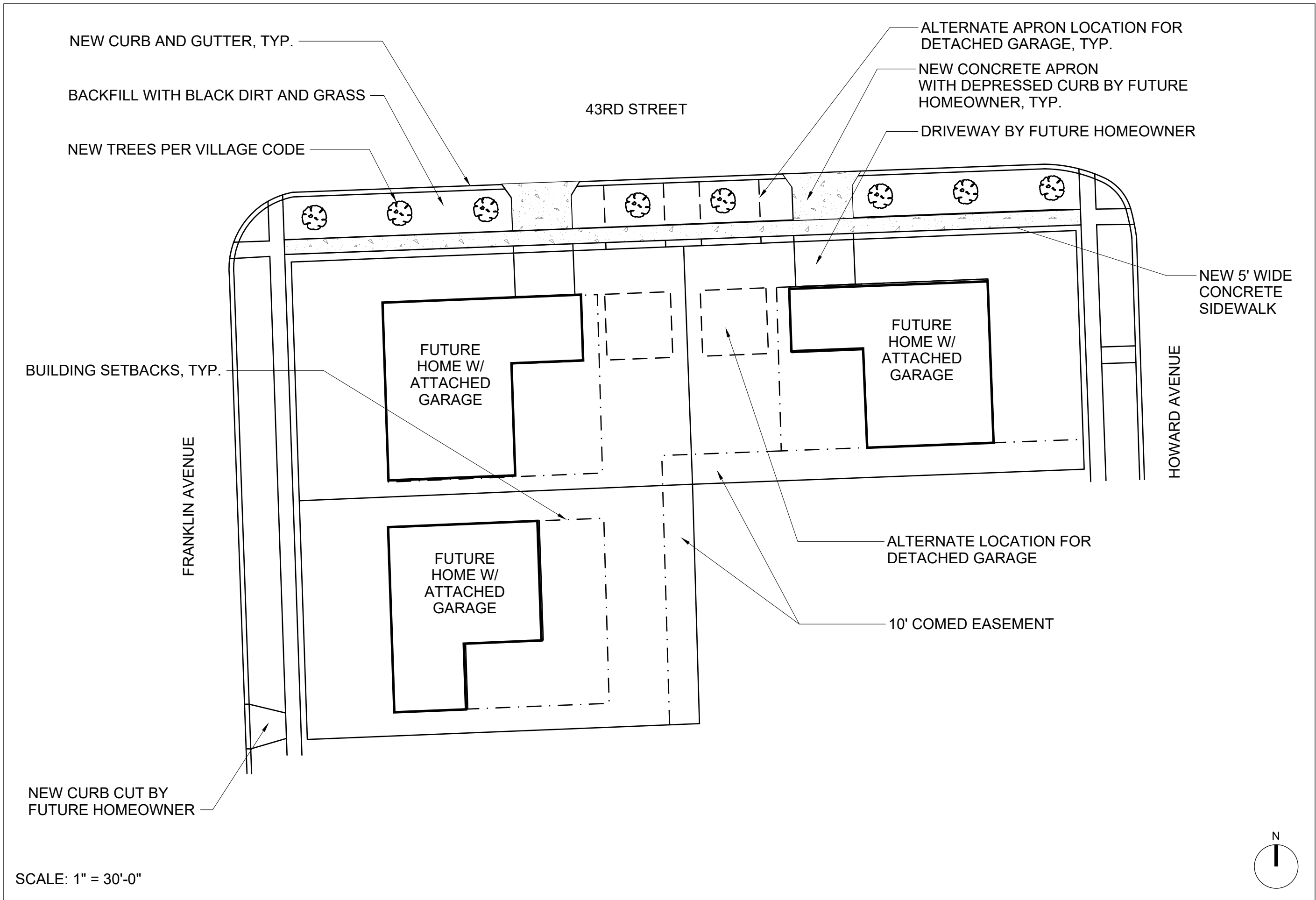
PARKWAY DEMOLITION PLAN

A.01

ISSUE
10/22/2024
DRAWN BY
BD

PROJECT
4300 Howard
Western Springs

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521



PARKWAY RESTORATION PLAN

A.02

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD

Exhibit "D"

**Assignment, Assumption And Consent Agreement
For The Proposed 4300 Howard Avenue Residential Development
In The Village Of Western Springs, Illinois
(Lots 1, 8 And 9 In Field Park Subdivision)**

(attached)

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
ENTERED INTO BY HINSDALE UNITED METHODIST CHURCH, AS SUCCESSOR TO
THE FIRST UNITED METHODIST CHURCH OF WESTERN SPRINGS, AND FAIRFIELD PROPERTIES, LLC
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

This ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Assignment**") is entered into on this ____ day of January, 2025, by and between Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (hereinafter referred to as the "**Church**" or "**Assignor**"), and Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (hereinafter referred to as "**Developer**" or "**Assignee**") and the Village of Western Springs, an Illinois non-home rule municipal corporation located in Cook County, Illinois (hereinafter referred to as "**Village**"). The Assignor, the Assignee and the Village are collectively referred to as the "**Parties**" and individually as a "**Party**" under this Assignment.

RECITALS

WHEREAS, the Church is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, consisting of three (3) residentially zoned lots zoned under the R2 Single-Family Residence District classification, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Property (the "**Sidewalk Easement**"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Property to the Developer. The Developer desires to purchase the Property to construct three (3) new residential homes and related driveway improvements in substantial conformance with consistent with Sheet A.02 of the "4300 Howard Avenue Residential Development Site Plan" (the "**Site Plan**") submitted by the Developer to the Village (the "4300 Howard Avenue Residential Development"). A copy of the Site Plan, which consists of Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan) dated October 22, 2024, is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; (c) the removal of the existing public sidewalk and construction of a new replacement public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (d) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (e) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development; and (f) the repeal of the following zoning ordinance approved by the President and Board of

Trustees of the Village (the “Corporate Authorities”) relative to the Church and activities formerly conducted at the Property: Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property); (the “2018 CUP Ordinance”). A copy of the Plat of Abrogation for Public Sidewalk Easement (Address: 4300 Franklin Avenue, Western Springs, Illinois) with a survey date of September 27, 2024 and prepared by Kabal Surveying Company is attached hereto as **Exhibit “C”** and made a part hereof (the “Plat of Sidewalk Easement Abrogation”); and

WHEREAS, subject to the corporate authorities of the Village granting approval of this Assignment, the Church and the Developer have approved and entered into this Assignment, the form and content of which has been approved by the Village Attorney, to authorize the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village prior to completing the purchase of the Property that will obligate the Developer, at its cost, to construct the Development and to complete the below-listed activities that are part of the Conditions of Approval, as set forth below in Section 4 of this Assignment, after the issuance of a Village site development permit or building permit for construction of the Development (the “Developer Obligations”); and

WHEREAS, under this Assignment and the Redevelopment Agreement, all of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth below in Section 4 of this Assignment, are being assigned to and assumed by the Developer, as the Church would be required to fulfill such obligations if the Letter of Agreement was not being terminated by the Village and the Church. The Developer accepts the assignment and assumption of all rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work from the Church, and agrees to complete the other Developer Obligations as set forth below in Section 4 of this this Assignment. As part of its approval of this Assignment, the Village approves of the assignment and assumption of the Church’s rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer; and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the statutory and constitutional authority and intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Assignment with the Church and the Developer, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **Assignment by Assignor; Consent.** The Assignor assigns, transfers and sets over to the Assignee all of its rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, as those terms are defined under the Developer Obligations and set forth in Section 4 below. The Church consents to the Developer, as contract purchaser of the Property, to negotiate and enter into the Redevelopment Agreement with the Village, prior to completing the purchase of the Property, that will obligate the Developer, at its cost, to construct the Development and to complete the Developer Obligations that are set forth below in Section 4 of this Assignment.

3. **Acceptance of Assignment by Assignee.** The Assignee assumes all of the rights, liabilities and obligations of the Assignor for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work, and agrees to complete the other Developer Obligations that are set forth below in Section 4 of this Assignment.

4. **Developer Obligations.** The approval of the Corporate Authorities of the Village of the termination of the Letter Agreement, the Plat of Sidewalk Easement Abrogation, and this Assignment is conditioned upon and subject to the following:

A. Prior to the Village's approval of the termination of the Letter Agreement, the Developer shall approve and enter into a Redevelopment Agreement with the Village for the Construction of the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the following conditions ("Developer Obligations"):

- (1) The Developer, at its cost, shall construct the Development in general conformance with the Site Plan (**Exhibit "B"**), subject to Village plan review amendments and Village approval of the final set of development plans.
- (2) After issuance of a Village site development permit or building permit for the Development, the Developer, at its cost, shall:
 - a. Remove and dispose of the existing public sidewalk and construct a new replacement public sidewalk and curb and gutter improvements within the Village's 43rd Street right-of-way in a typical parkway placement location, as approved by the Village Engineer ("Sidewalk Removal and Replacement/Relocation Work").
 - b. Remove and dispose of the diagonal public parking spaces from the 43rd Street right-of-way ("Parking Space Removal Work").
 - c. Complete the restoration of the 43rd Street curb and grass parkway after the sidewalk, curb and gutter replacement work and the parking space removal work is completed ("Parkway Restoration Work").
- (3) In the event the Developer, or its affiliates, successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners ("Developer Affiliates"), fails to construct the Development or another alternate residential development that is a permitted use under the R2 Single-Family Residence District classification or fails to receive Village zoning approval of an alternate development plan within twenty-four (24) months of the Effective Date of the Redevelopment Agreement, the Developer, or its Developer Affiliates, at their cost, are required to remove the replacement public sidewalk within the Village's 43rd Street right-of-way (if constructed) and re-install the diagonal public parking spaces along the 43rd Street right-of-way with like-kind, like-quality materials

(if removed) and install a new concrete public sidewalk that is built in substantially the same location as the original sidewalk (collectively the "Replacement Sidewalk and Parking Space Improvements") within thirty-six (36) months of the Effective Date of the Redevelopment Agreement, unless the Corporate Authorities of the Village, in their sole discretion, extend the time to complete the Replacement Sidewalk and Parking Space Improvements or waive the requirement that the Developer, or its Developer Affiliates, shall complete the Replacement Sidewalk and Parking Space Improvements.

- (4) To be eligible for the issuance of a Village site development permit or building permit, the Developer, at its cost, shall comply with the Village Engineer's Preliminary Comments to the 4300 Howard Avenue & 43rd Street Parcel (United Methodist Church - Hinsdale UMC and Fairfield Properties) dated November 20, 2024, as amended or modified by the Village Engineer, as part of its submission of final development plans to the Village, and shall further comply with any final development plan review comments issued by the Village Engineer or the Community Development Department Director for the Development.
- (5) The Redevelopment Agreement shall require the Developer to post with the Village, at the time it applies for a site development permit or a building permit, an irrevocable letter of credit ("Security") in the amount of one hundred and ten percent (110%) of the "Infrastructure Cost Estimate" as required by Subsection 9.A. of the Redevelopment Agreement. The Security shall be issued for the benefit of and which may be called by the Village that ensures the completion of all public improvement work associated with the Development, including but not limited to the Sidewalk Removal and Replacement/Relocation Work and Parkway Restoration Work, Parking Space Removal Work, and the Replacement Sidewalk and Parking Space Improvements. The Security shall be posted with the Village and then renewed by the Developer, at its cost, from the date of submittal of the application for the Village site development permit or building permit for the Development through one (1) year after the Village's issuance of a certificate of completion for the Development, with the one (1) year period being a warranty period.
- (6) The Developer shall comply with all federal, State, County and Village codes, laws, ordinances and regulations that are applicable to the construction of the Development.

5. **Village Approval of Assignment.** The Village approves of the assignment and assumption of the Church's rights, liabilities and responsibilities for the completion of the Sidewalk Removal and Replacement/Relocation Work, the Parking Space Removal Work and the Parkway Restoration Work to the Developer.

6. **Notices.** Any notice or communication required or permitted to be given under this Assignment shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) opened by the recipient on a business day at the address set forth below; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Assignment, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit;

or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Assignment shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Church:

President/Authorized Corporate Officer
Current Business Address

If to Developer:

Member
Fairfield Properties, LLC
Hinsdale, Illinois

7. **Applicable Law; Venue.** This Assignment shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Assignment and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

8. **Entire Agreement; Amendment or Modification.** This Assignment contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Assignment which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Assignment. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the Church.

9. **Severability.** Every provision of this Assignment is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

10. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. **Effective Date; Legal Authority; Binding Effect.** The "Effective Date" of this Assignment shall be the date of execution by the last signatory. This Assignment shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Assignment are the duly authorized representatives of their respective corporate entity and each such person has signed this Assignment pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village's case, at an open public meeting) that authorized and directed the representatives to sign this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to

their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

ASSIGNOR:

**Hinsdale United Methodist Church,
as successor to the First United Methodist Church
of Western Springs**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

Date: _____, 2025.

ASSIGNEE:

**Fairfield Properties, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

Date: _____, 2025.

VILLAGE:

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description Parcel - 4300 Franklin Avenue, Western Springs, Illinois

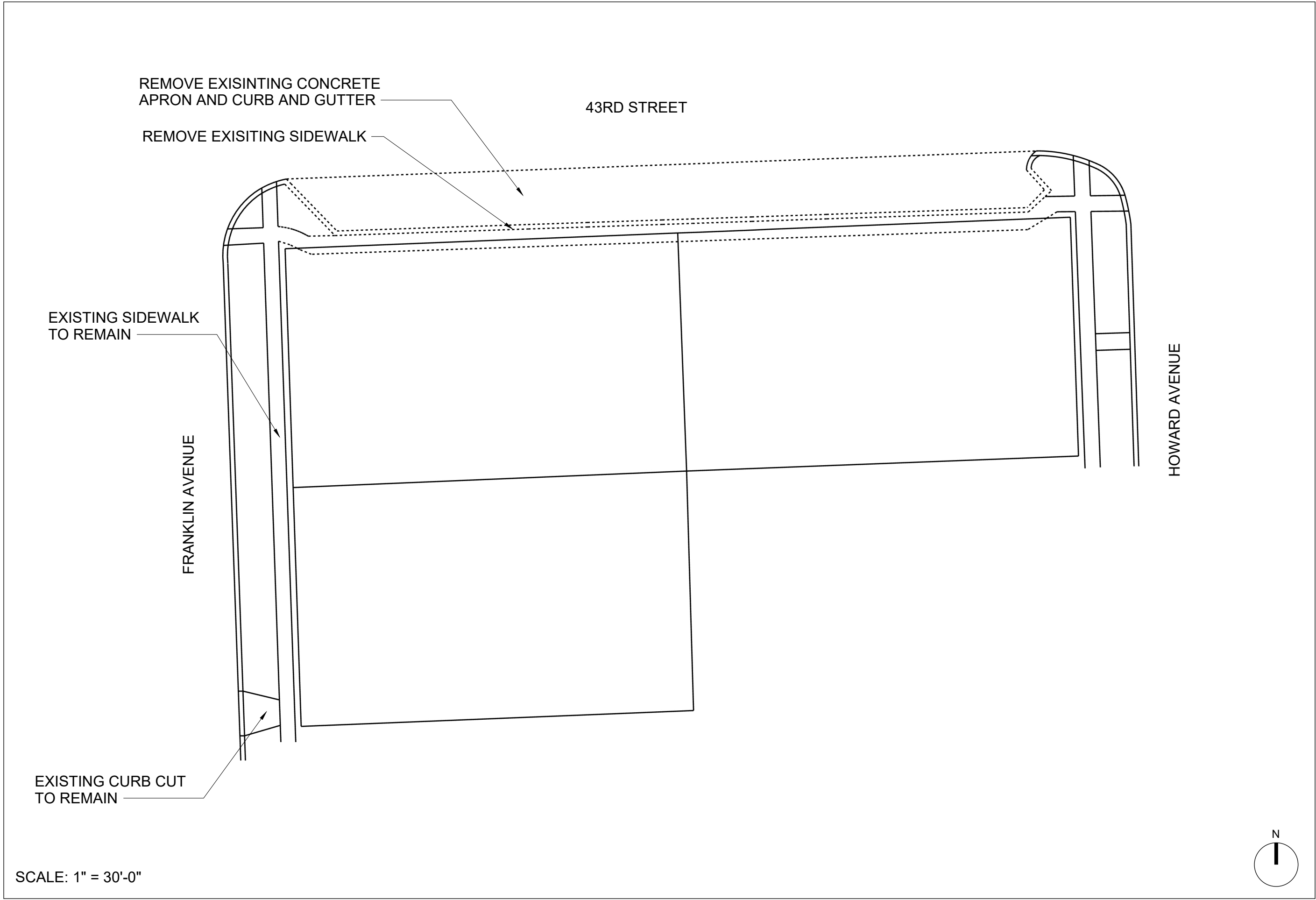
LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

Exhibit "B"

**4300 Howard Avenue Residential Development Site Plan consisting of
Sheet A.01 (Parkway Demolition Plan) and Sheet A.02 (Parkway Restoration Plan)
dated October 22, 2024**

(attached)



**PARKWAY
DEMOLITION
PLAN**

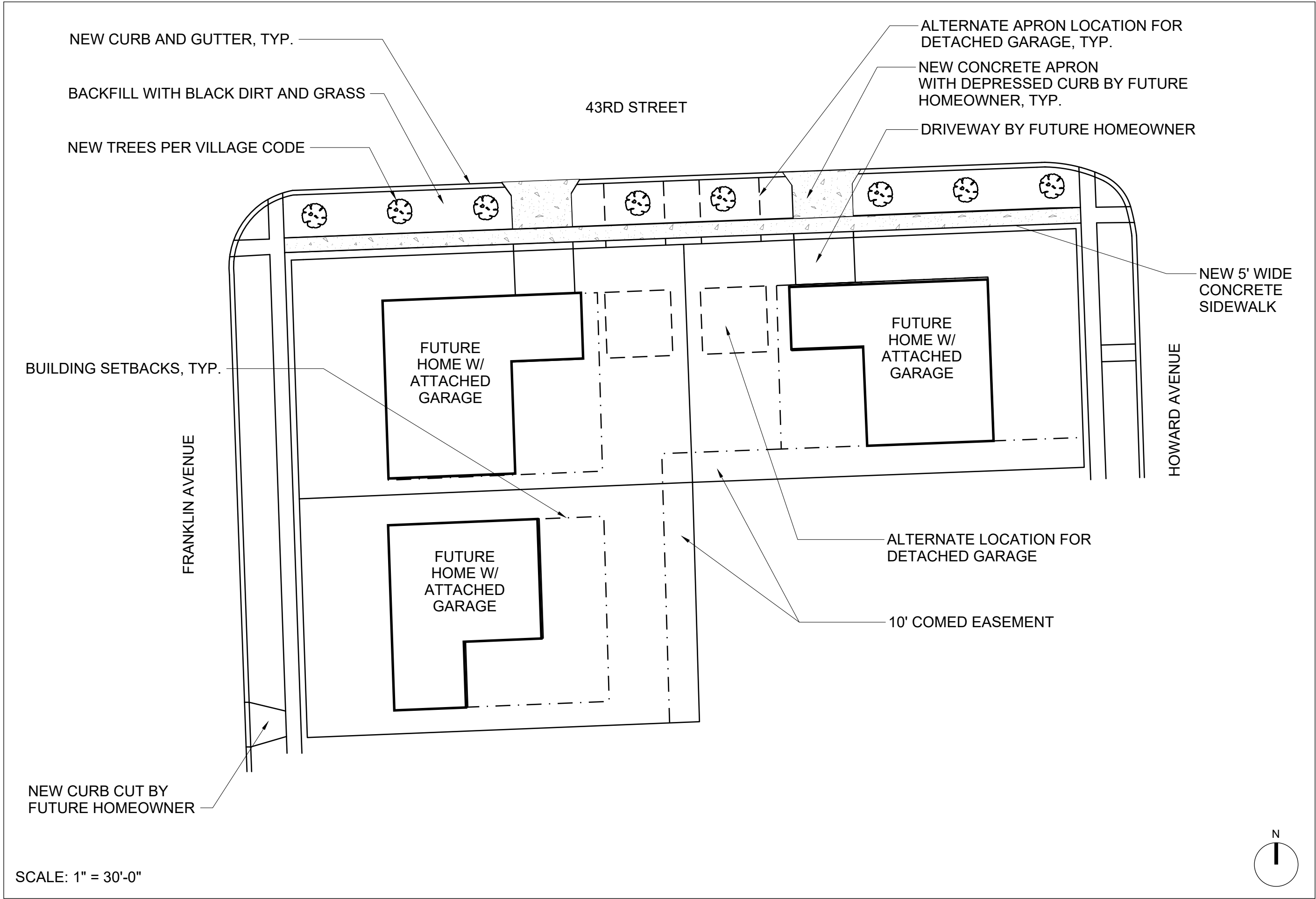
A.01

CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024

DRAWN BY
BD



CLIENT
Fairfield Properties
330 West Chestnut, Lower Level
Hinsdale, IL 60521

PROJECT
4300 Howard
Western Springs

ISSUE
10/22/2024
DRAWN BY
BD

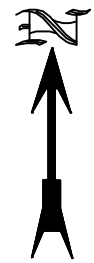
PARKWAY
RESTORATION
PLAN

A.02

Exhibit "C"

**Plat of Abrogation for Public Sidewalk Easement
(Address: 4300 Franklin Avenue, Western Springs, Illinois)
with a survey date of September 27, 2024 and prepared by Kabal Surveying Company**

(attached)



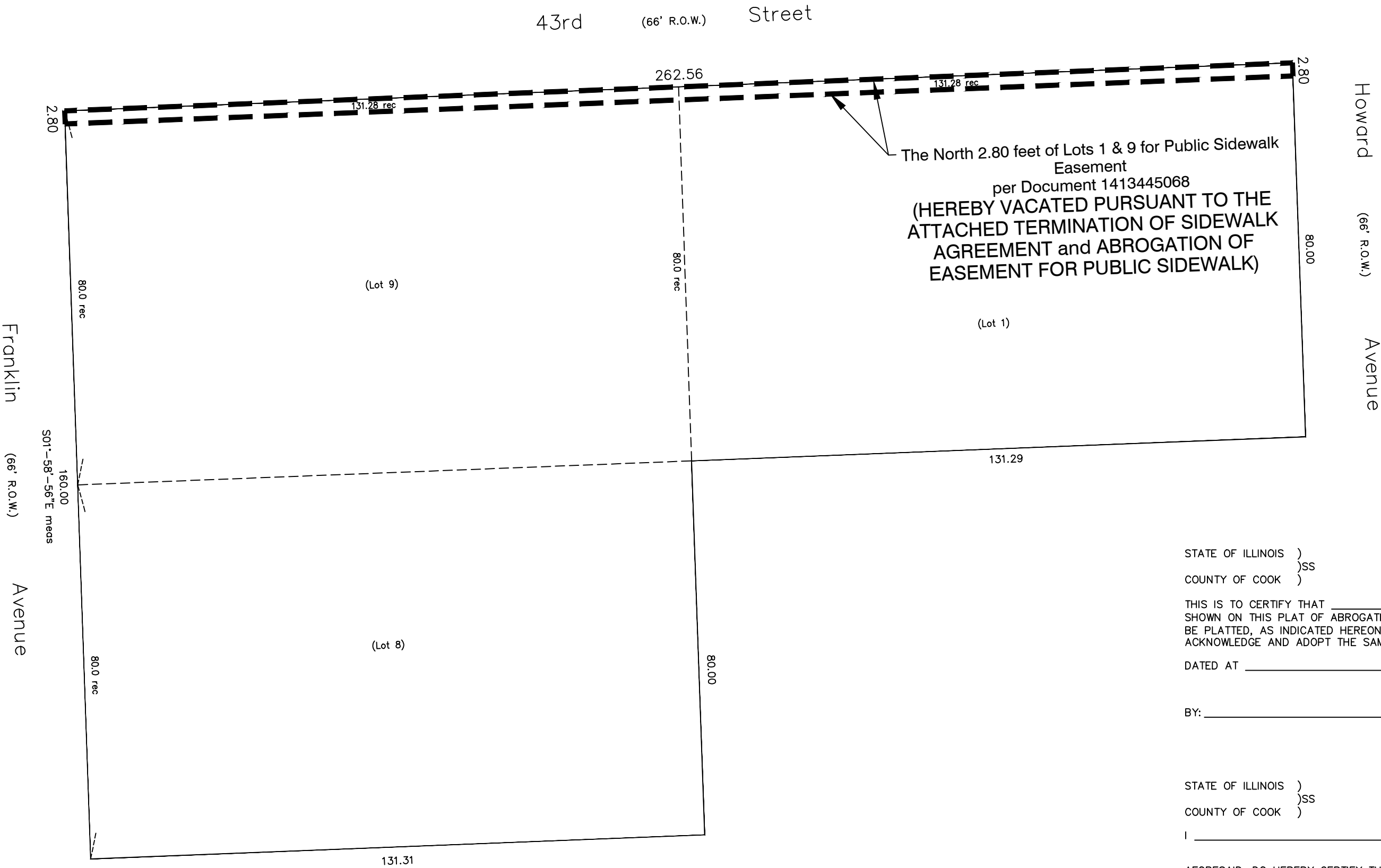
(assumed)

Plat of Abrogation

For Public Sidewalk Easement

Lots 1, 8 and 9 in Block 26 in Field Park, a Subdivision in the West 5/8 of the West 1/2 of Section 5, Township 38 North, Range 12, East of the Third Principal Meridian and part of the Southeast 1/4 of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 4300 Franklin Avenue, Western Springs



The North 2.80 feet of Lots 1 & 9 for Public Sidewalk Easement
per Document 1413445068
(HEREBY VACATED PURSUANT TO THE
ATTACHED TERMINATION OF SIDEWALK
AGREEMENT and ABROGATION OF
EASEMENT FOR PUBLIC SIDEWALK)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS IS TO CERTIFY THAT _____ IS(ARE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT OF ABROGATION AND HAS(HAVE) CAUSED THE SAME TO BE CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE PURPOSES THEREIN SET FORTH, AND DOES(DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, _____.

BY: _____ TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSONS AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

VILLAGE BOARD'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS,

AT A MEETING HELD THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, MITCHELL P. BALEK, DO HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, PREPARED THIS PLAT OF ABROGATION AND THAT SAID PLAT IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

DATED THIS _____ DAY OF _____, A.D., 20 ____.

Mitchell P. Balek

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003250
MY LICENSE EXPIRES ON NOVEMBER 30, 2026

Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

LEGEND

R.O.W. = right-of-way, E = East
N = North, W = West, S = South
meas = measured, rec = record
pch = porch, rad = radius
prc = point of reverse curve

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed _____ September _____ 27 _____, 20 ____ 24 ____

Property identification numbers
18-05-302-001-0000 (Lot 9)
18-05-302-018-0000 (Lot 1)
18-05-302-002-0000 (Lot 8)

Kabal Surveying Company
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Scale: 1 inch = _____ 20 _____ ft.
Order No. _____ 241854A _____
Ordered By: _____ Hawbecker & Garver, LLC _____

ORIGINAL SEAL IN RED

Exhibit “E”:

Final Development Plans

(To be attached and incorporated herein
after Village Approval)

DRAFT

Exhibit "F"

Construction Schedule

(attached)

DRAFT

Group Exhibit "G"

Forms of Letters of Credit

(attached)

DRAFT

REQUIRED FORM OF PERFORMANCE IRREVOCABLE LETTER OF CREDIT

NO.

AMOUNT: \$

EXPIRATION DATE: Two years after issuance

DATE OF ISSUE: _____, 202__.

[Name of Bank]

[Address]

TO: Village of Western Springs (Beneficiary)
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attention: Village Manager

_____ BANK HEREBY AUTHORIZES YOU TO DRAW AT SIGHT on the _____ UP TO AN
AGGREGATE AMOUNT OF _____ United States Dollars (\$_____) for account of [Developer], a
_____ limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____, 202__.

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be generally
in the form of the sample draft attached hereto as Exhibit "1", and shall be accompanied by one of the
following documents executed by the Western Springs Village Manager:

- (a) A written statement on the form attached hereto as Exhibit "2" stating that, conditioned upon proper notice to the Western Springs Village Manager, Letter of Credit No. ____ will expire within thirty (30) calendar days or less and that the Customer / [Developer] has failed to deliver to the Western Springs Village Manager evidence of a renewal of Letter of Credit No. ____; or
- (b) A written statement on the form attached hereto as Exhibit "3" stating that all or any part of the Infrastructure as defined in and required to be constructed by the Customer / [Developer] pursuant to "An Agreement _____" (the "Development Agreement") have not been constructed in accordance with the Development Agreement and any cure period has expired; or
- (c) A written statement on the form attached hereto as Exhibit "4" stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village of Western Springs by the Customer / [Developer] pursuant to the Development Agreement have not been paid in accordance with the Development Agreement and any cure period has expired; or
- (d) A written statement on the form attached hereto as Exhibit "5" stating that all or any portion of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement has not been

performed in accordance with the Development Agreement and any cure period has expired; or

- (e) A written statement on the form attached hereto as Exhibit "6" stating that the aggregate amount of the Letter of Credit may be reduced under Subsection ___ of the Development Agreement in a certain amount.

_____[BANK] HEREBY AGREES with the beneficiary Village of Western Springs that:

1. Drafts drawn under and in compliance with this Irrevocable Letter of Credit shall be duly honored immediately upon presentation to [BANK] if presented on or before the above-stated Expiration Date or presented at the [BANK] office located at [ADDRESS], together with the original of this Irrevocable Letter of Credit on or before that date. Further, one or more drafts may be presented at the [BANK] office on or before the Expiration Date.

2. If, within three (3) banking days after any draft drawn under this Irrevocable Letter of Credit is presented to [BANK] in conformance with the terms of this Irrevocable Letter of Credit, and [BANK] fails to honor same, [BANK] agrees to pay all attorneys' fees, litigation and court costs, and other expenses incurred by the Village of Western Springs in enforcing the terms of this Irrevocable Letter of Credit.

3. This Irrevocable Letter of Credit shall expire on _____, 20____, (two (2) years from issuance) as stated hereinabove; provided, however, this Irrevocable Letter of Credit shall only expire after [BANK] sends a written notice to the Western Springs Village Manager by certified mail, return receipt requested, or hand-delivered courier at least thirty (30) calendar days prior to the Expiration Date or such extended Expiration Date, that informs the Village that this Irrevocable Letter of Credit is about to expire (the "30-Day Expiration Notice").

4. In no event will this Irrevocable Letter of Credit or the obligations contained herein expire except after the 30-Day Expiration Notice required herein is delivered to the Western Springs Village Manager, it being expressly agreed that the above Expiration Date shall be extended by the number of calendar days as is required to comply with the 30-Day Expiration Notice delivery requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer / [Developer] shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Irrevocable Letter of Credit.

6. The aggregate amount of this Irrevocable Letter of Credit may be reduced only upon receipt by [BANK] of a document executed by the Western Springs Village Manager as provided in Paragraph (e) above stating that the aggregate amount of this Irrevocable Letter of Credit may be reduced in a specified amount as provided in Subsection ___ of the Development Agreement.

7. This Irrevocable Letter of Credit is irrevocable.

This Irrevocable Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Irrevocable Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Irrevocable Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial

Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term “banking day” means any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed, and a day on which payments can be effected on the Fedwire Network.

[Signature of Bank Officer]
[Officer’s Title]

[Signature of Bank Officer]
[Officer’s Title]

DRAFT

EXHIBIT "1" TO FORM OF IRREVOCABLE LETTER OF CREDIT

DRAFT (sample)

, 20__

\$

(place)

(date)

(amount in figures USD)

PAY TO THE ORDER OF: US DOLLARS (amount in words) for value received and charge to the account of:

(Letter of Credit applicant name and address)

TO:

(name of Drawee Bank)

(address)

By:

EXHIBIT "2" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. -----
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of \$_____ will expire within thirty (30) days or less and that the Customer / [Developer] has failed to deliver to the Western Springs Village Manager evidence of a renewal of Letter of Credit No._____.

The Funds of this LOC that are being drawn upon by the Village of Western Springs as a consequence of the failure of the Customer / [Developer] to timely renew the LOC, arrange for the extension of the LOC or provide for an acceptable replacement LOC relative to above-referenced Project that are defined in more detail in the LOC.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to timely renew the LOC, arrange for the extension of the LOC or provide for an acceptable replacement LOC, in an amount agreed upon by the Beneficiary and the Customer [Developer], at least thirty (30) days prior to the Expiration Date of the LOC.

2. [Bank] has not delivered to the Village by registered letter, return receipt requested, or other courier service addressed to the attention of the Village President, any notice of expiration of the LOC as required under the SPECIAL CONDITIONS at Page 2 of the LOC.

Amount of Draft: _____Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "3" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. ____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to complete all or any part of the Infrastructure required to be constructed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] has not been constructed in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to complete all or any part of the Infrastructure required to be constructed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer], and has not been constructed in accordance with the Development Agreement and any cure period has expired.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "4" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. _____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to pay all or any part of the costs, payments, permit fees, or other fees required to be paid by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to pay all or any part of the costs, payments, permit fees, or other fees required to be paid by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] in accordance with the Development Agreement and any cure period has expired.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "5" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Draw Under Letter of Credit No. ____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to complete all or any part of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and such work has not been performed by the [Developer] in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to complete all or any part of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement dated , 20__ by and between the Village of Western Springs and such work has not been performed by the [Developer] in accordance with the Development Agreement and any cure period has expired.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

EXHIBIT "6" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Re: Reduction of Dollar Amount of Letter of Credit No.
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Customer / [Developer] has satisfactorily completed and the Village of Western Springs has accepted certain Infrastructure work and, under Subsection __ of the Development Agreement, the aggregate amount of the Letter of Credit may be reduced in the following amount to reimburse the Developer for payment of that work: \$_____.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Director
Village Engineer
Village Attorney

REQUIRED FORM OF GUARANTY IRREVOCABLE LETTER OF CREDIT

NO.

AMOUNT:

EXPIRATION DATE: Two years from issuance

DATE OF ISSUE:

[Name of Bank]

[Address]

TO: Village of Western Springs (Beneficiary)
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attention: Village Manager

[BANK] HEREBY AUTHORIZES YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$) _____ for account of [Developer], a _____ limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words: Drawn under Credit No. _____ Dated: _____, 202____.

Drafts may be for all or any portion of the amount of this Letter of Credit and shall be accompanied by one of the following documents executed by the Western Springs Village Manager on the form attached hereto as Exhibit "A" stating that all or any portion of the maintenance, repair, or restoration required to be performed related to Public Infrastructure pursuant to the Development Agreement in accordance with the Development Agreement has not been properly performed.

[BANK] HEREBY AGREES with the beneficiary Village of Western Springs that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to [BANK] if presented on or before the above-stated expiration date or presented at the [BANK] office located at [ADDRESS] together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at the [BANK] office on or before the Expiration Date.

2. If, within three (3) banking days after any draft drawn under this Letter of Credit is presented to [BANK] in conformance with the terms of this Letter of Credit, [BANK] fails to honor same, [BANK] agrees to pay all attorneys' fees, courts costs, and other expenses incurred by the Village of Western Springs in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, (two (2) years from issuance) as stated hereinabove; provided, however, this Letter of Credit shall only expire after [BANK] sends a written notice to the Western Springs Village Manager by certified mail, return receipt requested, or hand-delivered courier at least thirty (30) calendar days prior to the Expiration Date or such extended Expiration Date, that informs the Village that this Letter of Credit is about to expire (the "30-Day Expiration Notice).

4. In no event will this Letter of Credit or the obligations contained herein expire except after the 30-Day Expiration Notice required herein is delivered to the Western Springs Village Manager, it being expressly agreed that the above Expiration Date shall be extended by the number of calendar days as is required to comply with the 30-Day Expiration Notice delivery requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer / [Developer] shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by [BANK] of a document executed by the Western Springs Village Manager stating that the aggregate amount may be reduced in a certain amount because the guarantee period for certain maintenance, repair, or restoration amount has expired.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term "banking day" means (a) any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed and (b) any day on which payments can be effected on the Fedwire Network.

[Signature of Bank Officer]
[Officer's Title]

[Signature of Bank Officer]
[Officer's Title]

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-????

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
FOR THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)
AND A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF
THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 27th day of January, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of January, 2025.

Edward Tymick, Village Clerk

Attachment 6

ORDINANCE NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: January 27, 2025.

OTHER: None.

AN ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES' APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY) TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS (LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)

WHEREAS, Hinsdale United Methodist Church, as successor to the First United Methodist Church of Western Springs (the "Church"), is the owner of tracts of land with a common address of 4300 Franklin Avenue, Western Springs, Illinois, and legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, with the passage of Resolution No. 14-2268 on April 28, 2014, the Church and the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Western Springs (the "Village") approved and entered into a certain Letter of Agreement for the construction and maintenance of a public sidewalk dated April 28, 2014, and the Church, as Grantor, and the Village, as Grantee, approved and executed a related Plat of Easement for Public Sidewalk, dated April 28, 2014, and the Letter of Agreement and the Plat were recorded May 14, 2014 in Cook County, Illinois as Document 1413445068. As a result, the Village is the holder of an easement for the construction and maintenance of a public sidewalk over a portion of the Subject Property (the "Sidewalk Easement"); and

WHEREAS, the Church has entered into a real estate purchase and sale contract for the sale of fee simple title of the Subject Property to Fairfield Properties, LLC, an Illinois limited liability company, of Hinsdale, Illinois (the "Developer"). The Developer desires to purchase the Subject Property to construct three (3) new residential homes, referred to as the proposed "4300 Howard Avenue Residential Development" (the "Development"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to construct the Development, by a letter dated October 25, 2024 issued by the Church to the Village, the Church and the Developer have requested that the Village agree to take certain actions relative to the Subject Property, including the approval of: (a) the termination of the Letter of Agreement; (b) the approval of a Plat of Abrogation of Easement for Public Sidewalk to terminate the Sidewalk Easement; and (c) the repeal of Ordinance No. 18-2934 (Ordinance Approving A Conditional Use Permit For The Installation And Operation Of An Early Childhood Education Center At The 4300 Howard Avenue Property) (the "2018 CUP Ordinance"); and

WHEREAS, to address certain Church obligations in the Letter of Agreement and to allow the Developer to enter into a redevelopment agreement with the Village to construct the Development, the Church, the Developer and the Village have entered into an Assignment, Assumption And Consent Agreement For The Proposed 4300 Howard Avenue Residential Development In The Village Of Western Springs, Illinois (Lots 1, 8 And 9 In Field Park Subdivision), in a form and content as approved by the Village Attorney, that requires the Developer to assume the following obligations of the Church under the Letter of Agreement: (a) the removal of the existing public sidewalk and construction of a new replacement

public sidewalk within the Village's 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; (b) the removal of the diagonal public parking spaces from the 43rd Street right-of-way by the Developer, at its cost, as part of the construction of the Development; and (c) the restoration of the 43rd Street curb and parkway by the Developer, at its cost, as part of the construction of the Development ("Developer Obligations"). The Assignment, Assumption And Consent Agreement also requires the Developer to approve and enter into a mutually agreeable "Redevelopment Agreement" with the Village for the construction of the Development, in a form and content as approved by the Village Attorney, that contains the above Developer Obligations as well as other development obligations regarding the Development; and

WHEREAS, the 2018 CUP Ordinance allows for the installation and operation of an early childhood education center facility within the First United Methodist Church of Western Springs by the LaGrange Area Department of Special Education, the then-applicant, and any successor in interest; and

WHEREAS, the Church and the Village agree that, even if the Developer does not purchase the Subject Property, the 2018 CUP Ordinance should be repealed and rescinded; and

WHEREAS, at open public meetings held on January 9, 2025 and January 16, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed and discussed the Church's request to repeal the 2018 CUP Ordinance as part of its consideration of the proposed Development and the related Redevelopment Agreement and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its January 16, 2025 meeting, the Committee recommended that the Corporate Authorities of the Village approve the Church's repeal of the 2018 CUP Ordinance; and

WHEREAS, at open public meetings held on January 13, 2025 and January 27, 2025, the Corporate Authorities of Village reviewed and discussed the Committee's recommendation on the request to repeal the 2018 CUP Ordinance as part of its consideration of the proposed Development and the related Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. At its January 27, 2025 meeting, the Corporate Authorities of Village accepted the Committee's recommendation regarding approval of the Church's request to repeal the 2018 CUP Ordinance; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 65 ILCS 5/11-13-1.1), and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code and the statutory and constitutional authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the Corporate Authorities of the Village are authorized to pass this Ordinance to rescind and repeal the approval of the 2018 CUP Ordinance No. 18-2934; and

WHEREAS, in order to facilitate the sale of the Subject Property by the Church to the Developer to allow for the construction of the proposed Development, the Corporate Authorities of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its

residents to rescind and repeal the approval of the 2018 CUP Ordinance No. 18-2934, provided that the Church approves of the Termination of the Letter of Agreement and the Plat of Sidewalk Easement Abrogation, subject to mutually agreeable conditions of approval agreed to by the Church and the Village, and the Church's and the Developer's compliance with the provisions of the Assignment, Assumption and Consent Agreement, and the Developer's and the Village's approval and entry into a mutually agreeable Redevelopment Agreement for the construction of the proposed Development, in a form and content as approved by the Village Attorney.

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

SECTION 1. Incorporation. Each of the Whereas paragraphs set forth above are incorporated into Section 1 of this Ordinance as material provisions.

SECTION 2. Rescind and Repeal of Approval of Ordinance No. 18-2934. Pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-13-1, *et seq.*, the Corporate Authorities of the Village of Western Springs rescind and repeal the approval of Ordinance No. 18-2934, granting a conditional use permit for the operation of an early childhood education center at the 4300 Howard Avenue Property.

SECTION 3. Filing Ordinance With the Cook County Clerk's Office, Recording Division. The Village shall cause a certified copy of this Ordinance to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD"), at the cost and expense of the Developer. The Village shall provide the Applicant with a CCCORD-filed stamped copy of this Ordinance.

SECTION 4. Repealer; Severability. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed, and each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5. Publication; Effective Date. This Ordinance shall be in full force and effect from and after its passage and due publication in pamphlet form according to law.

PASSED by an affirmative vote of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 27th day of January, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 27th day of January, 2025.

Edward Tymick, Village Clerk

Draft

Exhibit "A"

Legal Description of Parcel - 4300 Franklin Avenue, Western Springs, Illinois

LOTS 1, 8 AND 9 IN BLOCK 26 IN FIELD PARK, A SUBDIVISION IN THE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 PF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 18-05-302-001-0000
18-05-302-002-0000
18-05-302-018-0000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

**AN ORDINANCE RESCINDING AND REPEALING THE BOARD OF TRUSTEES'
APPROVAL OF ORDINANCE NO. 18-2934 (AN ORDINANCE APPROVING
A CONDITIONAL USE PERMIT FOR THE INSTALLATION AND OPERATION OF
AN EARLY CHILDHOOD EDUCATION CENTER AT THE 4300 HOWARD AVENUE PROPERTY)
TO FACILITATE THE PROPOSED 4300 HOWARD AVENUE RESIDENTIAL DEVELOPMENT
IN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS
(LOTS 1, 8 AND 9 IN FIELD PARK SUBDIVISION)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 27th day of January, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 27th day of January, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ___ day of January, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 8.C.

To: Board of Trustees

From: Heather Valone, Director of Community Development , Kelsey Fawell, Senior Planner

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: Downtown Western Springs Market Assessment Update: Committee discussion and recommendation

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on January 9, 2025 and recommend to the Village Board for review and discussion of the preliminary findings of the Downtown Western Springs Market Assessment Update.

Summary

On March 26, 2007, the Village Board approved Resolution 07-1957 accepted a market assessment of the downtown prepared by Business Districts, Inc. titled “Western Springs: Downtown Market Assessment”. The 2007 assessment identified the market demand for specific types of retail and projects that would be both appropriate and financially feasible for Western Springs’ Downtown. It also provided recommended strategies and actions that realize Downtown’s sales potential and improve retail service to all residents.

As part of the 2024 fiscal year budget, an update to this plan was included in the Community Development Department Budget. On October 14, 2024, the Village Board approved Resolution No. 24-2844 accepting a proposal from Teska Associates, Inc. (“Teska”) to complete an update to the assessment.

The market assessment update includes interviews with valuable stakeholders in the downtown, such as business owners, property owners, residents, and Village Officials, an inventory of the downtown’s existing conditions, analyses on the characteristics of the area and how visitors frequent and utilize the downtown. Interviews with business owners / representatives were conducted in October and November of 2024. A Joint meeting of the Economic Development Commission and the Village Board was held on November 6, 2024. Surveys to businesses and residents were conducted and concluded on December 20, 2024.

The Community Development Department and Teska have combined the valuable insight collected in the interviews, joint meeting, surveys, and other qualitative data and have generated preliminary findings for the assessment update. These preliminary findings will be presented to the committee at the January 13, 2025 meeting. The Planning and Zoning

Committee reviewed the preliminary findings at their January 9, 2025 meeting, and recommended that they be advanced.

Financial Impact

None

Recommended Motion

The Planning and Zoning Committee reviewed this item at their meeting on January 9, 2025 and recommended to the Village Board for review and discussion of the preliminary findings of the Downtown Western Springs Market Assessment Update.

Strategic Plan Alignment

Economic Development

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 8.D.

To: Board of Trustees

From: Heather Valone, Director of Community Development , Kelsey Fawell, Senior Planner

CC: Ellen Baer, Village Manager, Chris Breakey, Superintendent of Public Works , Michael Jurusik, Village Attorney

RE: Pending Land Use Application, PC-2024-02 – A Comprehensive Plan Amendment to the Long-Range Land Use Map, Conditional Use for a Planned Development, Variations, Lawn Avenue ROW Vacation, and Subdivision - 5600 Wolf Road, McNaughton Development, LLC: Status Report

Recommendation

None

Summary

Staff will provide a brief status update on the pending application.

Financial Impact

None

Recommended Motion

None

Strategic Plan Alignment

None

File Attachments

1. Plan Commission Recommendation No. 24-02

REPORT AND RECOMMENDATION NO. 24-02

PLAN COMMISSIONERS PRESENT: Peter Glimco, Peter Hanson, Michele Johann and Patrick Turner.

ABSENT: Jocelyn Brumbaugh, Ryan DeProsperis and Steve Winegar.

OTHER: None.

DATE: November 18, 2024

**FINDINGS AND RECOMMENDATIONS TO THE VILLAGE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS**

RE: PC-2024-02: Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map, Map Amendment, Conditional Use for a Planned Development, Exceptions / Variations to Village Development Control Ordinance (“DCO”), and Subdivision for the Construction, Operation, and Maintenance of a Townhome Subdivision Development at the 5600 Wolf Road Property (Heritage Crossing)

APPROVAL of a Map Amendment to Rezone the Below Described Property from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence District to Construct a Townhome Development Referred to as “Heritage Crossing” (the “Project” or “Development”). [During the November 18, 2024 Public Hearing, a Motion to Approve this component of the Zoning Relief was made by Commissioner Hanson and seconded by Commissioner Turner and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

APPROVAL of a Conditional Use Permit for a Planned Development with Exceptions from District Regulations (Applicable Only to the Development) in Accordance with Chapter 8 (Planned Developments) of the DCO to Construct the Development. [During the November 18, 2024 Public Hearing, a Motion to Approve this component of the Zoning Relief was made by Commissioner Hanson and seconded by Commissioner Turner and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

APPROVAL of Variations from District Regulations Applicable Only to the Development, Except as Noted:

- **Variations from Section 10-10-7 (Street Design Criteria): Pavement Width – Required twenty-seven feet (27’) street width from face of curb to face of curb. The Applicant is requesting twenty-four feet (24’). Required horizontal curve minimum one hundred fifty foot (150’) radius. The Applicant is requesting less than one hundred fifty feet (150’). The required vertical curves minimum of one hundred feet (100’). The Applicant is requesting fifty feet (50’).**
- **Variation from Section 8-2-1 (Inspections Required): “The following regulation shall apply to platted subdivisions that already exist within the village and that have some public sidewalks serving residences already constructed therein. As part of any new construction, tear down development, subdivision, planned development or an**

addition or renovation to an existing residence or commercial building, a concrete sidewalk shall be installed by the property owner in the public right of way along the street frontage of the property extending from lot line to lot line where a sidewalk does not currently exist or if a sidewalk already exists and is in poor condition, as determined by the director of municipal services, or his designee, the sidewalk or portions thereof shall be replaced as part of the construction project. The village engineer shall designate the location and grade of the sidewalk. The property owner shall be responsible for the cost of the installation of the concrete sidewalk or any replacement portions of the existing sidewalk. In the case of a corner lot, the sidewalk shall be installed in the public right of way along both street frontages of the property and shall extend from lot line to lot line. As an alternative to concrete sidewalks, sidewalks installed in the public right of way may be constructed of brick pavers or similar materials when authorized by the village board as part of a planned development. No person shall construct, rebuild, repair or remove any sidewalks on any public street or right of way in the village without first obtaining a building permit and an inspection from the department of municipal services.” The Applicant is requesting to waive the sidewalk requirement along the north side frontage of Park Place. NOTE: The Plan Commission recommended denial of the Applicant’s request to waive the sidewalk requirement along the north side frontage of Park Place and recommended that the Park Place sidewalk be installed.

- Variation from Subsection 10-11-11 (C)(2) (Stormwater Management Requirements For All Developments; Detention; Streets): “Streets are not to be used for the storage of excess stormwater, ponding depths shall not encroach more than three feet (3’) on the adjacent traffic lane and shall not remain flooded for more than eight (8) hours for any event less than or equal to the 100-year event.” The portion of the north end of Heritage Court (a private street) between the north lot line of the Property to a point approximately forty feet (40’) south of the north lot line of the Property, which is not intended to be used for primary ingress and egress vehicle access to the Property, has been designed to temporarily hold stormwater during certain infrequent rain events to facilitate the movement of excess stormwater from the Property to the on-site stormwater detention basins and to draw stormwater off of the remainder of Heritage Court and away from the private driveways of northerly dwelling units so that there is no ponding of stormwater in front of the dwelling units.
- Exception from Subsection 10-8-4(B)(1)(d) (Exceptions From District Regulations; Site Design Regulations; Exceptions From District Regulations) of the DCO to provide: “Along the periphery of such planned developments, set back yards shall be provided as required by the regulations of the underlying zoning district, except that, in the R4 - Multiple-Family Residence Zoning District, variations of not more than sixty-one percent (61%) (seven (7) feet) to the front yard regulation and the corner side yard regulation may be allowed as part of the approval of the planned development.”
- Exception from Subsection 10-8-4(B)(1)(e) (Exceptions From District Regulations; Site Design Regulations; Exceptions From District Regulations) of the DCO to provide: “Building height shall comply with the Zoning District regulations approved by the Village for the planned development, except that a variation of not more than nine percent (9%) (36.25 feet) above the maximum height of buildings and structures may be allowed as part of the approval of a planned development.”
- Exceptions (Text Amendments / Variations) from requirements of Section 10-6-5 (R4 - Multiple-Family Residence District) regulations, including:
 - Subsection 10-6-5(D): Minimum Development Parcel Size: Required: five (5) acres (217,800 square feet) and Requested: 2.76 acres

- Subsection 10-6-5(E)(1): Minimum Yards Requirements: Front Yard: Required: Twenty-five feet (25') and Requested: seven feet (7')
- Subsection 10-6-5(E)(2): Minimum Yards Requirements: Corner Side Yard: Required: Twenty-five feet (25') and Requested: Fourteen and five inches-and-a-half feet (14.42')
- Subsection 10-6-5(E)(3): Minimum Yards Requirements: Interior Side Yard: Required: Thirty feet (30') and Requested: six feet and eight inches (6.67')
- Subsection 10-6-5(E)(4): Minimum Yards Requirements: Rear Yard: Required: Thirty feet (30') and Requested: Twelve feet and nine inches (12.75')

[During the November 18, 2024 Public Hearing, a Motion to Approve these components of the Zoning Relief, except for the denial of the Applicant's variation request to avoid installation of the required sidewalk along the north side frontage of Park Place, was made by Commissioner Hanson and seconded by Commissioner Johann and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

APPROVAL of a Combined Preliminary Plan / Final Plan for the Development Subject to Compliance with Plan Review Requirements of Section 10-8-5(C) (Final Plan) of the DCO. [During the November 18, 2024 Public Hearing, a Motion to Approve this component of the Zoning Relief was made by Commissioner Johann and seconded by Commissioner Turner and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

APPROVAL of a Final Plat of Subdivision to Construct a Twenty-Nine Unit Townhome Development Referred to as the Final Plat of Heritage Crossing, as Part of a Village Conditional Use Permit for a Planned Development in Accordance with Chapter 8 (Planned Developments) of the Village's DCO of a Combined Preliminary Plan / Final Plan for the Development Subject to Compliance with Plan Review Requirements of Section 10-8-5(C) (Final Plan) of the DCO. [During the November 18, 2024 Public Hearing, a Motion to Approve this component of the Zoning Relief was made by Commissioner Turner and seconded by Commissioner Johann and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

APPROVAL of a waiver of the 5-acre minimum land area requirement under Section 10-8-3 (Guidelines) of the DCO and the reduction of certain planned development submission materials under Section 10-8-8 (Submittal Requirements) of the DCO (Subsection 10-8-8(B.4.d.)). [During the November 18, 2024 Public Hearing, a Motion to Approve this component of the Zoning Relief was made by Commissioner Turner and seconded by Commissioner Johann and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

APPROVAL of vacation of a portion of the dedicated Lawn Avenue right-of-way ("Lawn Avenue ROW Area"), generally described as the approximate 225.00 foot (north to south) by 66.00 foot (east to west) parcel and located west of and adjacent to the south 25.00 feet of Lot 4 and Lots 5 and 6 of Maxted's Subdivision with assigned P.I.N. 18-18-200-001-0000, for purposes of incorporation into the planned development. [During the November 18, 2024 Public Hearing, a Motion to Approve this component of the Zoning Relief was made by Commissioner Johann and seconded by Commissioner Hanson and the Motion passed with four (4) affirmative yes votes and zero (0) negative votes voiced by the Commissioners present at the Hearing.]

Applicant:	McNaughton Development, LLC
Property Owner:	Casey and Fran Gaik
Property:	5600 Wolf Road, Western Springs, Illinois 60558
Current Zoning:	O – Limited Office Zoning District
Lot Size:	105,158.93 SF or 2.414 AC [without the Lawn Avenue ROW Area] 120,008.93 SF or 2.755 AC [with the Lawn Avenue ROW Area]

I. BACKGROUND FACTS

1. On May 23, 2024, McNaughton Development, LLC (the “Applicant”), the contract purchaser and prospective developer of the real property commonly known as 5600 South Wolf Road, Western Springs, Illinois (“Property”), filed a General Information Application for Land Use and Development in the Village with supporting documents (the “Application”) for the rezoning and redevelopment of the Property. Casey and Fran Gaik (the “Property Owner”) are the fee simple title owners of the Property and have submitted a written authorization to the Village of Western Springs (“Village”) that allowed the Applicant to file the Application for the redevelopment of the Property as a twenty-nine (29) unit residential townhome development (the “Development” or “Project”).

2. The Applicant submitted the Application and supporting documents, along with updates to such documents, to petition for approval of all necessary zoning relief in accordance with the applicable provisions of the Village’s Municipal Code and the DCO in order to construct, operate and maintain the Development consisting of nine (9) townhome buildings with unit counts of either three-units or four-units. Each dwelling unit will have a balcony, a rear patio, and an attached, front-loaded garage with a driveway accessed by a private street through the Development. The Development will have off-street community parking spaces, possible on street-parking, sidewalks, stormwater detention basins, open space and streetlights. The Applicant proposes to extend private Heritage Court to the southeast through the Property to the Development’s access driveway proposed along Wolf Road. The existing portion of Heritage Court, a private road, currently services only the Heritage Springs Townhome Development, connects to 55th Street to the north of the Property and is maintained by the Heritage Springs Homeowner’s Association. The Applicant’s plans indicate that the new portion of Heritage Court will match the existing road’s width. An automatic gate will separate the Development from the existing Heritage Springs Subdivision to the north. Vehicle access between the adjacent subdivisions will be controlled by a swing gate and gate access will only be granted to residents of both subdivisions with clicker-access and Village emergency service vehicles. The swing gate will be improved with an Opticom system that will give Village emergency service vehicles access similar to the systems on streetlights. The “Requested Zoning Relief” is set forth in the Application, as amended by the Applicant, and consists of those exceptions and variations enumerated in **Sections 4 and 5** below. The Property is legally described in the Application. The proposed Development is commonly referred to as Heritage Crossing.

3. The Application consists of information supporting the Requested Zoning Relief, a description of the proposed improvements to be constructed as part of the Project, and the proposed Design Plans, copies of which are incorporated by reference into this Report and Recommendation as **Group Exhibit “A”** and made a part hereof.

4. The Plan Commission recommends that the President and Board of Trustees of the Village of Western Springs consider approving the following Requested Zoning Relief from certain DCO submittal requirements for planned developments for this Project:

- a. Waiver of the 5 acre minimum land area requirement under Section 10-8-3 (Guidelines) of the DCO.

- b. Reduction of certain planned development submission materials under Section 10-8-8 (Submittal Requirements) of the DCO (a) DCO Subsection 10-8-8(B)(3)(g): site lighting plan, and (b) DCO Subsection 10-8-8(B)(4)(d): Market study (financial information) prepared by a qualified, independent market research firm.
5. The remaining Requested Zoning Relief necessary for the Applicant to construct the Development consists of:
- a. A conditional use permit for a planned development in accordance with Chapter 3 (Conditional Uses) and Chapter 8 (Planned Developments) of the DCO.
 - b. A single stage Final Plan review and approval process (i.e., a combined Preliminary Plan / Final Plan approval) for the Development per Subsection 10-8-8(C) of the DCO, provided that the Petitioner complies with the submittal and plan review requirements of Section 10-8-5(C) (Final Plan) of the DCO.
 - c. A Comprehensive Plan Amendment to the Long-Range Land Use Map that reclassifies the Property from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence Zoning District.
 - d. A map amendment to re-zone the Property from the O – Limited Office Zoning District to the R4 - Multiple-Family Residence Zoning District.
 - e. Exception (Variations) from Subsection 10-8-4(B)(1)(d) (Exceptions From District Regulations; Site Design Regulations; Exceptions From District Regulations) of the DCO applicable only to the Development to provide: “Along the periphery of such planned developments, set back yards shall be provided as required by the regulations of the underlying zoning district, except that in the R4 - Multiple-Family Residence Zoning District variations of not more than 61% to the front yard regulation and the corner side yard regulation may be allowed as part of the approval of the planned development.”
 - f. Exception (Variations) from Subsection 10-8-4(B)(1)(e) (Exceptions From District Regulations; Site Design Regulations; Exceptions From District Regulations) of the DCO to provide: “Building height shall comply with the Zoning District regulations approved by the Village for the planned development, except that a variation of not more than 9% above the maximum height of buildings and structures may be allowed as part of the approval of a planned development.”
 - g. Exceptions (Text Amendments / Variations) from requirements of Section 10-6-5 (R4 - Multiple-Family Residence District) regulations, including:
 - i. Subsection 10-6-5(D): Minimum Development Parcel Size: Required: five (5) acres (217,800 square feet); and Requested: 2.76 acres;
 - ii. Subsection 10-6-5(E)(1): Minimum Yards Requirements: Front Yard: Required: Twenty-five feet (25'); and Requested: Seven Feet (7');
 - iii. Subsection 10-6-5(E)(2): Minimum Yards Requirements: Corner Side Yard: Required: Twenty-five feet (25'); and Requested: fourteen feet and five inches (14.42');
 - iv. Subsection 10-6-5(E)(3): Minimum Yards Requirements: Interior Side Yard: Required: Thirty feet (30'); and Requested: six feet and eight inches (6.67');
 - v. Subsection 10-6-5(E)(4): Minimum Yards Requirements: Rear Yard: Required: Thirty feet (30'); and Requested: Twelve feet and nine inches (12.75'); and
 - vi. Any additional exception(s) or variation(s) identified at the Public Hearing from the other use, bulk and site design requirements contained in the DCO that are necessary to permit the construction of the Development and allow the above Property to be used for its intended purposes in accordance with the filed petition shall also be considered for Village approval.

- h. Variation from Subsection 10-11-11 (C)(2) (Stormwater Management Requirements For All Developments; Detention; Streets) of the DCO to allow the portion of the north end of Heritage Court (a private street) between the north lot line of the Property to a point approximately forty feet (40') south of the north lot line of the Property, which is not intended to be used for primary ingress and egress vehicle access to the Property, to be designed and constructed to temporarily hold stormwater during certain infrequent rain events to facilitate the movement of excess stormwater from the Property to the on-site stormwater detention basins and to draw stormwater off of the remainder Heritage Court and away from the private driveways of northerly dwelling units so that there is no ponding of stormwater in front of the dwelling units.

6. The Village's Official Land Use Plan, adopted by Ordinance No. 03-2226 dated February 24, 2003, was amended in 2021 in order to allow for the redevelopment of the 17 West Ogden Avenue Property with a higher density residential development. The Land Use Plan Amendment was approved on June 28, 2021, with the passage of Ordinance No. 21-3046. Similar to the Village's approval of the 17 West Ogden Avenue development, the proposed rezoning of the Property from O – Limited Office Zoning District to the R4 - Multiple-Family Residence District, with a conditional use permit for a planned development overlay approval, will follow the guidelines as set forth in Subsection 10-5-2(A)(6) (Purpose Statements) of the DCO:

"R4 - Multi-Family Residence District: This district is intended to provide for a multiple-family residential environment of moderate density. The R4 district is intended to accommodate existing apartment buildings which have developed over time within the village. While this district will be applied to existing multi-family development built on a lot by lot basis, it is intended that new multi-family dwelling units shall be constructed as part of a planned development. (Ord. 01-2158, 1-22-2001)"

7. Based on the regulations set forth in the Village's DCO, the Requested Zoning Relief has to be considered by the Plan Commission at a public hearing and then the Village Board must consider approval of the Requested Zoning Relief.

8. As a supplement to its Application, the Applicant provided the following revised or supplemental documents:

- a. On July 12, 2024, a set of revised or supplemental documents were filed.
- b. On July 24, 2024, revised or supplemental documents were filed.
- c. On August 1, 2024, a set of revised or supplemental documents were filed.
- d. On August 26, 2024, a set of revised or supplemental documents were filed.
- e. On September 10, 2024, a set of revised or supplemental documents were filed.
- f. On September 16, 2024, a set of revised or supplemental documents were filed.
- g. On September 20, 2024, a set of revised or supplemental documents were filed.
- h. On September 24, 2024, a set of revised or supplemental documents were filed.
- i. On September 25, 2024, a set of revised or supplemental documents were filed.
- j. On October 3, 2024, a set of revised or supplemental documents were filed.
- k. On October 18, 2024, a set of revised or supplemental documents were filed.
- l. On October 22, 2024, a set of revised or supplemental documents were filed.
- m. On October 24, 2024, a set of revised or supplemental documents were filed.
- n. On November 6, 2024, a set of revised or supplemental documents were filed.

9. Pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on August 13, 2024, the Plan Commission opened and conducted a public hearing to consider the Requested Zoning Relief.

10. The public hearing was continued to September 24, 2024 and November 18, 2024 and, during those additional public hearing sessions, further testimony and documents prepared by the Applicant, the Village and Interested Parties were presented to and considered by the Plan Commission (collectively the “Public Hearing”).

11. At the Public Hearing, the Plan Commission considered and accepted into the public record written and oral testimony, including documents that were marked as exhibits for identification purposes, which were submitted and/or presented by the Applicant and the Applicant’s representatives, Village Attorney Michael Marrs and Michael Jurusik, the Interested Parties, the Community Development Director (Heather Valone), the Senior Planner (Kelsey Fawell), other Village staff and the public. All of the written and oral testimony, exhibits and a transcript of the Public Hearing are incorporated in and made a part of this Recommendation. Each of the documents accepted into the record and identified by an exhibit number are identified below:

- A. The Application with its attachments (incorporated by reference as **Group Exhibit “A”**).
- B. The Public Hearing Notice, the Newspaper Publisher's Certificate dated **July 18, 2024**, the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication dated **August 7, 2024** submitted by Heather Valone, the Affidavit of Posting of Signage for Public Hearing dated **August 7, 2024** and prepared and executed by Village Building Official Robert Schmidt confirming that the required mailing, publications and sign postings of the Public Hearing Notice to surrounding Property owners and taxpayers of record were performed in accordance with State law (incorporated by reference as **Group Exhibit “B”**).
- C. Village Staff Memorandums dated **August 9, 2024, September 20, 2024 and November 15, 2024**, and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell (“Village Staff Memos”) (incorporated by reference as **Group Exhibit “C”**).
- D. The Village’s Official Land Use Plan adopted by Ordinance No. 03-2226 dated February 24, 2003, as amended (incorporated by reference as **Group Exhibit “D”**).
- E. The Official Zoning Map of the Village (incorporated by reference as **Group Exhibit “D”**).
- F. The Western Springs Municipal Code, including the Development Control Ordinance (“DCO”) (incorporated by reference as **Group Exhibit “D”**).
- G. The transcripts of the August 13, 2024, September 24, 2024 and November 18, 2024 sessions of the Public Hearing prepared by a court reporter (Robin Chimniak) (incorporated by reference as **Group Exhibit “E”** and retained on file with the Community Development Department).
- H. Additional documents submitted to the Plan Commission during the Public Hearing (each being incorporated by reference into this Recommendation and retained on file with the Community Development Department), consisting of:
 - Village Supplemental Materials (**Group Exhibit “C”** and **Exhibit “F”**): Village Staff Memos and Outlot 31, 32, and 33 Stormwater Detention Figure. The figure provides labels of common areas for clarification related to the stormwater management facilities.
 - Materials Submitted by Interested Parties (**Group Exhibit “G”**):
 - Emails dated July 22, 2024 and November 15, 2024 (three page) and prepared by Marie Raffl (incorporated by reference as **Group Exhibit “G-1”**).
 - Emails dated July 21, 2024, August 15, 2024 and September 22, 2024 (13 total pages) and prepared by Ron Lejcar (incorporated by reference as **Group Exhibit**

"G-2").

- Emails and letter dated July 17, 2024, August 26, 2024, September 16, 2024, October 8, 2024 and November 14, 2024, (seven total pages) and prepared by Deborah David (incorporated by reference as Group Exhibit "G-3").
- Email dated July 24, 2024 (three pages) and prepared by Casey Burch (incorporated by reference as Group Exhibit "G-4").
- Emails dated July 24, 2024 and September 23, 2024 (four total pages) and prepared by Claudia Kelly (incorporated by reference as Group Exhibit "G-5").
- Email dated July 24, 2024 (one page) and prepared by Conner Stout (incorporated by reference as Group Exhibit "G-6").
- Letter / Email dated July 24, 2024, August 15, 2024 and September 25, 2024 (nine total pages) and prepared by Daniel Lombard (incorporated by reference as Group Exhibit "G-7").
- Emails dated July 24, 2024 and August 14, 2024 (three total pages) and prepared by Michele Manley (incorporated by reference as Group Exhibit "G-8").
- Email dated July 24, 2024 (one page) and prepared by Rebecca Plunkett (incorporated by reference as Group Exhibit "G-9").
- Email dated July 23, 2024 (two pages) and prepared by Sandra Munizzo (incorporated by reference as Group Exhibit "G-10").
- Email dated August 5, 2024 (one page) and prepared by Rachel Muldowney (incorporated by reference as Group Exhibit "G-11").
- Email dated August 6, 2024 (one page) and prepared by Vickey Van Alphen (incorporated by reference as Group Exhibit "G-12").
- Email dated August 6, 2024 (one page) and prepared by Robin Polich (incorporated by reference as Group Exhibit "G-13").
- Email dated August 10, 2024 (two pages) and prepared by Lauren Stoltz (incorporated by reference as Group Exhibit "G-14").
- Emails dated August 12, 2024 and September 23, 2024 (two total pages) and prepared by Jim and Dianne Kaiser (incorporated by reference as Group Exhibit "G-15").
- Emails dated August 12, 2024, September 17, 2024 and November 12, 2024 (seven total pages) and prepared by George Rodgers (incorporated by reference as Group Exhibit "G-16").
- Email dated August 13, 2024 (two pages) and prepared by John and Cathy Grundke (incorporated by reference as Group Exhibit "G-17").
- Emails dated August 13, 2024 and September 24, 2024 (two total pages) and prepared by Diana MacGillis (incorporated by reference as Group Exhibit "G-18").
- Email dated August 13, 2024 (two pages) and prepared by Doug Stoltz (incorporated by reference as Group Exhibit "G-19").
- Email dated August 13, 2024 (one page) and prepared by Tara Reynolds (incorporated by reference as Group Exhibit "G-20").
- Emails dated August 13, 2024 and September 24, 2024 (two total pages) and prepared by Jamie Macander (incorporated by reference as Group Exhibit "G-21").
- Email dated August 13, 2024 (one page) and prepared by Tracy Vedok (incorporated by reference as Group Exhibit "G-22").
- Email dated August 14, 2024 (one page) and prepared by Jennifer Dixon (incorporated by reference as Group Exhibit "G-23").
- Email dated August 14, 2024 (one page) and prepared by Aimee Hojnicky (incorporated by reference as Group Exhibit "G-24").

- Emails dated July 24, 2024, and August 15, 2024 (five total pages) and prepared by Berry Allen (incorporated by reference as Group Exhibit "G-25").
- Letter dated August 15, 2024 (two pages) and prepared by Casey and Frances Gaik (incorporated by reference as Group Exhibit "G-26").
- Email dated August 15, 2024 (one page) and prepared by Kim and Chris Fronk (incorporated by reference as Group Exhibit "G-27").
- Email dated August 16, 2024 (one page) and prepared by Kate Fus (incorporated by reference as Group Exhibit "G-28").
- Email dated August 28, 2024 (four pages) and prepared by Renee Rowley (incorporated by reference as Group Exhibit "G-29").
- Email dated September 24, 2024 (two pages) and prepared by Springwood Manor Condo Association (incorporated by reference as Group Exhibit "G-30").
- Letter dated September 24, 2024 (four pages) and prepared by Amanda Nawrocki (incorporated by reference as Group Exhibit "G-31").
- Email dated July 24, 2024 (one page) and prepared by Cathy Barten (incorporated by reference as Group Exhibit "G-32").

12. Copies of all the Exhibits identified in this Recommendation are on file with the Village's Department of Community Development and are incorporated by reference in this Recommendation.

13. The Village's Code Officer, Community Development Director Heather Valone, has submitted the Village Staff Memo, which reviews the Application, the applicable provisions of the DCO and the Requested Zoning Relief, and concludes that the Project meets the applicable DCO provisions for purposes of conducting the Public Hearing and consideration of approval of the Requested Zoning Relief. See, Group Exhibit "C".

14. Subject to the Requested Zoning Relief, the Application and other submittals by the Applicant conform to the applicable requirements of the Western Springs Municipal Code, including Chapter 3 (Administrative Bodies and Procedures), Subsection 11 (Variations) and Subsection 14 (Conditional Uses) of the DCO.

II. FINDINGS OF FACT

Based upon the information contained in the Application, all the documents received into the record and the testimony heard during the Public Hearing, the Plan Commission makes the following findings of fact relative to its recommendation to the Village Board regarding the Requested Zoning Relief:

A. Comprehensive Plan Amendment to the Long-Range Land Use Map Standards

- a. The Development Plans are presented as an amendment to the Village's existing 2003 Land Use Plan to amend the Property's Long Range Land Use from its current designation of O – Limited Office Zoning District to the R4 - Multiple-Family Residence District, with a conditional use permit for a planned development overlay approval, in order to allow for the construction and operation of the Development. Once the Property is rezoned, it will expand the types of other possible adaptive uses that could be developed on the Property under the R4 - Multiple-Family Residence District classification, if the Development is not constructed, subject to Village approval of another conditional use permit for a planned development.

- b. The Development Plans provide development options that are consistent and compatible with the permitted uses or permitted conditional uses of the R4 - Multiple-Family Residence District.
- c. In regard to the goals and objectives set forth in Section (10-1-2: PURPOSE AND INTENT) of the DCO, the Plan Commission **finds** that the requested Comprehensive Plan Amendment meets the following criteria:
 - A. To promote the orderly and beneficial development of the Village of Western Springs in accordance with the village's official land use plan.**
 - B. To promote the public health, safety, morals, comfort and general welfare of the citizens of the Village of Western Springs.**
 - C. To protect the character and stability of residential, business and industrial areas.**
 - D. To provide for orderly growth and development; to afford adequate facilities for the safe, convenient, and efficient means for the traffic circulation of its population; and to safeguard the public against flood damage.**
 - E. To provide adequate light, air, privacy and convenience of access to Property.**
 - F. To divide the Village of Western Springs into districts of such number, shape, area and of such different classes, according to the use of land and buildings and the intensity of such use, as may be deemed best suited to carry out the purposes of this ordinance.**
 - G. To prohibit locations and uses of buildings or structures and uses of land that are incompatible with the type of development planned for specified zoning districts in the Village of Western Springs.**
 - H. To regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, and other uses, and to regulate and restrict the intensity of such uses.**
 - I. To prescribe reasonable rules and regulations governing the subdivision and platting of land; the preparation of plats; the location, width, and course of streets and highways; the installation of utilities, street pavements, and other essential improvements; and the necessary public grounds for schools, parks, playgrounds, and other public open spaces.**
 - J. To prevent additions to and alterations or remodeling to existing buildings or structures in such a way as to avoid the restrictions and limitations lawfully imposed hereunder.**
 - K. To protect against fire, explosions, noxious fumes and other dangers.**
 - L. To fix reasonable standards to which buildings and structures shall conform.**

- M. To provide for the gradual elimination of those uses that would not now be permitted in the districts in which they are located and are adversely affecting the orderly and beneficial development of the Village of Western Springs.**
- N. To define and limit the powers and duties of administrative officers and bodies as provided herein.**
- O. To prescribe penalties for the violation of and methods for the enforcement of the provisions of this ordinance or any amendment thereto.**

The Property is notably one of the few sites designated O - Limited Office Zoning District within the Village. The Village's future land use map designation is Office. The future land use district is described as commercial areas consisting of low-rise (one to two story) office buildings, usually on separate parcels and with dedicated parking. The Subject Property is adjacent to designated residential uses: to the north is multiple-family (Heritage Springs townhomes and residential condominium building), to the south and west is single-family residential, while to the east (across Wolf Road) is unincorporated Cook County residential.

The Property is currently underutilized, per the Application documents that state the office building has only been partially occupied in recent years. The Comprehensive Plan Amendment would allow for continuation of residential redevelopment, one that connects to the planned development Heritage Springs (via Heritage Court) to the north. The Development Plans propose the construction of a new portion continuation of Heritage Court, as a private street, within the Property to the south, which will only be available to residents of both the Heritage Springs Subdivision and the Heritage Crossing Subdivision to potentially minimize traffic through the single-family neighborhood immediately east of the Property. A vehicular turnaround area is proposed immediately south of the gate in the event vehicles do attempt to cut through the development and dead end at the gate. An AutoTURN analysis is needed for the turnaround area to verify it can be utilized for passenger vehicles. Attachment 5 of the village staff memorandum dated November 15, 2024 contains the Village's consulting traffic engineer's (Kimley Horn) review of the submitted traffic study, which includes recommendations for removal of the two (2) proposed parallel guest parking spaces due to poor visibility and the use of grasscrete or other material to discourage the use as parking spaces. A public sidewalk within the north side right-of-way of Park Place is also recommended.

B. Map Amendment Standards

The Plan Commission considered each of the seven (7) standards set forth in Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12(F)(1) (Map Amendments) of the DCO and found as follows:

a. Existing uses of Property within the general area of the Property in question.

The Property is currently zoned O – Limited Office Zoning District and is immediately surrounded by single and multi-family residential uses, as follows: (a) North of the Property: Zoning: SFA - Single-Family Attached and Land Use: Heritage Springs; (b) South of the Property: Zoning: A – Single-Family Residence District and Land Use: Single Family; (c) East of the Property: Zoning: Single-Family Residence District Unincorporated Cook County) and Land Use: Single Family. See, Village Zoning Map attached as **Exhibit "D"**; and

(d) Zoning: R3 - Two-Family Residence District and Land Use: Two-Family. The proposed new Zoning District classification and land use of R4 – Multiple-Family Residence District (DCO 10-6-5) for a multi-building townhome redevelopment **meets** this standard.

b. The zoning classification of Property within the general area of the Property in question.

The properties in the general area are mostly single-family residential zoning districts with an R4 – Multiple-Family Residence District property to the north, as listed in the previous standard. See, Village Zoning Map attached as **Exhibit “D”**. The neighboring property to the north, the Heritage Springs Subdivision, was granted a rezoning, conditional use, and planned development for the construction of fourteen (14) townhome units, two (2) stormwater detention facilities, a private road, with curb and gutter and drainage improvements, sidewalks and accompanying utilities in 1995. The Property was previously zoned A - Single Family Residence and C-2 Community Shopping Center District. This development predated the Village’s Comprehensive Plan which was adopted in 2003. The properties in the general area are mostly classified under single- or multiple-family residential zoning districts as listed in the previous standard. See, Village Zoning Map attached as **Exhibit “D”**.

c. The suitability of the Property in question to the uses permitted under the existing zoning classification.

The Property is suitable for the proposed conditional use listed within the R4 – Multiple-Family Residence District:

Prior to 1982, the Property had been zoned single-family, similar to that of adjacent properties to the north (prior to Heritage Springs conditional use permit for planned development), south and west. The Property was designated such zoning classification upon annexation into the Village. The surrounding area has not experienced significant use change and is slated to remain residential within the 2003 Comprehensive Plan.

The Property is undersized in terms of dwelling unit per acre requirement. However, with the inclusion of the Lawn Avenue ROW Area, the combined property exceeds the minimum lot area required by Section 10-6-5(C)(2) of the DCO. The Applicant has sought a waiver from the Planned Development standard for minimum total lot size (five (5) acres). The Applicant is seeking variations from the R4 – Multiple-Family Residence District requirements. Please see Sections “D. Exceptions from Applicable District Regulations” and “E. Variations from Applicable District Regulations” below for a discussion of the Requested Zoning Relief under the planned development regulations.

d. The trend of development, if any, in the general area of the Property in question, including changes if any, which have taken place in its present zoning classification.

The recent trend of development in the general area of the Property has remained the same for decades, consisting of mostly home renovations, additions, and tear down and new construction of single-family residences. Most of the surrounding residential neighborhoods were subdivided prior to 1990, while there is an existing townhome development known as “Heritage Springs Subdivision” that was constructed in the late 1990s into the early 2000s to the north of the Property as a multiple-family development.

There is also another multi-family building with detached, dedicated parking garage buildings serving the units immediately to the north of the Property. The Property was rezoned to allow for office uses in the 1980s and has remained consistent with the existing condition for more than thirty (30) years. As the years have progressed, the occupancy of the office building has been decreasing.

e. The suitability of the Property in question for permitted uses listed in the proposed zoning classification.

The Property is suitable for the proposed conditional use as a planned development listed within the R4 – Multiple-Family Residence District: Multiple-family dwellings not exceeding six (6) dwelling units per building; however, the Property is undersized in terms of dwelling unit per acre requirement, without the inclusion of the Lawn Avenue ROW Area, and, if the Lawn Avenue ROW Area is not added to the Development site, the Applicant has requested a variation from this requirement. With the inclusion of the Lawn Avenue ROW Area as part of the Development site, this variation is not required. The zoning of the Property prior to the 1980s was for single family residential uses.

f. The compatibility of the surrounding Property with the permitted uses listed in the proposed zoning classification.

The surrounding Property is compatible with the permitted uses and conditional uses listed in the R4 – Multiple-Family Residence District, being residential and multi-family in nature. The surrounding properties all have either A - Single-Family Residence or R4 - Multiple-Family Residence District zoning.

g. The objectives of the current comprehensive plan for the Village and the impact of the proposed amendment on the said objectives.

The objectives of the current Comprehensive Plan for the Village **will** be met by this Map Amendment and it will **not have** a negative impact on the objectives. Please see responses within Section A 'Comprehensive Plan Amendment to the Long-Range Land Use Map Standards' for additional information pertaining to official goals and objectives of the Comprehensive Plan. Development of the Property, as proposed by the Applicant, will result in the elimination of an aging and underutilized office building.

C. Conditional Use Permit Standards

The Plan Commission has considered each of the seven standards set forth in Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-14 (Conditional Uses) of the DCO and finds as follows:

1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The Plan Commission finds that the establishment, maintenance or operation of the Development **will not** be detrimental to or endanger the public health, safety, morals, comfort or general welfare. In fact, the proposed residential Project **will** enhance the community by being more in context with the surrounding residential uses. The proposed

number of dwelling units **will not** generate enough traffic to become a detriment to the public. The new residential use **should** provide a safer environment for pedestrians within proximity to the Property through the installation of sidewalks within the Park Place and Wolf Road rights-of-way. The new residential use should provide a safe environment for residents of the Subject Property through the installation of a sidewalk within the development and within the Wolf Road ROW. Based on the submitted Traffic Impact Study pedestrian and bicycle counts, Village staff recommends that the Applicant install a sidewalk to the south of the Subject Property, along the north side of Park Place. A sidewalk along Park Place would reduce the number of pedestrian and vehicle interactions within the proximity of the Subject Property and the intersection of Wolf Road and Park Place. The recommendation **would** further the application's ability to meet this standard. The Applicant has submitted the following supporting documents relative to this standard: Traffic Impact Study prepared by KLOA dated November 6, 2024, and Cook County Highway Department Transmittal prepared by KLOA dated August 26, 2024.

2. **That the conditional use will not be injurious to the uses and enjoyment in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located.**

The Plan Commission finds that the establishment, maintenance or operation of the Development **will not** be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The proposed residential project is more compatible with the surrounding residential uses than the existing office building. The proposed development **will** generate less traffic than the existing office use(s). The new residential use is proposed to include sidewalks within the Wolf Road rights-of-way that **will** provide an enhanced pedestrian experience.

The Development will include a stormwater management system that exceeds the minimum requirements of Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO. The Applicant is required to provide volume control and accept the natural flow of stormwater from the La Grange Highlands area. The Applicant is not required to provide stormwater detention on the site, as the size of the Property is below the three-acre threshold. However, the Applicant is proposing to acquire fee simple title ownership of the existing stormwater detention basin within the Lawn Avenue ROW Area ("Lawn Avenue Detention Basin") from the Village, by a right-of-way vacation transaction, and then agrees to expand the size and capacity of the Lawn Avenue Detention Basin and also agrees to construct and maintain new stormwater detention basin areas on Outlot 31 and Outlot 33, referred to as the "Outlot 31 Detention Basin" and the "Outlot 33 Detention Basin". The Applicant's calculations show the detention basin's capacity will essentially be doubled as compared to the current conditions. They show an increase in storage in the basin from the existing 0.729 acre-foot to 1.64 acre-foot in the proposed condition. The amount of stormwater that enters the Village from the La Grange Highlands area poses issues for the Property and for many properties that are downstream. Although the proposed Project will not solve the stormwater issues in the area, it **will** provide incremental stormwater drainage benefits and not further burden the stormwater drainage issues.

The Applicant's construction of the new extension of Heritage Court within the Property and its connection to the south terminus of the existing Heritage Court, which serves the Heritage Springs Subdivision, will provide enhanced emergency vehicle access to the

Heritage Springs Subdivision and the proposed Heritage Crossing Subdivision. The existing Heritage Court currently terminates at the shared property line on the north side of the Property. The existing Heritage Court, a private street, is only twenty-four (24) feet wide and does not provide a suitable turnaround area for the Village's Fire Department ladder truck. The proposed extension of Heritage Court and the access for emergency vehicles via the proposed swing gate operated by an Opticom sensor **will** improve emergency services access for both the existing Heritage Springs Subdivision and the proposed Heritage Crossing Subdivision.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding Property for uses permitted in the district.

The other adjacent properties are fully developed and those that are occupied are being used for permitted uses within their respective zoning districts. In the case of the Heritage Springs Subdivision to the north, it was granted a conditional use for a planned development in August 1995. The redevelopment of the Property for townhouses is consistent with the trend of development for the properties along the north, northeast and west sides of the Property that are within the Village. The Property was zoned for residential use prior to the rezoning of the Property to the O – Limited Office Zoning District.

4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The Project proposes construction and continuation of Heritage Court to the north of the Property, connected via an automatic gate only accessed by residents of both the existing Heritage Springs Subdivision and the proposed Heritage Crossing Subdivision as well as emergency services. The Project proposes main access entrance (ingress and egress) from Wolf Road on the east side of the Property. A five (5) foot sidewalk is proposed on the east side of Heritage Court, and along Wolf Road to the south of the access entrance into the Development.

The Development proposes to connect to the Village's existing water main system, which is located adjacent to the Property within the Heritage Springs Subdivision. The sanitary sewer system will be provided by the La Grange Highlands Sanitary District, which has service jurisdiction over the Property. The Applicant has provided written confirmation that the La Grange Highlands Sanitary District can provide sanitary service to the Project. The Village contracted with a consultant (HR Green Engineering) that found the Village's water system has adequate capacity to provide potable water service and fire suppression service to the Development.

As indicated above, the Applicant agrees to comply with the Village's requirements for stormwater management. The Development shall comply with the requirements of the regional stormwater management authority, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The Applicant also proposes to exceed the stormwater management requirements within the Property by expanding the size and capacity of the Lawn Avenue Detention Basin and by constructing and maintaining the Outlot 31 Detention Basin and the Outlot 33 Detention Basin.

- 5. That adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.**

The Applicant proposes the construction and continuation of privately owned Heritage Court throughout the Development in order to connect the new roadway to the existing portion of Heritage Court to north of the Property that serves the Heritage Springs Subdivision. The connection of the new portion of Heritage Court to the existing portion of Heritage Court will be managed by an automatic gate only accessed by residents of both the Heritage Crossing Subdivision and the Heritage Springs Subdivision, as well as Village public safety and emergency service vehicles. The Project proposes a main access entrance from Wolf Road along its east boundary line. A five-foot sidewalk is proposed on the east side of Heritage Court, and along Wolf Road to the south of the access entrance into the Development. The Applicant has provided a traffic study for the Project and **has** demonstrated that there is sufficient ingress and egress to the Development and there will not be an undue burden on the surrounding roadway system.

- 6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village.**

The construction and operation of the Development **will not** be contrary to the objectives of the current Land Use Plan, as amended by the Village in **2021** and as further amended as part of the Requested Zoning Relief of the Applicant. The proposed redevelopment of the Property by the Applicant is contrary to the objectives of the current Comprehensive Plan, but will not be contrary to the proposed amended Comprehensive Plan, per the amendment to allow for the multi-family residential development of the Property as requested in the Application. The Village's Future Land Use Map designates this Property as Office, but an amendment to that Map is part of the Applicant's Requested Zoning Relief. Please see responses within Section A 'Comprehensive Plan Amendment to the Long-Range Land Use Map Standards' for additional information pertaining to official goals and objectives of the Comprehensive Plan.

- 7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board.**

The construction of the Development **will** conform to the applicable regulations of the R4 - Multiple-Family Residence District, except for the Requested Zoning Relief to certain regulations as requested herein and may be modified pursuant to the recommendations of the Plan Commission and approved by the Village Board. The Requested Zoning Relief is enumerated in Sections D, E and F below.

- D. Guidelines for Planned Developments:** The following guidelines (Section 10-8-3 of the DCO) are used by the Plan Commission and the Village Board to evaluate the suitability of proposed planned developments. These guidelines represent sound planning principles which the Village thinks should be incorporated into planned developments. However, it is not intended that each and every one of these guidelines be rigidly conformed to, provided that just cause for any departure from these guidelines is demonstrated.

A. The planned development should be compatible with the character of the underlying zoning district in which it is located.

The surrounding properties to the west and south of the Property are zoned under the A - Single-Family Residential District classification and improved with single family houses. The properties to the east are unincorporated Cook County single family houses. The properties to the north and northeast are zoned R4 – Multiple-Family Residence District classification and improved with townhouses and condominiums respectively. The Plan Commission **finds** that the proposed planned development will be compatible with the character of the underlying zoning district, the proposed R4 – Multiple-Family Residence District classification, if the Map Amendment (rezoning) is approved by the Village Board.

B. The planned development should be consistent with the official planning policies and the Official Land Use Plan of the Village.

The Applicant is requesting a Map Amendment and Amendment to the Official Future Land Use Map. The Plan Commission **finds** that the proposed planned development will be consistent with the official planning policies and the Official Land Use Plan of the Village if the Amendment to the Official Future Land Use Map and the Map Amendment (rezoning) is approved by the Village Board.

C. The planned development should preserve the value of the surrounding residential area.

The proposed Development would remove the existing office building use and replace it with townhouses similar to the neighboring property to the north. The Applicant submitted fiscal impact projections showing that the Development will positively impact all taxing districts and generate impact fees. While the Applicant has requested a waiver from the market study submittal, the Applicant has submitted data on other townhouse developments in Western Springs to demonstrate the market demand for the housing type and base cost. The Plan Commission **finds** that the proposed planned development will preserve the value of the surrounding residential area.

D. Any unusual physical, topographical or historical features of the site of the planned development which are of importance to the people of the area or the community should be preserved.

The Property is a land locked parcel that has remained in the existing condition for several decades. The shape of the parcel is also atypical. There is no historical significance to the existing office building, and its retention and continued use as an office building, which has been mostly vacant for years, is not of importance to the people of the area or the community. As indicated in the Application, the Property receives a significant amount of stormwater from the neighboring unincorporated Cook County properties. The redevelopment of the Property with enhancements to the stormwater drainage

detention area **is** important to the residents and property owners in the area and the community.

E. The minimum area of a planned development should be five (5) acres.

The Applicant is seeking a waiver from the five (5) acre minimum area guideline. The Property, with the inclusion of the Lawn Avenue ROW area, meets the minimum lot area requirement of the R4 – Multiple-Family Residence District regulations. The most recent planned developments (Field Park 17 Ogden Avenue Townhomes and Foxford Station) have been granted waivers from this guideline.

F. Yards along the periphery of a planned development should be compatible with the yards of the adjacent properties.

The Plan Commission **finds** that the yards along the periphery of the proposed planned development area are compatible with the yards of the adjacent properties. The Applicant has provided a landscaping plan that shows perimeter landscaping and a fencing around the Property to screen the Development from the surrounding properties.

E. Exceptions from Applicable District Regulations:

The Plan Commission considered each of the five (5) below standards set forth in Chapter 8 (Planned Developments); Subsection 10-8-4(B)(1) (Site Design Regulations) of the DCO and **finds** that the exceptions from the applicable R4 – Multiple-Family Residence District Regulations are needed to help achieve the intended benefits of a planned development. The exceptions from the applicable R4 – Multiple-Family Residence District Regulations may be authorized because:

- a. **Such exceptions are solely for the purpose of promoting an improved development that will be beneficial to the residents or occupants of the planned development as well as those of surrounding properties.** The Development **meets** this exception condition.
- b. **In residential planned developments, the maximum number of dwelling units allowed shall not exceed by more than forty percent (40%) of the number of dwelling units permitted in the underlying zoning district.** The Development **meets** this exception condition.
- c. **The area of open space provided in a planned development shall be at least twenty-five percent (25%) more than that required in the underlying zoning district.** This exception condition does not apply to R4 - Multiple-Family Residence District Regulations.
- d. **Along the periphery of such planned developments, yards shall be provided as required by the regulations of the underlying zoning district.** A text amendment to the DCO has been requested so that the Development can meet this exception condition.

- e. Building height shall comply with the Zoning District regulations approved by the Village for the planned development, except that a variation of not more than nine percent (9%) above the maximum height of buildings and structures may be allowed as part of the approval of a planned development.

F. Requested Variations from Applicable District Regulations: Standards

The Plan Commission considered each of the five (5) standards set forth in Chapter 3 (Administrative Bodies and Procedures); Subsection 10-3-12(F)(2) (Text Amendments) of the DCO and finds as follows that the Application **meets** the following standards:

- a. **The degree to which the proposed amendment has general applicability within the Village at large and is not intended to benefit specific Property.**
- b. **The consistency of the proposed amendment with the objectives of this Ordinance and the intent of the applicable zoning district regulations.**
- c. **The degree, if any, to which the proposed amendment would create nonconformity.**
- d. **The consistency of the proposed amendment with the Comprehensive Plan.**
- e. **The degree, if any, to which the proposed amendment contradicts Village policy as established in previous rulings on petitions involving similar circumstances.**

The intent of a planned development (Section 10-8-2 of the DCO) is to afford greater choice in the types of development available to the public by allowing a development that would not be possible under the strict application of the other requirements of the DCO. Planned developments generally provide relief from more than one requirement in order to provide an improved design or additional public benefits. The Applicant has indicated in the Application that the additional stormwater detention, landscaping, and architecture are proposed to offset the proposed variation requests and additional design benefits and architectural plans.

The Applicant is requesting relief from the required front yard, minimum interior side yard, and rear yard due to the size and design of individual lots of the development. As the homes are proposed to encroach, the Development's proposed accessory structures also require zoning relief: a/c units, balconies, patios, bay windows. The Applicant has indicated no additional accessory structures will be permitted to encroach within the required yards.

III. OTHER REQUESTED RELIEF:

- A. The Plan Commission considered each of the eleven (11) standards set forth in Chapter 11 (Stormwater Management Requirements For All Developments); Subsection 10-11-14 (Variances) of the DCO and finds that the Application **meets** the following standards in order to approve a variation to Subsection 10-11-11 (C)(2) (Stormwater Management Requirements For All Developments; Detention; Streets):
 - a. **Danger that materials may be swept into other lands to the injury of others;**
 - b. **Danger to life and property due to flooding or erosion damage;**
 - c. **Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;**

- d. **Importance of the services provided by the proposed facility to the community;**
- e. **Necessity to the facility of a waterfront location, where applicable;**
- f. **Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;**
- g. **Compatibility of the proposed use with existing and anticipated development;**
- h. **Relationship of the proposed use of the Comprehensive Plan and Floodplain Management Program of that area;**
- i. **Safety of access to the property in times of flood for ordinary and emergency vehicles;**
- j. **Expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and**
- k. **Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.**

While it is acknowledged that Subsection 10-11-11 (C)(2) (Stormwater Management Requirements For All Developments; Detention; Streets) of the DCO states that “[s]treets are not to be used for the storage of excess stormwater, ponding depths shall not encroach more than three feet (3’) on the adjacent traffic lane and shall not remain flooded for more than eight (8) hours for any event less than or equal to the 100-year event.” Even so, the Applicant’s proposed Development, which is now based on the Site Plan revised as of November 5, 2024, provides for an expansion of the size and capacity of the existing Lawn Avenue Detention Basin as well as the construction and maintenance of the Outlot 31 Detention Basin and the Outlot 33 Detention Basin. Moreover, the Applicant plans to construct a portion of the north end of Heritage Court (a private street) between the north lot line of the Property to a point approximately forty feet (40.00’) south of the north lot line of the Property, which is not intended to be used for primary ingress and egress vehicle access to the Property, to temporarily hold stormwater in certain infrequent rain events to facilitate the movement of excess stormwater from the Property to the on-site stormwater detention basins and to draw stormwater off of the remainder of Heritage Court and away from the private driveways of northerly dwelling units so that there is no ponding of stormwater in front of the dwelling units.

- B. The Applicant’s current Site Plan proposes the vacation of the Lawn Avenue ROW Area, with fee simple title being conveyed to the Applicant so that it will hold title to the Lawn Avenue Detention Basin. The proposed vacation of the Lawn Avenue ROW Area is subject to the approval of five (5) of the six (6) Village Trustees per the Illinois Vacation Statute (65 ILCS 5/11-91), and this area is an integral part of the Development because it allows for the Applicant to expand the size and capacity of the Lawn Avenue Detention Basin and to construct the Outlot 31 Detention Basin and the Outlot 33 Detention Basin. Per the Village’s Right-Of-Way Disposal Policy (“ROW Policy”), the Village Board may grant deviations, exceptions or variations from this Policy under the appropriate circumstances, provided such deviation, exemption or variation is approved by a three-fourths vote of the corporate authorities and, in the case of a proposed residential planned development, the Village Board “reserves the right to set a price for the sale of such right-of-way based on: (1) the fair market value of the property; or (2) on the benefits (as documented in the public record by the Village Board) which will accrue to the Village as a result of the vacation and the incorporation of the vacated right-of-way into the Development” (Sections A and B of the ROW Policy). In lieu of paying the fair market value assigned to the Lawn Avenue ROW Area as set forth in the ROW Policy (which equals \$408,375.00), the Applicant has requested that the Village Board approve the vacation of the Lawn Ave ROW Area in exchange for the Applicant completing equivalent “like-kind, like value” improvements consisting of the enhanced stormwater drainage improvements to the Lawn Avenue Detention Basin and the construction of the Outlot 31 Detention Basin and the Outlot 33 Detention Basin at an estimated construction cost of

\$505,729.00 based on the Lawn Avenue Detention Pond Budget, attached as **Exhibit “H”**. Because this Application involves a proposed residential planned development, the Plan Commission finds that it is appropriate for the Village Board to grant the following deviations, exceptions or variations from the ROW Policy: (1) to offer the Lawn Avenue ROW Area for sale only to the Applicant for purposes of its incorporation into the Development to provide for enhanced stormwater drainage facilities, and to not offer the Lawn Avenue ROW Area to all adjacent property owners for purposes of submitting competing purchase proposals; and (2) to vacate and convey title to the Lawn Avenue ROW Area to the Applicant, at no cost, in exchange for the construction of enhanced stormwater drainage improvements to the Lawn Avenue Detention Basin and the construction of the Outlot 31 Detention Basin and the Outlot 33 Detention Basin provided that the final actual, documented construction costs are approximately \$505,729.00, as confirmed by the Village Engineer. As part of the Village’s construction inspection and post-construction approval process of the enhanced and newly constructed stormwater drainage facilities, including the Lawn Avenue Detention Basin, the Outlot 31 Detention Basin and the Outlot 33 Detention Basin, within five (5) business days of any written request for Development-related documents from the Village, the Applicant shall provide the Village with true and accurate copies of expenditure summaries, as prepared and certified by the Applicant, with appropriate supporting documentation (i.e., construction escrow statements, paid invoices, proof of payment to contractors, subcontractors, suppliers, executed lien waivers, contractor’s sworn statement and affidavit, lender financing statements, lender progress payments and evidence of wire transfers, etc.), as deemed reasonably necessary by the Village (i.e., Village Manager, Village Engineer or Village Attorney) to verify the actual incurred costs of the enhancements to and construction of those stormwater drainage facilities. If the actual cost of the construction of the stormwater drainage improvements is less than the fair market value assigned to the Lawn Avenue ROW Area as set forth in the ROW Policy (\$408,375.00), the Applicant shall pay to the Village the dollar amount that represents the difference between the actual cost of the construction of the stormwater drainage improvements and the fair market value assigned to the Lawn Avenue ROW Area (\$408,375.00) upon written demand of the Village. If, after acquiring title to the Lawn Avenue ROW Area, the Applicant, or its successors-in-interests, successor owners, assignees or transferees, do not construct the Development or do not complete the enhanced stormwater drainage improvements to the Lawn Avenue Detention Basin and the construction of the Outlot 31 Detention Basin and the Outlot 33 Detention Basin, as shown on the Village-approved Development Plans, the Applicant or its successors-in-interest, successor owners, assignees or transferees shall be obligated to pay the Village an amount equal to \$408,375.00 plus all of the incurred reimbursable costs and fees that are payable to the Village under the ROW Policy (e.g., engineering, legal, survey fees and 10% administrative fees, etc.) upon written demand of the Village. In the event the Village does not approve of the vacation of the Lawn Avenue ROW Area, the Applicant will have to petition for an amendment to the planned development ordinance and present a revised Site Plan for review and consideration by the Plan Commission at a public hearing, and then review and consideration by the Village Board.

IV. RECOMMENDATIONS

Subject to Section V (Conditions) set forth below, the Plan Commission recommends **APPROVAL** of the Application and the Requested Zoning Relief as follows:

V. CONDITIONS

The recommendation of **APPROVAL** of the Applicant's request for the issuance of a conditional use permit for a planned development for the Project ("Conditional Use Permit for Planned Development") is conditioned upon and subject to the following conditions:

1. General

- a. The Applicant shall comply with all of the applicable federal, state, county, local and special district laws, ordinances and regulations, including the provisions of the Village's Municipal Code, relative to the construction and maintenance of the Development, except as otherwise modified by Village approvals.
- b. The uses generally approved for this Conditional Use Permit for Planned Development for the Development are limited to residential uses and uses ancillary to the foregoing uses. Such ancillary uses shall comply with the requirements for accessory uses established under the DCO. The approval of the Conditional Use Permit for Planned Development for the Development does not authorize the Applicant or any other tenant or occupant to use the Property without applying for and obtaining any required temporary use permit, conditional use permit, or any other Village or other governmental approval. Such specific use approval shall be obtained by the Applicant, tenant or occupant of the Property before commencing such use.
- c. In regard to the construction, operation and maintenance of the Development, these conditions shall be the only conditional use and planned development conditions applicable to that use of the Property, unless amended by mutual agreement of the Applicant and the Village, or unless amended by ordinance approved by the Village Board after the required public hearing.
- d. The Applicant shall pay the required impact fees (i.e., school site / school improvement impact fee; and park and recreation site impact fee) to the Village in lieu of land dedication, as calculated by the Village, in accordance with the formula set forth in Section 10-10-14 of the DCO, at the time it applies for a site development permit or a building permit (whichever occurs first).
- e. In the event that the Applicant does not obtain a site development permit or a building permit and commence and actively perform construction of the Development within twelve (12) months of the approval of the Conditional Use Permit for Planned Development for this Project, the Conditional Use Permit for Planned Development for this Project shall expire in accordance with Section 10-3-14(L) of the DCO, unless the 12-month period is extended by approval of an ordinance by the President and Board of Trustees of the Village. Any extension of the above 12-month period to avoid an expiration of the Conditional Use Permit for Planned Development for this Project shall be approved by an ordinance passed by the President and Board of Trustees of the Village, in their discretion. Approval of such an extension does not require a public hearing, but such ordinance must be approved by the President and Board of Trustees of the Village at a public meeting in accordance with the Open Meetings Act. The Applicant shall use all commercially reasonable efforts to secure all necessary governmental permits needed to complete the Development and to actively and diligently pursue completion of the Development. The Applicant shall use all commercially reasonable efforts to hire an adequate number of experienced contractors, subcontractors and other skilled labor, and provide for adequate

equipment and building materials to ensure that construction of the Development is actively and diligently pursued.

- f. The Applicant shall revise the Declaration of Covenants, Conditions and Restrictions for the Homeowners Association (the "Declaration") in accordance with comments provided by the Village Attorney and shall file the Declaration with the Cook County Clerk's Office, Recording Division ("CCCORD") prior to the sale of any portion of the Property to any other person. The Declaration shall require that, at the closing of each dwelling unit, the Applicant shall allocate \$600.00 (or an amount equal to three (3) months' Community Assessment) and pay said amount into a "Capital Reserve" fund, as defined and required by the Declaration, for the maintenance reserve account for the benefit of and use of the Homeowners Association for maintenance purposes consistent with the Declaration. In addition, the Declaration shall provide for adequate building reserve funds to pay for operating expenses (insurance, building maintenance and cleaning vendors, utilities, security) and short-term and long-term maintenance, repair and replacement expenses for the exterior and interior of the building and its common areas, and also contain all necessary cross access easements for driveway use and garage access for the benefit of each of the dwelling units as well as common area easements for use, repair, replacement and maintenance of common areas and common elements (driveway, fencing, landscaping, roof and exterior building materials) of the building.
- g. The Village and the Applicant shall execute the Final Plat of Heritage Crossing and the Declaration, which shall be filed against title to the above-described property with the CCCORD. The Plat shall be filed by the Village, at the Developer's cost, along with a certified copy of the Ordinance approving the Development. The Declaration shall be filed by the Developer, at its cost, with the CCCORD after the townhome units are constructed but prior to the sale and conveyance of legal title to any townhome. The Declaration shall contain provisions that are enforceable against the Applicant, and any successor owners, property managers, associations, lessees, licensees, transferees, receivers or successors in interest, which, in part, provides for the future installation, maintenance, repair and replacement of all stormwater management and other drainage structures, public utilities, water and sewer mains and related structures, including without limitation fire hydrants, driveway and parking lot improvements, parking lot and landscape lighting, and landscaping and retaining wall improvements. The Plat and the Declaration shall be in a form and content approved by the Village Engineer and the Village Attorney. The Plat and the Declaration shall impose on the Applicant, and any successor owners, lessees, licensees, transferees, receivers or successors in interest, at their cost, the obligation and responsibility of performing all future maintenance, repair and replacement work in regard to the above-described development improvements as reasonably deemed necessary by the Director of Code Enforcement and the Village Engineer in order to comply with the Village Code, as amended, and shall grant to the Village a non-exclusive easement for entry upon and access to all parts of the Property, for purposes of providing the Village with the right but not the obligation to perform such maintenance, repair and replacement work, in its sole, reasonable discretion, along with the right to recover the cost of such work directly from the owners, successor owners or successors in interest or to lien the property and take all other action provided for in 65 ILCS 5/11-31-2, as amended, or similar applicable law, including any law contained in the Illinois Municipal Code, as amended. The Applicant, and any successor owners, property managers, associations,

lessees, licensees, transferees, receivers or successors in interest, at their cost, shall repair pavement, concrete, landscaped areas or other areas damaged by the Village if the Village performs such future installation, maintenance, repair and replacement work.

- h. Prior to the issuance of a building or development permit, the Applicant shall submit a construction schedule, routing, construction staging, restoration plan and phasing plan with map and plan exhibits, which are in conformance with the final set of Village approved engineering and construction plans for the Development. These plans shall identify construction access routes, temporary detours, regular street cleaning intervals and refuse removal, and other appropriate safety, restricted access and “good neighbor” practices. Standard Village construction hours shall apply, except as otherwise permitted by the Village Manager.
- i. Prior to the issuance of a building or development permit, the Applicant shall enter into a Maintenance and Development Agreement with the Village, as prepared by the Village Attorney and approved by the Village Board, which includes conditions for the construction and long-term maintenance of the Development, consisting generally of the following items:
 - i. The posting of an irrevocable letter of credit or other form of security with the Village to secure the completion of the required SSA Maintained Improvements and the landscape improvements for the Development (the “Developer Security”). The Developer Security shall be in a form acceptable to the Village Attorney and of a dollar amount to be determined by the Village Engineer and shall be managed by the Village in accordance with Subsection 10-10-19(2) (Land Dedications and Completion, Maintenance and Acceptance of Improvements; Posting of a Bond, Cash, or Other Securities) of the Municipal Code;
 - ii. The posting of a two-year maintenance bond (performance and payment bond) for the SSA Maintained Improvements and the landscape improvements;
 - iii. The submittal of construction access plans for the Development requiring the Applicant and all of its employees, consultants and development and construction crews to use Wolf Road as the sole point of ingress and egress to the Development. It is the Applicant’s responsibility to ensure that access to the site is maintained during all Development construction activities;
 - iv. The Applicant shall either enter into a private tow company contract to enforce the community parking spaces with the Development or enter into a private parking / private street enforcement agreement with the Village that will allow for the posting of appropriate parking regulation signs and vehicle speed signs to enable Village police officers to issue parking tickets and traffic citations to enforce the parking and traffic regulations of Heritage Court within the Heritage Crossing Subdivision;
 - v. At the request of the Applicant and the Homeowners Association for Heritage Springs Subdivision, the Village will consider approving an amendment to the planned development ordinance granted for the Heritage Springs Subdivision to

allow for additional on-street parking spaces and the operation of the swing gate and such other requested amendments that are necessitated by the Development, and the Village will also consider entering into a private parking / private street enforcement agreement that will allow for the posting of appropriate parking regulation signs and vehicle speed signs to enable Village police officers to issue parking tickets and traffic citations to enforce the parking and traffic regulations of Heritage Court within the Heritage Springs Subdivision;

- vi. Prior to the issuance of a building or development permit, the submittal to the Village of a fully executed agreement with Cook County for perpetual maintenance of the Project-related roadway structures and all infrastructure improvements within the portion of the Wolf Road right-of-way, as required by Cook County;
- vii. Per Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO, prior to obtaining any type of building or site development permit for the Project, the Applicant shall execute and enter into a stormwater management facilities maintenance agreement ("stormwater maintenance agreement") with the Village, as prepared by the Village Attorney and approved by the Village Board, relative to the stormwater drainage facilities located on the Property, which facilities shall be the responsibility of the Applicant and its successor owners (i.e., the Homeowners Association). Within the stormwater maintenance agreement, the Applicant shall guarantee that the Applicant and all of the successor owners of the Property will maintain the stormwater management facilities and the stormwater drainage system and provide to the Village periodic written reports on the stormwater management facilities' monitoring and maintenance. The stormwater maintenance agreement shall also specifically authorize representatives of the Village to enter onto the Property for the purpose of inspections of the stormwater drainage system. Such agreement shall be recorded with the CCCORD. The stormwater maintenance agreement shall include a schedule for regular maintenance of each aspect of the Property's stormwater drainage system and shall provide for access to the system for inspection by authorized personnel of the Village. The stormwater maintenance agreement shall also stipulate that, if the appropriate authorized personnel of the Village notify the property owner in writing of maintenance problems which require correction, the property owner shall make such corrections within thirty (30) calendar days of such notification. If the corrections are not made within this time period, the Village may have the necessary work completed and assess the cost to the property owner.
- viii. Revise the Declaration to exclude/prohibit charcoal grills on the proposed balconies.
- j. Prior to the sale of any portion of the Property by the Developer or the issuance of any occupancy permits for the Development, the Developer shall participate in good faith in the formation process, and not object to the formation, of a dormant "Special Service Area" ("SSA") to be established by the Village, at the Developer's cost, pursuant to 35 ILCS 200/27-5, *et seq.* The SSA shall govern the Property for the purpose of ensuring, as and when appropriate, the maintenance, repair and replacement of the "SSA Maintained Improvements". The SSA Maintained Improvements shall include those public and privately-owned and developed improvements within the Development or

within utility easements outside of the Property that are necessary to support and serve some or all of the Development including, but not limited to, new or the replacement, maintenance, extension or upsizing of existing public or private stormwater detention and drainage facilities, including the Lawn Avenue Detention Basin, the Outlot 31 Detention Basin and the Outlot 33 Detention Basin (each detention basin shall be privately-owned and maintained by the Homeowners Association), privately-owned Heritage Court, the Heritage Court Gate Access Improvements and its Opticom sensor system, other roads or pathways, drive aisles, curbs, light poles and light fixtures for roads, sidewalk and pedestrian pathways, and access drives, sanitary sewer mains and service lines and other sanitary sewer system facilities and equipment (i.e., lift stations), water mains and service lines and other water system facilities and equipment (i.e., pump and/or booster stations, vaults, generators, water storage tank or tower), and electric, telecommunications, cable and gas service lines and facilities.

- k. The individual dwelling units and platted lots within the Development shall not be permitted to request variations from the Village's Municipal Code that are unique and specific to the individual dwelling unit and lot owner. Amendments to the planned development ordinance that are not unique and specific to an individual dwelling unit and a specific lot owner may be applied for and presented to the Village in accordance with the applicable provisions of the Municipal Code.
- l. The Site Plan (revision date November 5, 2024) shall be updated to include all labels depicting all building setbacks.
- m. The residential buildings must comply with the architecture approved by the Village's Planned Development Ordinance.
- n. The exterior of the newly constructed buildings and other above grade structures of the Project shall be constructed primarily of high quality brick, brick veneer that is a minimum of three-fourths inches and individually adhered, stone, masonry, architectural-faced concrete block, stamped concrete panels, cement fiber board (i.e., Hardies or LP cement board products), architectural metals, and synthetic architectural products to provide a high quality aesthetic appearance. Sidewalks and pedestrian pathways shall be constructed of concrete. Vinyl siding shall not be permitted. Exterior Insulation and Finish Systems (EIFS) materials (i.e., Dry-vit materials) shall not be permitted. The Applicant agrees to take all commercially reasonable steps to ensure that the building design, building materials and exterior color schemes of the proposed building and its related landscaping are designed to blend in and complement the adjacent residential uses.
- o. The Applicant shall prepare and submit to the Village final versions of the Plat of Heritage Crossing Subdivision, the Plat of Abrogation for Storm Sewer Easement and Public Utility Easement, and the Plat of Vacation of Public Right-of-Way that have been revised to address the review comments of the Village Engineer and the Village Attorney. The Plat of Heritage Crossing Subdivision shall be revised to specifically identify all terms and conditions associated with the road and driveway usage and maintenance, including cleanliness standards, snow removal and other required reasonable terms. These Plats, and any other plats that may be required for this Development, are subject to approval by the Village Board (or the Trustees), and, if

approved, then said Plats will be filed with the CCCORD, by the Village Attorney, at the Applicant's cost prior to the sale of any dwelling unit.

- p. In accordance with Subsection 9-1A-1 (Plan Review Deposits and Fees) and Subsection 9-1B-5: (Additional Deposit Required) of the Municipal Code, within five (5) business days of Village Board approval of the Requested Zoning Relief, the Applicant shall provide to the Village a developer-reimbursable costs / plan review escrow deposit of \$58,000.00 to defray the Village's cost of plan reviews and payment of other developer-reimbursable costs incurred by the Village relative to the processing of the Application and the plan reviews by the Village staff and Village consultants of the development plans submitted for development permit approval. The developer-reimbursable costs / plan review escrow deposit shall always maintain a positive cash balance of not less than \$10,000.00 and the Applicant shall provide the Village with additional funds to replenish the escrow within five (5) business days upon written demand from the Village.
- q. Submit to the Village, as part of the Village plan review and approval process, updated plats that correct all inconsistencies between prior submitted plats (e.g., site plans showing seven (7) guest parking spaces between Units 23 and 24, whereas the engineering plans show six (6) spaces).
- r. Once the Property is rezoned from its current designation of O – Limited Office Zoning District to the R4 - Multiple-Family Residence District, with a conditional use permit for planned development overlay approval, to allow for the construction and operation of the Development, it will expand the types of other possible adaptive uses that could be developed on the Property under the R4 - Multiple-Family Residence District classification, if the Development is not constructed, subject to Village approval of another conditional use permit for a planned development after the conducting of the required public hearing.
- s. The conditional use permit for planned development ordinance and its conditions shall be covenants of record that run with the land and shall be placed in a recordable format, acceptable to the Village Attorney, and then recorded by the Village against title to the Property with the Cook County Clerk's Office – Recording Division, at the Applicant's cost.
- t. The approval of the Requested Zoning Relief is subject to the Developer purchasing the Property from the Property Owner.
- u. Execution by the Applicant of the ACKNOWLEDGMENT Page that is part of the conditional use permit for planned development ordinance.

2. Engineering

- a. The Applicant, at its cost, shall install a new eight inch (8.00") ductile iron watermain and new fire hydrants to service the Development. The Developer shall obtain an IEPA permit for the new watermain. The Village, at the Applicant's cost, shall have a water system engineering inspection performed and an assessment report prepared by a licensed professional water system engineer to verify the condition and capacity of the existing adjacent water main located in the Heritage Springs Subdivision and to provide

a recommendation for the sizing of the water main that will service the Development. The Applicant, at its cost, shall be responsible for any repairs and/or replacement related to its connection to and extension of the existing water main that are determined by the water system engineer to be necessary to provide adequate water main and service line connections to the Development.

- b. The Applicant shall be responsible to pay for any damage to any public improvements caused by any activities related to the Development. The Village will be the sole arbiter of determining if the damage was caused by the Applicant's actions. Within seven (7) calendar days of inspecting any damage, the Village will notify the Applicant in writing and define the scope of the damage and expected repairs. The Village and the Applicant will discuss whether the damage is to be repaired by the Applicant or if the estimated costs of repairs are paid to the Village.
- c. Per Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO, prior to obtaining a certificate of occupancy for any dwelling unit within the Project, the Applicant shall file and maintain with the Village a current performance and payment bond in the amount of \$100,000.00 for maintenance of the stormwater drainage system. The Village shall be a beneficiary and obligee of the bond. The bond shall be replaced by the Applicant or its successor owners with a new bond prior to its expiration.
- d. The existing drainage pattern for the Property will not be altered by the construction of the Development, the stormwater drainage system, the landscaping or any of the related improvements.
- e. The Applicant, at its cost, shall use commercially reasonable efforts to cause any overhead electric service wires and other utility wires for the Development to be buried to enhance the aesthetics of the neighborhood.
- f. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated geometric plan that shows not only the location of a safety rail on top of the retaining walls, as shown on the current geometric plan, but also contains a detailed and structural design and calculations for the safety rail, which are needed to ensure the rail is adequate and meets applicable codes.
- g. The Applicant's engineer shall submit to the Village, as part of the Village plan review and approval process, accurate calculations showing that the stormwater management system is able to manage bypass stormwater appropriately as determined by the Village Engineer.
- h. The Applicant shall submit to the Village, as part of the Village plan review and approval process, accurate calculations that show that the rate of flow of the stormwater drainage bypass system is equal to or less than the current rate of all bypass flows (low flow and overland). This submittal must demonstrate that the bypass stormwater does not reach the Lawn Avenue Detention Basin faster than it currently does under the existing conditions.
- i. The Village will not accept the twin 54" aluminum pipes that are proposed by the Applicant to be installed in the rear yard of Units 1 through 7. The Applicant shall submit

to the Village, as part of the Village plan review and approval process, an updated design plan that utilizes reinforced concrete pipes or precast reinforced concrete box culverts to convey the stormwater. The Applicant shall submit to the Village design calculations that demonstrate the proposed pipes meet all relevant design criteria for capacity and velocity of stormwater.

- j. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a detailed operations and maintenance (“O&M”) plan for the enclosed stormwater drainage bypass system. The O&M plan is required to be incorporated into the final plat of subdivision, the Declaration, and the Maintenance and Development Agreement.
- k. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated design plan that shows:
 - i. The end section of the stormwater drainage bypass pipes are designed in a way that prevents access inside the pipes by unauthorized persons. The end section shall be designed to prevent this from happening, while at the same time not becoming a maintenance problem with debris collection.
 - ii. All components of the stormwater bypass system (open channel and piping) are secured and not accessible to the public.
 - iii. The Applicant shall install infrastructure to ensure that the stormwater bypass system is not a danger to the public.
- l. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a wetland plantings plan for the stormwater basins to be used with the volume control retention system needed to be designed by a licensed / certified ecologist and reviewed by the Village prior to the issuance of any site development permit. This plan must also include a maintenance plan.
- m. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of structural design plans sealed by an Illinois licensed structural engineer for the retaining walls.
- n. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an O&M plan for the stormwater detention basins. The Applicant shall create an O&M plan for the stormwater detention basins and create a mechanism to fund all required maintenance activities for the establishment period of three (3) to five (5) years. A licensed / certified ecologist with experience in wetland basins shall produce this type of O&M plan for Village review and approval prior to the issuance of any site development permit.
- o. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an exhibit showing that the street light photometrics conform with the Village Code for Village review prior to the issuance of any site development permit.
- p. The plans have been updated to show new retaining walls along the west edge of the Lawn Avenue Detention Basin which will require the removal of the existing walls.

However, the structural design of this new retaining wall and the other proposed retaining walls are not complete and are not provided. The Applicant shall submit to the Village, as part of the Village plan review and approval process, complete retaining wall details, elevations, and signoff approval by an Illinois licensed structural engineer.

- q. Since the structural design is not complete, it is not known if tiebacks or over excavation needed to construct the walls will be contained within the Property. Work needed to construct the new retaining walls cannot take place on private property unless temporary or permanent easements are acquired. Construction limits behind the retaining walls shall be identified and contained within the Property or copies of executed easements are to be provided prior to the issuance of any site development permit.
- r. Neighboring properties cannot be flooded as a result of any interim construction conditions or activities by the Applicant that could occur if the old retaining wall is torn down and the new retaining wall is not yet complete. The development plans shall contain provisions that temporarily protect the west property line to a pre-project elevation. The development plans shall identify a stormwater management plan that the Applicant shall comply with to address stormwater management issues during the site development phase and construction phase of the Development.
- s. The retaining wall design of the detention area between Units 20 and 21 shall be constructed and maintained to accommodate for overland flows that may occur if the twin 54" sewers are overwhelmed or not functioning properly
- t. Replace the existing flat grate that is part of the existing Heritage Springs stormwater system, which is prone to clogging, with a vaulted frame and grate. A vaulted grate will be much less prone to clogging and will improve performance and reliability of both developments' stormwater management systems.
- u. The plans show inlets proposed to be located on the Heritage Springs property. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated plan that relocates the inlets to the south so they are located on the Heritage Crossing's property and adjusts the location of the inlets directly under the proposed swing gate to be fully located on Heritage Crossing property. The plans also need to be updated so that the Heritage Court roadway vertical curve is adjusted so the low point is moved south, which will result in the inlets being placed on the Heritage Crossing property and relocate the depressional area from Heritage Springs to Heritage Crossing.
- v. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of street lighting plans for the Development, which include all lighting conduits, cables, controllers, and service location. Also, these plans shall include light pole foundation and controller foundation details, and the street lighting plans shall be signed and sealed by an Illinois licensed structural engineer.
- w. The Applicant's narrative report shall be updated and resubmitted to the Village with a section discussing the development of the HEC-HMS modeling and results.

- x. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a report that discusses how the hydraulic modeling impacted the subdivision grading plan.
- y. The Applicant's narrative report shall be updated and resubmitted to the Village with a section discussing the worst-case flooding scenario. This updated report shall include exhibits sent to Engineering on October 31, 2024, which illustrate stormwater storage in this worst-case scenario. The updated report shall clearly state there is a net increase in stormwater storage despite the removal of the existing parking lot area and the back-filling of that parking lot area with soil as part of the site development work and lot grading work.
- z. The proposed design of the dual culverts suggests a full-flowing velocity of 14 ft/s, well above the acceptable maximum velocity. The Applicant's next plan submittal shall contain documentation that confirms 11 ft/s is the maximum flow velocity through these culvert stormwater pipes.
- aa. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of calculations for the riprap sizing at the outfall of the dual culverts. The current riprap gradation, shape and area do not appear to match the design provided by the Illinois Urban Manual. Furthermore, the detail provided (IL-610 on Sheet 6) is missing dimensions and shall be updated by the Applicant.
- bb. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated grading plan for the Property line north of Unit 14 that demonstrates that the final re-grading of the area will prevent overland flow from continuing onto the Heritage Springs property.
- cc. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated Stormwater Management Report and HEC-HMS Model that includes:
 - i. An updated Stormwater Management Report's narrative revised to include a discussion of modeling results, reference and a discussion of the supporting modeling documentation, and also shall include a set of inundation maps.
 - ii. Clarification on how the discharge flows are defined between stormwater detention basins. The HEC-HMS files provided indicate that the discharge curves for all stormwater detention basins are turned off in both existing and proposed scenarios. Additionally, many of the nodes do not have discharge functions defined.
 - iii. Clarification on the distinction between the nodes "Storage East of Wolf Road" and "Box Inlet East Side Wolf Rd". Pages 71 and 72 of the report show stage-storage tables for these nodes, but the areas for elevations 664.0 and 665.0 match for these two, suggesting some volume may be double-counted. Furthermore, the "Box Inlet-East Side Wolf Rd" node table differs significantly from that shown in the HEC-HMS model.

- iv. Provide a set of HEC-HMS results that match the conservative scenario displayed in the inundation maps because: (i) The inundation maps provided are for the scenario where the Ashbrook Subdivision ponds are not modeled, and the 2-hour duration storm is the critical duration., (ii) However, the HEC-HMS results provided are for the scenario where the ponds are modeled, and the 1-hour duration is critical.
- v. Revise the inundation maps to reflect flood elevations upstream of Basin "C". For example, the "Storage West Side Wolf Road" node has critical duration elevations in excess of 660, which need to be shown on the inundation maps. This would include surcharging inlets along the dual culverts under proposed conditions.
- dd. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a written response to each of the initial plan review comments from the Village Engineer and Village's consulting engineer contained in Attachment 4 of the Village Staff Memo dated November 18, 2024.
- ee. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of final engineering plans that include the location of all utilities and light poles that demonstrate there are no conflicts between utilities, light poles, and the proposed landscape areas.

3. Landscaping

- a. The landscaping plans shall be revised to address all outstanding comments from the Village's consulting landscape architect's review memorandum dated November 5, 2024.
- b. The Applicant (and any successor owners, property managers, property associations), at its cost, shall be required to maintain each building façade and long-term lawn and landscape maintenance of the green spaces for the Development, which obligations shall be set forth in a combined Property Maintenance Plan / Landscaping Plan for the Village's plan review approval and final Village Board approval. Maintenance standards, tree replacement standards and other appropriate landscaping standards shall be part of the Applicant's Property Maintenance Plan / Landscape Plan for the Project, and the Applicant shall comply with the obligations and standards contained in the Property Maintenance Plan.
- c. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a set of revised landscape plans that:
 - i. Require the replacement of the existing evergreen trees located behind the existing neighborhood sign, as these existing trees are in poor condition and should be replaced with new plant material consistent with the adjacent proposed plantings.
 - ii. Replace the proposed maple trees, which are not allowed in the public rights-of-way per the Village's Urban Forest Management Plan, with another tree species.
 - iii. Indicate Gingko Biloba trees shall be of the male species to avoid fruit production.

- iv. Locate *Catalpa speciosa* away from sidewalks to avoid seed pods dropping on walkways.
- v. Clarify specification of grass seed mixes within the detention areas to correct inconsistencies between the landscape plan pages and the specification.

4. Right-Of-Way, Road, and Traffic

- a. The Applicant proposes to maintain the current Wolf Road access point as the primary point of ingress and egress for the Development, subject to Cook County Department of Transportation and Highways approval of certain Wolf Road right-of-way modifications (i.e., required Project-related reconfiguration work to Wolf Road that may include a deceleration / turning lane) and modifications to the existing drainage culvert improvements that will allow it to construct the Development consistent with the current Site Plan. The Village's consideration of approval of the Development is conditioned on the Cook County Department of Transportation and Highways' approval of the current Wolf Road access point as the primary point of ingress and egress for the Development based on the current Site Plan and the Applicant's agreement to abide by the conditions of approval required of the Applicant by the Cook County Department of Transportation and Highways relative to the Wolf Road right-of-way modifications and modifications to the existing drainage culvert improvements. The Applicant, at its cost, shall be responsible for entering into all easements, maintenance agreements and other binding documents with the Cook County Department of Transportation and Highways, and completing the Wolf Road right-of-way modifications and any modifications to the existing drainage culvert improvements. Other than the Village's plan review process, the Village shall not be obligated to participate in the Cook County Department of Transportation and Highways' required Wolf Road right-of-way modifications and modifications to the existing drainage culvert improvements that are necessary to construct the Development under the current Site Plan and that will allow the Applicant to construct the Development consistent with the current Site Plan. In the event the Cook County Department of Transportation and Highways does not approve of the current Wolf Road access point as the primary point of ingress and egress for the Development, the Applicant will have to petition for an amendment to the planned development ordinance and present a revised Site Plan with a modified point of ingress and egress for the Development for review and consideration by the Plan Commission at a public hearing and then review and consideration by the Village Board.
- b. The Applicant, at its cost, shall construct a fence and swing gate across Heritage Court at the north lot line where the new Heritage Court meets the existing Heritage Court that serves the Heritage Springs Subdivision. The swing gate shall be operated by an Opticom sensor that shall be taller than the proposed fence/gate. The design of the swing gate shall ensure that gate electrical and control equipment is elevated one foot (1.0') above flood elevation. The swing gate must work at all times and shall have a battery backup system capable of operating the gate for at least 24 hours after loss of power to ensure operation during power outages. The swing gate must have appropriate sensors on both sides to ensure the gate can operate in either direction for emergency vehicles. Design plans, operational details, and loss of power procedure for the swing gate and the Opticom system must be submitted by the Applicant for review and approval by the Village's Director of Fire and EMS before any permit is issued for

site development. The Applicant shall enter into an operations and maintenance agreement with the Homeowners Association for the Heritage Springs Subdivision relative to the swing gate and the Opticom sensor(s).

- c. Vehicles parked in the driveway of Units 8, 15 and 21 may not overhang the curb or the sidewalk (if present).
- d. Prior to the issuance of any occupancy permits for the Development, Illinois Accessibility Code compliant sidewalks within the Development and along the entire property frontage that is adjacent to both Wolf Road and Park Place shall be installed by the Applicant, at its cost
- e. New sidewalks installed by the Applicant are required along the west side of Wolf Road and the north side of Park Place frontage per the Village Code. Replacement of existing sidewalks along the west side of Wolf Road along the entire property frontage is required by the Applicant. Placement of sidewalks must be as far from the paved roadways as practical, but the Village will defer to the Cook County Department of Transportation and Highways, as they will review and approve sidewalk placement and issue the permit for the work. On Park Place, placement of the sidewalk shall be one foot (1.0') inside the public right-of-way along the southern edge of the Development and the sidewalk shall dead end at west termini point. All new sidewalks shall comply with IDOT and Illinois Accessibility Code standards for slopes. The northwest corner of the Park Place and Wolf Road sidewalk ramp shall be removed and replaced by the Applicant.
- f. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a report that addresses fire hydrant spacing and provides a coverage exhibit as requested by the Village to confirm compliance with the Village Code.
- g. As part of the Maintenance and Development Agreement and the Declaration, the Applicant and the Heritage Crossing Homeowners Association shall be obligated to maintain the swing gate on a regular basis and to repair the swing gate, as needed, to ensure that the swing gate operates at all times.
- h. The Applicant shall submit to the Village, as part of the Village plan review and approval process, updated plans that:
 - i. Remove the two (2) parallel parking spaces from the east side of Heritage Court.
 - ii. Convert the turnaround area north of Unit 15 to grasscrete or similar material.
- i. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated version of the color site plan prepared by BSB Design (revised November 5, 2024) with the crosswalk shown perpendicular (not angled) to Heritage Court, consistent with the Final Engineering Plans for Heritage Crossing, prepared by DesignTek Engineering, Inc. (revised November 4, 2024).
- j. The Applicant shall submit to the Village, as part of the Village plan review and approval process, an updated Traffic Impact Study that:

- i. Reflects the proposed 29 rather than 28 dwelling units.
- ii. Clarifies if Figure 5B in the Traffic Impact Study summarizes the September 2024 pedestrian count data or the original March 2024 count data. The higher volume counted in September 2024 should be presented in the TIS.
- iii. Corrects Figure 7, which does not match the trip generation presented in Table 3 in the Traffic Impact Study.
- iv. Provides a sight distance triangle analysis for the proposed subdivision sign adjacent to Wolf Road.
- v. Provides an AutoTURN analysis for the turnaround area north of Unit 15 to verify vehicle turnaround.

5. Signage

- a. Provide detailed plans related to the proposed development signage for Heritage Crossing (lighting, dimensions, materials, etc.) for the Development for Village Board approval as part of its consideration of the planned development ordinance.
- b. Provide information on any roadway vehicle traffic signage related to Heritage Court and other proposed subdivision signage type (private) for Village review for the Development for Village Board approval as part of its consideration of the planned development ordinance. All approved and required on-site parking restriction signage that pertains to the Development shall be installed and maintained by the Applicant, at its cost, or the Homeowners Association, at its cost.
- c. Provide for the Ridgewood monument sign, in its current location, or in an alternate location in close proximity to its current location, as agreed upon by the Ridgewood Subdivision Civic Association and Cook County. If the Ridgewood monument sign remains in its current location, the Developer, at its cost, shall provide to the Ridgewood Subdivision Civic Association an easement over the portion of the Property that the sign is partially located on and shall also obtain a dedication or easement over a portion of the Cook County-owned Wolf Road right-of-way that the sign is partially located on. If the sign is relocated, the Developer, at its cost, will make the required legal arrangements (i.e., easement agreement or land dedication) with either the Ridgewood Subdivision Civic Association or Cook County, or both, to provide for the long-term placement and maintenance of the monument sign.
- d. The placement of the sidewalk on Park Place will require the movement of the Ridgewood subdivision sign. The relocation of the subdivision sign must be addressed by the Applicant as part of the Village plan review and approval process. The Applicant is required to provide the written approval from the Ridgewood Civic Association of the subdivision sign design and sign placement.

Motion to APPROVE this Western Springs Plan Commission Recommendation PC-2024-02: Application for a Comprehensive Plan Amendment to the Long-Range Land Use Map, Map Amendment, Conditional Use for a Planned Development, Exceptions / Variations to Village Development Control Ordinance ("DCO"), and Subdivision for the Construction, Operation, and Maintenance of a Townhome

Subdivision Development at the 5600 Wolf Road Property (Heritage Crossing), subject to the conditions stated above in Section V (Conditions) and the refinements to those conditions which were agreed to by the Commissioners during the November 18, 2024 Public Hearing, which are incorporated herein, made by Commissioner Turner; seconded by Commissioner Hanson (Votes in Favor of Motion: Peter Glimco, Peter Hanson, Michele Johann and Patrick Turner; Votes Not in Favor of Motion: None; and Absent from Meeting / Voting: Jocelyn Brumbaugh, Ryan DeProsperis and Steve Winegar).

APPROVED by a vote of the Members of the Plan Commission on this 18th day of November, 2024.

Village of Western Springs Plan Commission

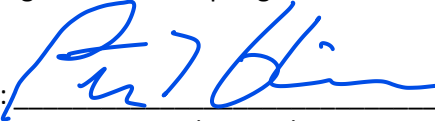
By: 
Peter Glimco, Chair

Exhibit List

**From Public Hearing for Approval of a Comprehensive Plan Amendment
to the Long-Range Land Use Map, Map Amendment, Conditional Use for a Planned Development,
and Subdivision for the Construction, Operation, and Maintenance
of a Townhome Subdivision Development at the 5600 Wolf Road Property
(Heritage Crossing)**

Group Exhibit "A"

listing by title of each of the Application's supporting documents and submittals
(on file with the Community Development Department)

Group Exhibit "A"

General Information Application prepared by McNaughton Development, LLC dated 7/11/2024
Re: Heritage Crossing / 5600 Wolf Road prepared by McNaughton Development, LLC dated 7/12/2024
Heritage Crossing Submittal Letter prepared by McNaughton Development, LLC dated 7/12/2024
Application for Development Approval and Zoning Relief prepared by McNaughton Development, LLC dated 7/12/2024
Site Location Map and Photos prepared by McNaughton Development, LLC submitted 5/23/2024
Alta Survey prepared by Wolf Pack Consulting, LLC dated 12/2/2024
Final Plat of Subdivision prepared by DesignTek Engineering, Inc. revised dated 11/6/2024
Zoning Exhibit prepared by BSB Design dated 7/12/2024
Concept Plan prepared by BSB Design dated 11/5/2024
Character Elevations and Building Perspectives prepared by BSB Design dated 11/6/2024
Digital Material Board prepared by BSB Design dated 11/6/2024
Conceptual Floor Plans prepared by BSB Design dated 11/6/2024
Landscape Plan prepared by BSB Design dated 11/5/2024
Traffic Impact Study prepared by KLOA dated 11/6/2024
Cook County Highway Department Transmittal prepared by Cook County Highway Department dated 9/19/2024
Site Engineering Plans prepared by DesignTek Engineering, Inc. revised dated 11/4/2024
Stormwater Management Report prepared by DesignTek Engineering, Inc. revised dated 11/6/2024
Fiscal Impact Study prepared by McNaughton Development, LLC dated 8/5/2024
Land Dedication Valuations for School & Park prepared by McNaughton Development, LLC dated 8/5/2024
McNaughton Development Past Projects prepared by McNaughton Development, LLC submitted date 5/23/2024
Professional Opinion of Project Value prepared by DesignTek Engineering, Inc. submitted date 10/10/2024
Market Comparable Field Park Place prepared by McNaughton Development, LLC submitted date 7/12/2024
Ownership Authorization for Zoning Letter prepared by Casey and Fran Gaik dated 5/8/2024
Declaration of Covenants, Conditions and Restrictions for: Heritage Crossing Townhome Association Of Western Springs - a McNaughton Development, Inc. Subdivision prepared by McNaughton Development dated 7/9/2024
McNaughton Development LLC Corporate Disclosure submitted 7/12/2024
Real Estate Sales Agreement submitted 7/12/2024
Cook County Highway Department Transmittal prepared by KLOA dated 8/26/2024
Plat of Abrogation for Storm Sewer Easement and Public Utility Easement prepared by DesignTek Engineering Inc. dated 10/15/2024
Plat of Vacation for Lawn Avenue prepared by DesignTek Engineering Inc. dated 7/10/2024
Existing Flooding Conditions Exhibit prepared by DesignTek Engineering Inc. dated 9/5/2024
Proposed Flooding Exhibit Conditions prepared by DesignTek Engineering Inc. dated 9/5/2024
Fire Strobe 2000 prepared by Access Products, Inc. submitted 11/6/2024

Group Exhibit "B"

**The Public Hearing Notice, the Newspaper Publisher's Certificate dated July 18, 2024,
the Affidavit of Mailing of Public Hearing Notice and Newspaper Publication
dated August 7, 2024 submitted by Heather Valone,
the Affidavit of Posting of Signage for Public Hearing dated August 7, 2024
(attached)**

Group Exhibit "C"

**Village Staff Memorandums dated August 9, 2024, September 20, 2024, and November 15, 2024,
and prepared by Community Development Director Heather Valone and Senior Planner Kelsey Fawell
("Village Staff Memos")
(attached)**

Group Exhibit "D"

**The Village's Official Land Use Plan and Official Village Zoning Map
(on file with the Community Development Department)**

Exhibit "E"

**Transcripts of the August 13, 2024, September 24, 2024, and November 18, 2024 Sessions of the Public
Hearing
(attached OR on file with the CD Dept.)**

Group Exhibit "F"

**Village Supplemental Materials
(attached OR on file with the CD Dept.)**

Group Exhibit "G"

**Materials Submitted by Interested Parties
(attached)**

Exhibit "H"

**Lawn Avenue Detention Pond Budget
(attached OR on file with the CD Dept.)**



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 8.E.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Heather Valone, Director of Community Development , John Mastandona, Director of Finance

RE: Timber Trails - 2025 Construction Observation Agreement with V3 Companies

Recommendation

The Planning and Zoning Committee reviewed this item at their January 9, 2025 meeting and recommended approval of the 2025 V3 Engineering Services Agreement for the Construction Observation and Development Closeout/Acceptance Services for the Timber Trails Subdivision.

Summary

Staff and the Committee are recommending retaining V3 Companies ("V3") to continue to perform construction observation of the Timber Trails Subdivision development. V3 took on this role in February of 2023 and has done well in this role providing a full progress punchlist as described below and regular oversight of progress in the area.

Under the new 2025 agreement, V3 will continue perform work as needed and as requested. The Timber Trails developer is ultimately responsible for these construction observation costs incurred per the annexation agreement. In 2024, a comprehensive development punchlist for Unit 1 and a punchlist and estimate of cost to complete for Unit 2 was developed by V3 and given to the developer. The punchlist itemized all public infrastructure deficiencies and items not yet completed. In late 2024 the developer began work on Unit 1 punchlist and has said they intend to work on both the Unit 1 punchlist and on the installation of Unit 2 public infrastructure in 2025. V3 and Village Staff are working with the developer on a schedule for completion of this work. V3 will perform construction observation of the work on behalf of the Village. The 2025 agreement provided by V3 provides an estimate of manhours and cost. These are an estimate and the final cost will depend on how often services are actually needed. It appears it could be several more years before the subdivision is complete and accepted by the Village. The V3 proposal is included in the Committee agenda packet.

Financial Impact

The Village will initially pay V3 for services completed, but all costs incurred by the Village are then billed by the Village to the Timber Trails developer per the original Annexation Agreement. Funds have been included in the FY2025 budget.

Recommended Motion

I move to approve the 2025 V3 Engineering Services Agreement for the Construction Observation and Development Closeout/Acceptance Services for the Timber Trails Subdivision.

Strategic Plan Alignment

N/A

File Attachments

1. Timber Trails 2025 Task Order Update_12232024 -REV 1



December 23, 2024

Mr. Jeff Koza, P.E., CFM
Director of Engineering/Village Engineer
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

RE: Timber Trails Subdivision Permit/Plan Review and Punchlist Inspection and Closeout Services

Dear Mr. Koza:

In association with the on-going Timber Trails subdivision, we are submitting this task order for calendar year 2025 to address the ongoing individual lot permit/plan review and inspections, as well as the expected subdivision infrastructure punchlist inspection and closeout activities that are anticipated in 2025.

If you find this proposal to be acceptable, the executed copies of this letter will constitute the entire agreement between the Village of Western Springs (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

PROJECT UNDERSTANDING

Throughout 2024 V3, in coordination with the Village, developed a punchlist of deficiencies for both Unit 1 and Unit 2 of the Timber Trails subdivision. Items related to direct Village ownership, as well as those that will be transferred to the Homeowner's Association have been included in the punchlist evaluation. On October 29, 2024 the Village, representatives of Timber Trails Development and V3 meet on site to review the deficiencies for Unit 1 that need to be repaired prior to Village acceptance. This coordination is on-going and repairs are tentatively scheduled to start in Spring of 2025.

Currently, inspections are being made on a lot-by-lot basis, as requested by the Village, utilizing the Munis reporting system, and shared with the respective builders. The Village is seeking assistance in performing the engineering reviews of Single Family/Townhome single lot within the Timber Trails development as well as maintain the lot inspections. Approximately 70 lots remain in the subdivision that review services will be needed for. It is anticipated that 10-15 lot reviews will be needed per year.

This task order combines the lot plan/permit review and inspection with the Unit 1 punchlist inspection and coordination. A separate task order will be prepared as necessary for Unit 2 punchlist coordination and inspection. The work included in this task order is for the calendar year 2025.

SCOPE OF SERVICES

This task order update seeks to continue the current agreement relating to the Timber Trails Subdivision Development Closeout/Acceptance Services, with specific clarifications due to the various work elements involved. The general extent of those services is expected to include, but may not be limited to the following:

Weekly General Development Inspection

These inspections, involving individual lot erosion control, tree protection and safety measures, will continue as previously provided and recorded with village staff and the builders.

- A minimum of one, preferably two weekly site visits, to provide overall lot development monitoring, that will include photographs and a weekly report of ongoing lot development. This monitoring is being provided due to minimal communication being provided from the builders as to what activities are planned or going on at the current time.

Subdivision Plan Review & Coordination

This task will be related to all administrative efforts involved in coordinating punchlist deficiency resolution with the developer and HOA. This is a continuation of the previous work efforts to coordinate the status of development. Tasks include:

- Reviewing available reports, engineering plans (to include but not limited to site plans, spot / foundation surveys, and as-built plans), landscape plans, tree preservation plans, and plats.
- Providing ready to publish plan review comments for distribution to the builder / developer.
- Completing necessary correspondence with the builder / developer to answer questions related to published plan review comments.
- Representing the CLIENT in discussions and meetings with the developer and residents of the community.
- Providing follow-up documentation and reports for ongoing improvements within portions of the subdivision.
- Site visits and documentation as necessary
- Continue to clarify those items to be maintained by the Village and those to be transferred and maintained by the HOA.

Punchlist Oversight

Work will be related to all services involved in oversight and approval of the developer's efforts involved in punchlist deficiency corrections and construction.

- This work will include the oversight and inspection of Unit 1 deficiencies as developed by V3 and coordinated with the Village and developer.
- Provide inspection reports via the Munis Field Inspector app or other medium based on the determination of the client.
- Based upon notification of work by the developer, and request from the Village, provide a full-time site presence at times when we know the developer is actively working, to oversee all punchlist deficiency corrections previously agreed upon.
- Facilitate weekly meetings between V3, Village and developer/contractor.
- Provide plan interpretation as required, coordination with Village and public works staff on current acceptable standards.
- Assist the developer and their contractor(s) with solutions to Requests for Information and

material submittal approvals.

- Provide material testing and recording of materials utilized in various components, including subgrade stability (pavement and pathway areas), aggregate compaction, HMA and PCC concrete. V3 will subcontract this work with Interra, LLC as the testing agency.
- Provide suitable documentation of performed work, including electronic photographs, GPS locations, photographic files.
- If during calendar year 2025 new Unit 2 infrastructure is being installed by the developer, V3 will provide site inspection of this work. The intent will be to utilize the same resources providing daily/weekly checks and Unit 1 punchlist inspections. A separate task order will be prepared as necessary for Unit 2 punchlist coordination and inspection.
- Attend meetings and provide recommendations to staff regarding development status and Letter of Credit reduction requests.

Lot Permit/Plan Review and Inspection

V3 will provide three reviews per site. V3 will perform the reviews with data as provided by the developer. Comments will be provided on the plans and returned to the submitter. V3 will respond to resubmittals. V3 is not responsible for the as built information. The information should be provided and verified by the developer/builder as necessary. The review stages and review periods are proposed as follows:

- Site Plan – Plan will be reviewed and compared to available engineering plans and adjacent lot data provided by developer, 10 business days (max).
- Spot Review/Foundation – Plans checked against approved plans and site plan, setbacks will be checked, 2-5 business days.
- As-built – Data provided by developer will be reviewed against lot plans, 10 business days (max).

V3 will invoice twice for each lot review:

- Site plan and spot/foundation review.
- As-built review and approval.

V3 will input the data into the Village's tracking system as directed by the Village.

COMPENSATION

We understand that this work may take multiple years. This agreement will be valid for 2025. A twelve-month renewal is proposed for subsequent years at the respective billing rates for that year. A Task order amendment will be submitted to the Village in November for Board approval in December of the upcoming year. Compensation will be based upon 2025 Standard Billing rates.

Upon notice to proceed from CLIENT, V3 will provide our services on an hourly basis, for those employees engaged directly on the project; a fee based on the actual hours expended multiplied by V3's billing rates attached for each employee classification. With that in mind, we anticipate the following:

Task	Detail	Estimated Budget – 2025 Billing Rates
Weekly General Development Inspection (hourly estimate)	2 hours/week; 4 weeks/month @ 12 months: 96 hours	\$16,300
	Vehicles (2 visits/week @ 0.5 EA); 24 EA @ \$65	\$ 1,560
	Estimated budget	\$17,860
Subdivision Plan Review & Coordination	Estimated hourly involvement 4 hours/month; 12 months	\$12,000
	Estimated budget	\$12,000
Punchlist Oversight (2025 estimate to be coordinated w/staff prior to starting any work): Unit 1 punchlist coordination. This includes new Unit 2 infrastructure inspection during 2025, if necessary.	Required hourly oversight is unknown without developer's schedule; +/-14 weeks duration (rates and hours per week vary)	\$100,000
	Material Testing Services	\$ 7,500
	Direct Costs (Vehicles) 56 days @ \$65/day	\$ 3,640
2024 Punchlist Refinement and Coordination	Estimated hourly involvement 16 hours	\$ 4,000
	Estimated budget	\$115,140
Lot Permit/Plan Review and Inspection	Site Plan and Spot/Foundation Review	\$ 1,500/lot
Note: Permit/Plan Review and Inspection Services to be paid on a Lump Sum Basis per lot.	As-Built Review	\$ 500/lot
	Anticipate 15 lots per year for an estimated 2025 cost of:	\$ 30,000
	Total Timber Trails Engineering Services Budget for Calendar Year 2025	\$175,000

V3 reserves the right to renegotiate the fee every calendar year. This fee does not include reimbursable expenses such as mileage, printing, postage, messenger service, and other similar project-related items. V3 shall be compensated 110% of reimbursable expenses. If Additional Services are required, they will be subject to a separate agreement. No additional services will be performed without prior written approval from the Village.

If the terms of this agreement are found to be satisfactory, please sign in the space provided below and return one copy to our office. V3 will initiate its services promptly upon the receipt of CLIENT’s written acceptance of this proposal.

We appreciate the opportunity to present this proposal and look forward to working with Western Springs on this project.

Sincerely,
V3 COMPANIES, LTD.



Richard P. Kipp, P.E.
Senior Project Manager



Heidi E. Voirol, P.E., LEED AP DB+C
Senior Project Manager



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

Accepted For:
Village of Western Springs

By: _____

Title: _____

Date: _____

V3 COMPANIES BILLING RATE SCHEDULE



(Rates effective January 1, 2025 through December 31, 2025)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	\$ 265.00	Engineer II	\$ 140.00
Director	\$ 250.00	Intermediate Planner II	\$ 135.00
Operations Director	\$ 240.00	Landscape Designer II	\$ 135.00
Senior Project Manager	\$ 240.00	Operator III	\$ 135.00
Senior Estimator	\$ 235.00	Project Surveyor I	\$ 135.00
Survey Crew*	\$ 235.00	Senior Design Technician	\$ 135.00
Resident Construction Manager II	\$ 220.00	Technician III	\$ 135.00
Senior Administration	\$ 220.00	Construction Technician II	\$ 130.00
Superintendent	\$ 220.00	Design Technician III	\$ 130.00
Resident Engineer II	\$ 220.00	Intermediate Planner I	\$ 130.00
1 Man Union Crew	\$ 210.00	Landscape Architect I	\$ 130.00
Project Manager II	\$ 205.00	Planning Technician III	\$ 130.00
Resident Construction Manager I	\$ 200.00	Scientist III	\$ 130.00
Senior Ecologist	\$ 200.00	Administration III	\$ 125.00
Project Manager I	\$ 195.00	Civil Designer I	\$ 125.00
Senior Planner IV	\$ 190.00	Construction Administrator II	\$ 125.00
Administration V	\$ 190.00	Junior Planner III	\$ 125.00
Senior Project Engineer	\$ 190.00	Landscape Designer I	\$ 125.00
Resident Engineer I	\$ 190.00	Technician II	\$ 125.00
Senior Planner III	\$ 185.00	Engineer I	\$ 125.00
Senior Planner II	\$ 180.00	Design Technician II	\$ 120.00
Construction Administrator III	\$ 180.00	Junior Planner II	\$ 120.00
Project Engineer II	\$ 180.00	Operator II	\$ 120.00
Senior Planner I	\$ 175.00	Planning Technician II	\$ 120.00
Senior Landscape Architect	\$ 170.00	Scientist II	\$ 120.00
Project Engineer I	\$ 170.00	Junior Planner I	\$ 115.00
Administration IV	\$ 160.00	Instrument Operator	\$ 115.00
Senior Construction Technician	\$ 160.00	Design Technician I	\$ 110.00
Civil Designer III	\$ 150.00	Field Ecologist III	\$ 110.00
Landscape Architect III	\$ 150.00	Planning Technician I	\$ 110.00
Project Scientist II	\$ 150.00	Scientist I	\$ 110.00
Engineer III	\$ 150.00	Administration II	\$ 105.00
Intermediate Planner III	\$ 145.00	Estimating Technician	\$ 105.00
Landscape Designer III	\$ 145.00	Field Ecologist II	\$ 105.00
Project Surveyor III	\$ 145.00	Operator I	\$ 105.00
Civil Designer II	\$ 140.00	Technician I/Intern	\$ 105.00
Construction Technician III	\$ 140.00	Field Ecologist I	\$ 100.00
Landscape Architect II	\$ 140.00	Administration I	\$ 85.00
Project Scientist I	\$ 140.00	Project Coordinator	\$ 85.00
Project Surveyor II	\$ 140.00		

*Time is charged portal to portal



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 8.F.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Heather Valone, Director of Community Development, John Mastandona, Director of Finance

RE: 5600 Wolf Road - Heritage Crossing Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on January 9, 2025 and recommended the approval of the 5600 Wolf Road - Heritage Crossing - Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2.

Summary

At the June 17, 2024, Village Board meeting, the Board approved an agreement with Baxter & Woodman Consulting Engineers, Inc. ("B&W") for plan review services to review the stormwater management plan received from McNaughton Development, Inc. for the 5600 Wolf Road property development known as Heritage Crossing. Two reviews were completed under the original agreement however it was determined additional reviews were required thus at the September 9, 2024, Village Board meeting an agreement amendment, amendment #1, was approved. The original agreement and amendment #1 authorized \$19,800 in fees for the work.

The Village is now in receipt of a fourth detailed engineering submittal for this development. This submittal includes revisions to the stormwater modeling and stormwater management report that were requested during prior reviews. B&W has advised the Village that at this time the fee for the agreement and amendment #1 has been fully expended. These updated stormwater items require B&W review thus staff is seeking approval of amendment #2 to the original agreement. Amendment #2 does not identify an upper fee limit. The amendment is setup to utilize B&W's services as needed with time spent being billed at the hourly rates provided in the amendment #2. Staff believes this approach is appropriate given the fact this review process has required more reviews than originally contemplated when the agreement was originally approved. Ultimately the number of additional reviews that the Village will need assistance with from B&W will depend on the quality of the developer's submittal. If the developer resubmittal does not fully address review comments, then the developer will need to update and resubmit again which will again require re-review by B&W.

Financial Impact

The Village will initially pay the consultant for services completed, but all costs incurred by the Village are then billed by the Village to the developer. Funds have been included in the FY2025 budget.

Recommended Motion

I move to approve the 5600 Wolf Road - Heritage Crossing - Stormwater Review Assistance Agreement with Baxter & Woodman Consulting Engineers - Amendment #2.

Strategic Plan Alignment

N/A

File Attachments

1. 2400948.00_Proposal_Amendment2_5600Wolf_PlanReview

December 30, 2024

Mr. Jefferey Koza, PE
Director of Engineering Services
Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

Subject: 5600 Wolf Road Development – Plan Review Assistance – Amendment 2 – Additional Engineering Services

Dear Mr. Koza, PE:

Baxter & Woodman, Inc. is pleased to submit to submit this Amendment No. 2 to the initial proposal dated May 24, 2024, and executed on May 28, 2024, and the Amendment dated August 28, 2024, and executed on October 14, 2024, to complete engineering plan review services for the development project at 5600 Wolf Road.

Additional Scope of Services

1. Reviews of Civil Plan Set
 - A. Review provided plan set for compliance with Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO), Village of Western Springs Stormwater Code, and general site design guidelines. Review changes to impervious areas, overall drainage patterns, flow paths, and storm sewer systems to ensure appropriate storm water management onsite.
 - B. Determine MWRD WMO requirements not met under the current design (if any).
2. Review of Stormwater Calculations, Modeling and Report
 - A. Review stormwater calculations, hydrologic and hydraulic modeling, and/or report as provided by the developer to confirm compliance with runoff requirements, volume control requirements, and detention requirements.
 - B. Review changes between existing and proposed conditions as related to release rates, tributary areas, and flood durations related to the onsite detention basin.
 - C. Review impacts to neighboring and downstream properties.

3. Review Comments

- A. Provide review comments to the Village for distribution to the developer. These comments shall address compliance with MWRD WMO, Village of Western Springs code, and general site design guidelines.

Schedule

All review services will be completed within 10 business days of receipt of submittals.

Exclusions

Coordination with MWRD for WMO permit(s).

Fee

The Engineer's fee for the stated scope of services will be based upon the 2025 Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and subconsultant fees. The Engineer may adjust the hourly billing rates and out-of-pocket expenses on or about January 1 of each subsequent year.

Standard Terms and Conditions

All terms and conditions of the original Proposal dated May 24, 2024, with the Village of Western Springs shall apply.

Acceptance

If you find this Amendment acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Corey Van Dyk at 815-444-3258 or cvandyk@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Paul Siegfried, PE, CFM
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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BAXTER & WOODMAN, INC.
2025 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$275
Vice President	\$260
Engineer VII	\$252
Engineer VI	\$242
Engineer V	\$220
Engineer IV	\$205
Engineer III	\$180
Engineer II	\$160
Engineer I	\$138
Engineering Intern	\$80
Construction Manager II	\$210
Construction Manager I	\$180
Engineering Tech V	\$185
Engineering Tech IV	\$160
Engineering Tech III	\$145
Engineering Tech II	\$125
Engineering Tech I	\$100
Environmental Scientist V	\$175
Environmental Scientist IV	\$170
Environmental Scientist III	\$155
Environmental Scientist II	\$135
Environmental Scientist I	\$115
Professional Surveyor	\$210
Survey Manager	\$180
Survey Crew Chief	\$150
Surveyor, Project	\$125
Survey Technician II	\$110
Survey Technician I	\$95
Spatial Technology Professional V	\$200
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$175
Spatial Technology Professional II	\$145
Spatial Technology Professional I	\$130
Production Manager	\$185
CADD Tech III	\$155
CADD Tech II	\$135
CADD Tech I	\$100
Urban Planner V	\$185
Urban Planner IV	\$165
Urban Planner III	\$145
Urban Planner II	\$125
Urban Planner I	\$100
Administrative Support I to V	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV	\$120
IT Professional I to III	\$185
Data Analyst I to III	\$150

- Hourly rates for inspection services do not include any overtime.
- Hourly Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week during regularly scheduled work hours.
- The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
- Consulting fees for legal services will vary and subject to change based on services required.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

In 2022, the Village sought and received grant funds from the West Central Municipal Conference ("WCMC") Surface Transportation Program ("STP") to fund the resurfacing of Gilbert Avenue from Ogden Avenue to 47th Street ("Project"). The WCMC STP program currently has the Project programmed to receive \$1,130,759 in STP funds in STP Program year 2027. These funds are expected to fund up to 80% of Construction and Construction Engineering Costs for Fiscal Year 2027 STP program year.

The Village shares jurisdiction of Gilbert Avenue with the Village of La Grange. As such, the costs associated with the local match for this Project will be split 50-50 between the two communities. The design engineering costs for the Project are 100% the responsibility of the local agencies. In 2023, the Village sought and received \$55,000 of grant funding from Cook County Department of Transportation and Highways' (CCDOTH) Invest in Cook program (IIC) to fund 50% of Design Engineering funding for the Project.

An intergovernmental agreement ("IGA") between the Villages of Western Springs and La Grange is needed to define each Village's responsibilities financially and administratively for the design engineering phase of the Project. Staff worked with the Village Attorney and worked with the Village of LaGrange Staff to develop an IGA for the Design Engineering work. Enclosed in the agenda packet is a copy of the proposed IGA between the Villages.

It is anticipated the Village of La Grange Board of Trustees will approve the IGA this month. A separate IGA will be needed to address the construction phase of the Project. Staff expects to bring this second Construction IGA forward to the Board sometime in 2026 prior to receiving bids and the start of construction on the Project.

Financial Impact

The funding for this work is included in the Village's Fiscal Year 2025 budget. The cost breakdown for the design engineering for the Project is as follows:

Funding Source	Cost participation	Amount
Invest in Cook Grant	50%	\$55,000
Village of La Grange	25%	\$27,500
Village of Western Springs	25%	\$27,500
	Total	\$110,000

The Village as the lead agency will enter into a professional services agreement with a consultant engineer for the design engineering services. The Village will initially pay the consultant and then seek reimbursement from The Village of Western Springs is the lead agency for the Project. As such, the IGA states that the Village will enter into agreement with a consultant engineer for the Phase 2 design engineering and then receive reimbursement from the IIC grant and the Village of LaGrange for work completed.

Recommended Motion

I move to approve the Gilbert Avenue Resurfacing - Design Engineering - Intergovernmental Agreement with Village of La Grange.

Strategic Plan Alignment

This item aligns with the Strategic Plan in multiple categories including Financial Stability - Evaluate and Explore Opportunities for Shared Services as well as Infrastructure Improvements

File Attachments

1. IGA Agreement re Cost Sharing with LaGrange for Invest In Cook Design Engineering Work for Gilbert Ave STP Resurfacing Project

**COST SHARING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS
AND THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS
FOR DESIGN ENGINEERING FOR THE INVEST IN COOK - GILBERT AVENUE STP RESURFACING PROJECT
FROM OGDEN AVENUE TO 47TH STREET**

This COST SHARING INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by the Village of Western Springs, an Illinois non-home rule municipal corporation ("Western Springs"), and the Village of La Grange, an Illinois non-home rule municipal corporation ("La Grange"), for the purposes set forth below, dated as of _____, 2025 (the "Effective Date"). La Grange and Western Springs are referred to at times in this Agreement on an individual basis as the "Party" and on a collective basis as the "Parties". La Grange and Western Springs agree as follows:

RECITALS

WHEREAS, Invest in Cook ("IIC") is an annual \$8.5 million grant program run by the County of Cook, Illinois ("Cook County"), acting by and through its Department of Transportation and Highways ("CCDTH"), that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction and transportation improvements sponsored by local and regional governments and private partners; and

WHEREAS, in March 2023, Western Springs submitted a grant application to the IIC Grant Program for funding to pay for the performance of Phase 2 Design Engineering services (collectively the "Phase 2 Design Engineering Work") for certain roadway and ADA-compliant pedestrian improvements to Gilbert Avenue from Ogden Avenue to 47th Street, which is referred to as the Gilbert Avenue STP Resurfacing Project (the "Project"). The Project will consist of resurfacing the Gilbert Avenue roadway and the construction of up to 72 sidewalk ramps along Gilbert Avenue from Ogden Avenue to 47th Street that are located within the respective corporate jurisdictions of La Grange and Western Springs. This section of Gilbert Avenue is a key north-south commercial arterial roadway that serves the residents and businesses of Western Springs and La Grange and comprises a portion of their shared boundary line; and

WHEREAS, on July 20, 2023, Cook County selected Western Springs for participation in the FY2023 IIC Grant Program relative to the Project. As part of the selection, Cook County agreed to award and reimburse Western Springs fifty percent (50%) of the actual Phase 2 Design Engineering Work costs for the Project, but such reimbursement amount shall not exceed \$55,000.00 ("IIC Grant Amount"). The estimated total cost to complete the Phase 2 Design Engineering Work for the Project is \$110,000.00; and

WHEREAS, under the FY2023 IIC Grant Program, Western Springs is obligated to pay the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project and then seek reimbursement from Cook County of the IIC Grant Amount. In the event the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project exceeds \$110,000.00, Western Springs is obligated to pay all costs that are not covered by the IIC Grant Amount; and

WHEREAS, in November 2023, Western Springs entered into an Intergovernmental Agreement with Cook County and its CCDTH relative to the Western Springs' acceptance of the IIC Grant Amount and its participation in the FY2023 Invest in Cook Grant Program ("FY 2023 Invest In Cook IGA"); and

WHEREAS, in applying for the IIC Grant funding to pay for the completion of the Phase 2 Design Engineering Work for the Project, Western Springs agreed to serve as lead agency, with Western Springs and La Grange agreeing to share equally in the actual incurred costs to complete the Phase 2 Design Engineering Work for the Project that are not paid for by the IIC Grant Amount; and

WHEREAS, this Agreement sets forth the Parties' respective responsibilities and obligations relative to the IIC Grant Amount, the selection of a professional engineering firm or an Illinois licensed engineer to complete the Phase 2 Design Engineering Work for the Project, the cost sharing arrangement for the payment of the costs associated with the Phase 2 Design Engineering Work for the Project, and the potential bidding and construction of the Project; and

WHEREAS, pursuant to certain statutory and constitutional powers, including but not limited to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the respective corporate authorities of Western Springs and La Grange are authorized to approve and enter into this Agreement, and have found that it is protective of the health, welfare and safety of and in the best interests of Western Springs and La Grange, and its residents, property owners, local businesses and the public to approve and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, obligations and covenants set forth in this Agreement, and upon the further consideration stated in the foregoing Recitals, it is agreed by La Grange and Western Springs as follows:

Section 1. Incorporation. The above Recitals are incorporated by reference into this Section 1 as though fully set forth herein.

Section 2. Commencement and Term of This Agreement. This Agreement shall commence on the Effective Date. Subject to Section 6 (Termination) below, the term of this Agreement shall terminate after: (a) the Phase 2 Design Engineering Work has been completed to the reasonable satisfaction of La Grange and Western Springs; and (b) Western Springs has been fully reimbursed for all actual incurred costs related to the completion of the Phase 2 Design Engineering Work for the Project or any other costs, as provided for in this Agreement.

Section 3. Scope of Work to be Performed Under This Agreement. La Grange and Western Springs agree that the scope of work to be performed under this Agreement relative to the Project is limited to the selection of a professional engineering firm or an Illinois licensed engineer to complete the Phase 2 Design Engineering Work for the Project and the completion of the Phase 2 Design Engineering Work by the selected professional engineering firm or an Illinois licensed engineer for the Project. Once the Phase 2 Design Engineering Work is completed, the Parties agree to meet and confer relative to the content of the Phase 2 Design Engineering Work and the potential bidding and construction of the Project. Subject to the timing of funding availability and budgetary considerations, it is anticipated that the Parties will enter into another cost sharing intergovernmental agreement to arrange for the bidding and award of a construction contract to complete the Project based on the Phase 2 Design Engineering Work completed for the Project. However, nothing in this Agreement shall obligate the Parties or either Party to enter into another cost sharing intergovernmental agreement to arrange for the bidding and award of a construction contract to complete the Project.

Section 4. Responsibilities of La Grange and Western Springs.

A. Responsibilities of Western Springs as Lead Agency. Western Springs, as the Lead Agency, has the following responsibilities under this Agreement:

- a. Arrange for the selection process and the selection of a professional engineering firm or an Illinois licensed engineer (the "Engineer") to complete the Phase 2 Design Engineering Work for the Project.
- b. Enter into a professional services agreement with the Engineer to perform the Phase 2 Design Engineering Work for the Project, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates ("Phase 2 Work Documents").
- c. Coordinate the Phase 2 Design Engineering Work to secure delivery of Phase 2 Work Documents.
- d. Administer the professional services agreement, including coordination and completion of the Phase 2 Work Documents, contract payments to the Engineer and any change orders.
- e. Paying all costs to the Engineer for the completion of the Phase 2 Design Engineering Work, including any work covered by change orders.
- f. Securing digital copies of the Phase 2 Work Documents from the Engineer.
- g. Sharing digital copies of the Phase 2 Work Documents with La Grange within five (5) calendar days of receipt of same from the Engineer.
- h. Review of the Phase 2 Work Documents and submit within fifteen (15) calendar days after receipt of the Phase 2 Work Documents any revisions to the Engineer and La Grange for incorporation into the Phase 2 Work Documents by the Engineer.
- i. Requesting reimbursement from Cook County of the IIC Grant Amount.
- j. Delivery of proof of reimbursement from Cook County of the IIC Grant Amount to La Grange.
- k. Delivery of an invoice(s) to La Grange for the full fifty percent (50%) of the actual incurred costs of the completion of the Phase 2 Design Engineering Work for the Project that are not paid for by the IIC Grant Amount.
- l. The selection process and selection of the Engineer and awarding and administering of the professional services agreement with the Engineer shall comply with all applicable State and federal laws and regulations.

B. Responsibilities of La Grange. La Grange has the following responsibilities under this Agreement:

- a. Acknowledge receipt of digital copies of the Phase 2 Work Documents within five (5) calendar days of receipt of same from Western Springs.
- b. Review of the Phase 2 Work Documents and submit within fifteen (15) calendar days after receipt of the Phase 2 Work Documents any revisions to the Engineer and Western Springs for incorporation into the Phase 2 Work Documents by the Engineer.
- c. Payment of any invoice(s) issued by Western Springs for the full fifty percent (50%) share of the actual incurred costs of the completion of the Phase 2 Design Engineering Work for the Project that are not paid for by the IIC Grant Amount. Payment shall be

made within thirty (30) calendar days of the invoice date, including, without limitation, any change orders and cost-overruns. The obligation of La Grange to reimburse Western Springs is not subject to set-off, withholding, or any other claim or action, under any circumstances, provided that Western Springs has satisfied all of its obligations under this Agreement. Payments are due, as provided in this Subsection, regardless of any issue, dispute, disagreement, or any other matter under this Agreement or in any way related to the Project or the Phase 2 Design Engineering Work, provided that Western Springs has satisfied all of its obligations under this Agreement.

C. Joint Responsibilities. Each Party has the following responsibilities related to the Project:

- a. The Parties agree to cooperate in good faith to finalize the Phase 2 Work Documents to each other's reasonable satisfaction.
- b. If either Party does not submit revisions to the Phase 2 Work Documents within the fifteen (15) calendar day time period, it will be assumed that the Party has approved the Phase 2 Work Documents without revision.
- c. Prompt execution by the Parties of all Project-related documents as requested by Western Springs or as required by Cook County or any federal or State agency with jurisdiction over the Project.
- d. The cost sharing arrangement under this Agreement is as follows: In the event the actual incurred cost to complete the Phase 2 Design Engineering Work equals \$110,000.00, and Cook County reimburses Western Springs the full IIC Grant Amount (\$55,000.00) after Western Springs pays \$110,000.00 to a professional engineering firm or an Illinois licensed engineer for the completion of the Phase 2 Design Engineering Work, La Grange agrees to reimburse Western Springs an amount equal to \$27,500.00, as its one-half share of the actual incurred costs to complete the Phase 2 Design Engineering Work that are not paid for by the IIC Grant Amount.
- e. If, after the commencement of the Phase 2 Design Engineering Work, Cook County notifies Western Springs that Cook County will not pay all or any portion of the IIC Grant funding for the completion of the Phase 2 Design Engineering Work (i.e., the award of the IIC Grant Amount is withdrawn, terminated, reduced or Western Springs is determined by Cook County to not be eligible for reimbursement), La Grange and Western Springs agree to pay an equal share (50%) of the actual incurred cost to complete the Phase 2 Design Engineering Work that are not paid for by the IIC Grant Amount.
- f. If, prior to the commencement of the Phase 2 Design Engineering Work, Cook County notifies Western Springs that Cook County will not pay all or any portion of IIC Grant funding for the completion complete the Phase 2 Design Engineering Work (i.e., the award of the IIC Grant Amount is withdrawn, terminated, reduced or Western Springs is determined by Cook County to not be eligible for reimbursement), the Parties agree to meet and confer relative to proceeding with the Phase 2 Design Engineering Work. If the Parties agree to proceed with the Phase 2 Design Engineering Work, La Grange and Western Springs agree to pay an equal share (50%) of the actual incurred cost to complete the Phase 2 Design Engineering Work that are not paid for by the IIC Grant Amount.
- g. La Grange and Western Springs agree to pay for their own respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by their own engineer(s), attorney(s) or any of their own retained professional

consultants, and out-of-pocket business expenses) that they incur in preparing this Agreement or incur under this Agreement (i.e., review costs of the Phase 2 Design Engineering Work Documents) and/or contribute to the Project.

- h. As Lead Agency, Western Springs shall be responsible for taking the lead on all responses and information submittals to Cook County or any other governmental agency with oversight jurisdiction of the IIC Grant funding relative to any audit or compliance reporting regarding the IIC Grant funding or the Project. Upon request, La Grange agrees to cooperate with Western Springs in a timely manner with all responses and information submittals to Cook County or any other governmental agency with oversight jurisdiction of the IIC Grant funding relative to any audit or compliance reporting regarding the IIC Grant funding or the Project. La Grange agrees to provide to Western Springs or Cook County or any other governmental agency with oversight jurisdiction copies of any documents and information in its possession that are responsive to any audit or compliance reporting regarding the IIC Grant funding or the Project.
- i. Upon request, the Parties agree to cooperate in a timely manner with each other regarding their respective responses to requests filed under the Freedom of Information Act ("FOIA") (5 ILCS 120/) that relate to any matters covered by this Agreement. Notwithstanding any provision in this Agreement to the contrary, the obligations in this Subsection shall survive the termination of this Agreement.

D. Changes to Phase 2 Design Engineering Work. If either Party: (a) requests a change to the Phase 2 Design Engineering Work that affects or benefits only that Party's jurisdiction or facilities; or (b) increases the scope or extent of the Phase 2 Design Engineering Work to be performed beyond the scope provided in this Agreement, (either (a) or (b) being a "Party Change Order"); then that Party must pay all costs and expenses related to that Party Change Order (the "Total Change Order Cost") in advance of commencement of the work provided for in that Party Change Order. The Total Change Order Cost includes not only the costs and expenses related to the changed Phase 2 Design Engineering Work or additional Phase 2 Design Engineering Work, (i.e., additional or revised engineering work and all related costs, but also all costs and expenses incurred as a result of the impact of the Party Change Order on the original scope of the Phase 2 Design Engineering Work). The Party's payment of Total Change Order Cost must be made to Western Springs prior to the issuance of a contract change order to the Engineer. Western Springs will apply the money paid to Western Springs to the costs of the work covered by the Party Change Order. If the Total Change Order Cost for the Party Change Order exceeds the amount of money paid to Western Springs, then the Party must reimburse Western Springs the full amount of that excess cost within ten (10) calendar days after notice from Western Springs of the amount of that excess cost.

E. Lead Participant Authority; Limitation on Claims. Western Springs, as the Lead Participant, has the following authority:

- a. To make final decisions on Phase 2 Design Engineering Work matters in the absence of a consensus of the Parties that are consistent with the intended purposes of this Agreement and the Project.
- b. To coordinate and oversee the Phase 2 Design Engineering Work in a commercially reasonable manner as determined in Western Springs's exercise of its judgment and discretion.

- c. To stop the Phase 2 Design Engineering Work or any portion of it, in the event of any dispute under this Agreement or under the professional services agreement with the Engineer, when Western Springs determines in the exercise of its judgment and discretion that a stoppage is reasonable.
- F. Waiver of Right to Make Claims Against Western Springs.** In consideration of the terms of this Agreement, La Grange waives any right it may have at any time to assert any claim or action of any type whatsoever against Western Springs for any act, omission, action, or inaction of Western Springs related in any way to any matters covered by this Agreement, except only an action for a specific breach of a specific term of this Agreement by Western Springs.

Section 5. Indemnification; Waiver of Subrogation.

- A. Indemnification - La Grange.** To the fullest extent permitted by Illinois law, La Grange shall indemnify and defend Western Springs and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "Western Springs Affiliates") from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys' fees (collectively "Claims and Liabilities") that arise out of or relate to any acts or omissions of La Grange or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "La Grange Affiliates") relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of Western Springs or its Western Springs Affiliates.
- B. Indemnification – Western Springs.** To the fullest extent permitted by Illinois law, Western Springs shall indemnify and defend La Grange and its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "La Grange Affiliates") from and against any and all bodily injuries, illnesses, death, property damage, losses, claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and reasonable defense and litigation costs and reasonable attorneys' fees (collectively "Claims and Liabilities") that arise out of or relate to any acts or omissions of Western Springs or its appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys (collectively "Western Springs Affiliates") relative to the Project or any matters covered by this Agreement, except to the extent that such Claims and Liabilities result, in whole or in part, due to the acts or omissions of La Grange or its La Grange Affiliates.
- C. Waiver of Subrogation.** Each Party agrees to waive any right of recovery they may have against the other because of payments relative to any Claims and Liabilities (as defined above) arising out of the Project or any other matters covered by this Agreement.

Section 6. Termination. This Agreement will terminate as follows:

- A. This Agreement shall terminate after: (a) the Phase 2 Design Engineering Work has been completed to the reasonable satisfaction of La Grange and Western Springs; and (b) Western Springs has been fully reimbursed for all actual incurred costs related to the Phase 2 Design Engineering Work, as provided for in this Agreement.
- B. This Agreement may be mutually terminated by La Grange and Western Springs, but only after the Parties satisfy their respective payment obligations under this Agreement relative to the completion of the Phase 2 Design Engineering Work.
- C. This Agreement may be terminated upon failure to cure a material breach of this Agreement. In the case of material breach, the non-defaulting Party may terminate this Agreement upon written notice, if the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of written notice. The defaulting Party shall be responsible for those additional costs related to the breach and all non-cancellable obligations made in pursuit of this Agreement, provided that the non-defaulting Party satisfies its respective payment obligations under this Agreement relative to the completion of the Phase 2 Design Engineering Work.
- D. Termination of this Agreement is subject to the legal and equitable rights and remedies of the Parties to enforce the terms of this Agreement, including continuing the right of specific performance relative to: (a) each Party's respective payment obligations under this Agreement relative to the completion of the Phase 2 Design Engineering Work; or (b) the performance of any continuing obligations of either Party under this Agreement.

Section 7. Dispute Resolution; Negotiation. The Parties may attempt to resolve any future disputes, including any Events of Default, that may arise between them relative to this Agreement by avoiding termination of this Agreement or litigation. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If either Party has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding either Party's failure to comply with the terms of this Agreement, then a written notice prepared by the affected Party, or their representative, shall be served on the other Party as provided in Section 8(F) of this Agreement (the "Dispute Resolution Notice"). The written Dispute Resolution Notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Party receiving the Dispute Resolution Notice then, within five (5) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the representatives of the Parties within fifteen (15) calendar days after the Dispute Resolution Notice has been delivered as provided herein. If a resolution is not reached within such 15-day period (or such longer period to which the Parties may mutually agree), then either Party may pursue the other remedies available under this Agreement or available under applicable law.

Section 8. General Provisions.

- A. **Amendments.** This Agreement may be amended or modified only by a written amendment approved and executed by each Party.
- B. **Compliance With Laws.** Each Party agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project.

- C. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement are cancelled and terminated and are of no force or effect. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto.
- D. Corporate Approval.** La Grange and Western Springs represent and warrant that their respective corporate authorities have taken proper actions to authorize the approval and execution of this Agreement, and that their respective representatives have signed this Agreement pursuant to such actions in order to bind La Grange and Western Springs to the terms of this Agreement.
- E. Insurance Coverage.** For the duration of this Agreement, the Parties, at their own costs, agree to maintain, at a minimum, the following insurance coverages: (a) commercial general liability insurance policy (which also may be referred to as a public liability insurance policy), including but not limited to coverage for bodily injury, illness, death and property damage, in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Two Million Dollars (\$2,000,000.00) aggregate, for purposes of covering the Parties' and their employees' participation in the Project and their acts and omissions under this Agreement; and (b) worker's compensation insurance policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and Employer's Liability coverage in an amount of \$1,000,000.00 per employee, per accident. Insurance policy or policies of insurance shall specifically recognize and cover its indemnification obligations under this Agreement, and shall contain cross-liability endorsements. All certificates of insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to [Village of La Grange or Village of Western Springs]". In the event of the cancellation of any insurance policy required herein, or upon the Party's failure to procure said insurance, the other Party shall have the right to immediately terminate this Agreement. Membership in an intergovernmental risk pool shall be sufficient to satisfy the insurance coverages to be furnished. Upon request, each Party agrees to furnish to the other Party a certificate of insurance evidencing such insurance coverages.
- F. Notice.** Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, (c) receipt as indicated by the electronic transmission confirmation when sent via facsimile transmission or email, or (d) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified mail, return receipt requested. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received. Notice must be sent to the address set forth below, or to such other address as any Party may specify in writing.

Notice to Western Springs:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
(708) 246-1800
(708) 246-0284 (facsimile)
ebaer@wsprings.com

Notice to La Grange:
Village Manager
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
(708) 579-2316
(708) 579-0980 (facsimile)
jknight@villageoflagrange.com

- G. Force Majeure.** Neither Party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, pandemic, strikes, fires, floods or work stoppages, or acts or failures to act of third parties, excluding acts or failures to act by the Parties or their respective Affiliates. So long as any such delay or default continues, the Party affected by the conditions shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.
- H. No Relationship Created; No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any relationship of partner, joint venture, employee or agent as between the Parties hereto, nor shall this Agreement be construed to create any rights in third parties.
- I. Governing Law/Venue.** This Agreement will be governed and interpreted under the laws of the State of Illinois. The Parties agree that the venue for all disputes, claims and lawsuits arising between the Parties under this Agreement shall be either the Circuit Court of Cook County, Illinois (Chicago/Daley Center) or the United States District Court, Northern District of Illinois (Chicago) and that either court system shall have jurisdiction of such matters and each Party consents to either Court's exercise of jurisdiction.
- J. Waiver.** The failure of either Party at any time to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to later enforce the provision or all terms of this Agreement.
- K. Construction of Agreement.** Each Party had a full and equal opportunity to review this Agreement, and have it reviewed by legal counsel, if the Party desired that review, before the Party approved and entered into this Agreement. Therefore, the rule of construction that an ambiguity may be resolved against the drafter does not apply to this Agreement.
- L. Section Caption Headings.** The headings of each section herein are provided for convenience, only, and are not considered part of this Agreement by the Parties.

M. Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule of law or public policy, or, for any reason, such circumstances shall not have the effect of rendering any other provision(s) contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

N. No Personal Liability. No appointed and elected officials, officers, president and board of trustees, employees, agents, representatives and attorneys of either Party shall be individually or personally liable in any manner under any legal claim or action brought pursuant to law or equity or contract in connection with this Agreement.

O. Counterparts. Counterparts/Facsimile/Email Signatures. This Agreement may be signed in counterparts, all of which together constitute this Agreement. Facsimile or emailed signatures shall constitute original signatures for all purposes.

P. Assignment. No Party may assign this Agreement or any right or obligation, in whole or in part, under this Agreement to any other person or entity.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by properly authorized officials as of the dates listed below. The date of the last signatory shall be the "Effective Date" of this Agreement, which shall be inserted on Page 1 above.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____

VILLAGE OF LA GRANGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

By: _____
Name: _____
Title: _____
Date: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Surplus Declaration of Well #3 Motor

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

The Well #3 pump and motor was pulled out of service in 2017 due to reduction in its pumping capability. Since then, it has been stored in Aurora at the Layne facility (Granite construction). The motor shaft did not turn freely indicating a possible thrust bearing issue. The Village owned a spare Byron Jackson motor that was installed at that time to replace the one that was not functioning properly. Several options were considered by the Village Board in 2017 to either refurbish the old motor or to dispose of it. Due to the mercury seal on the motor it was determined that it was more economical for the Village to purchase a new pump and motor instead of refurbishing it.

Byron Jackson no longer accepts 16" motors in their factory-exchange program for refurbishing due to the mercury seal. The cost to the Village for the decommissioning would be \$25,662.00. Once the work is completed, the Village would receive a Certificate of Recycling, which would clearly state that the mercury-sealed motor was properly decommissioned from the EPA and State approved facility for mercury decontamination.

Financial Impact

Decommissioning of the Village's 450 HP, 16", 2300 Volt Type H Byron Jackson submersible motor at a cost of \$25,662.00.

Recommended Motion

I move to approve the declaration of the Byron Jackson Type H 450 HP, 16" submersible motor from well #3 as surplus and to authorize Layne, a Granite Company (formerly Layne-Christensen) to dispose of the motor and complete any required EPA and state decommissioning.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Western Springs Well 3 Decommission Proposal 11.21.2024



721 W. Illinois Avenue
Aurora, IL 60506
630.897.6941
graniteconstruction.com

November 21, 2024

Ron Derengowski
Water Plant Superintendent
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558

RE: Well No. 3 Motor

Ron,

We are pleased to submit this proposal for the decommissioning of the Village's 450 HP, 16", 2300 Volt Type H Byron Jackson Submersible Motor. This motor has been in Layne's facility since it was pulled from Well 3 in 2017.

As the authorized service center for Flowserve/Byron Jackson in Northern Illinois, we would ship the 450HP motor to Flowserve's vendor, an EPA and State approved facility for mercury decontamination, tear-down & decommissioning. Once this work is complete, the Village would receive a Certificate of Recycling, which will clearly state that your 450HP, 16" Byron Jackson mercury-sealed motor was received and properly decommissioned.

The cost to the Village for the decommissioning would be \$25,662.00, which includes the crating & shipment of the motor to the factory.

We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact us.

Yours very truly,

Jason Gray, P.M.
Jason Gray, P.M.
Area Manager
Layne, a Granite Company

JG/aje



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.C.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Surplus Declaration of Water Meters from Well 3 and Well 4.

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

On October 14-16, 2024, Dahme Mechanical Industries, Inc. and Concentric Integration completed the installation and programming of the new 12" water meter at Well 3 and the 8" water meter at Well 4. The replaced Foxboro meters are more than twenty years old have no economical or functional value to the Village. It is recommended that the replaced meters be approved as surplus property and be disposed of as material scrap. All electrical components have been removed and properly recycled.

Financial Impact

N/A

Recommended Motion

I move to recommend the declaration of the replaced Foxboro 8" and Foxboro 12" water meter as surplus property and to be disposed and recycled as material scrap.

Strategic Plan Alignment

N/A

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.D.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

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

RE: Purchase of Water Meters and Accessories from Water Resources, Inc.

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

The Village will need to purchase water meters and their accessories from Water Resources, Inc. to account for the new residential construction and remodeling that will require an upgrade and larger sized meter to meet building code requirements. Current estimates identify the need to purchase fifteen 1.5" water meters and flange kits, ten 1" water meters and connecting spools, and twenty-five MIU's required for meter reading collection.

Water Resources has provided unit pricing for the individual components, which is attached for the Committee's review. The purchase cost of \$18,501.25 will be recovered to the Village throughout the year as the Village receives the fees generated by the Community Development department at the time the meters and accessories are issued.

Water Resources, Inc., is the distributor for Neptune water meters in the Chicagoland area.

Financial Impact

The purchase of the water meters and their accessories from Water Resources, Inc. at a total of \$18,501.25.

Recommended Motion

I move to approve the purchase of water meters and associated accessories from Water Resources, Inc. at a total cost of \$18,501.25 and to approve the Water Resources Q1 2025 Price List.

Strategic Plan Alignment

Infrastructure Improvement

File Attachments

1. Water Meter Purchase January 25'



Village of Western Springs
Water Meter Purchase
Jan. 2025

<u>Quantity</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
15	1 and 1/2" water meter	\$663.50	\$9,952.50
15	1 and 1/2" flange kit	\$200.00	\$3,000.00
10	1" water meter	\$276.50	\$2,765.00
10	1" connecting spools	\$56.50	\$565.00
25	R900 RF MIU's	\$88.75	\$2,218.75
			<u>\$18,501.25</u>



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.E.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Sewer Televising and Cleaning Services - National Power Rodding Contract Renewal

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached for the Board's review and approval is a renewal letter from National Power Rodding for the Village's sewer televising and cleaning services. This will be the second renewal for the contract, which was awarded by the Village on July 11, 2022.

Financial Impact

The contract with National Power Rodding is not to exceed of \$105,000.00.

Recommended Motion

I move to approve the second renewal for the Village's sewer televising and cleaning services contract for a one-year period with National Power Rodding Corp., for an amount not to exceed of \$105,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. National Power Rodding Contract Renewal 2025
2. National Power Rodding - Agreement



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

January 8, 2025

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Mr. Reid Ruprecht, Vice President
NATIONAL POWER RODDING CORP.
2500 West Arthington Street
Chicago, IL 60612-4108

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

Ref: Contract Renewal-Televising

DEPUTY MANAGER

Casey Biernacki

Dear Mr. Ruprecht,

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

This letter is to confirm that the Village of Western Springs will renew the
the Televising Contract for 2025.

By signing and returning this document, you are accepting the 2025 Contract with the same
specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200
or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Reid W. Ruprecht

Signature

Title Vice President

Date January 8, 2025



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR 2022 SEWER TELEVISION PROGRAM

WEDNESDAY, JULY 6, 2022
10:00 A.M. (PREVAILING TIME)

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VILLAGE OF WESTERN SPRINGS

LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following project(s): **2022 SEWER TELEVISION PROGRAM.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **6th DAY OF JULY 2022** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the project.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois or at www.wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

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

Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Sun Times Newspaper on 6/23/2022.

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

INSTRUCTIONS TO BIDDERS

VILLAGE OF WESTERN SPRINGS

DATE: _____

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

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

2022 Sewer Televising Program
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **6th** day of **July 2022** after which time and at such place all bids will be publicly opened and read aloud.

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

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

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within THIRTY (30) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding THIRTY (30) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

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

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

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all proposals for a period of THIRTY (30) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

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

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

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

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

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

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

PROPOSAL

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

RE: **2022 Sewer Televising Program**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to begin work by **August 1, 2022**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment

bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

Date

Proposed Contractor (Bidder)

Witness

SCHEDULE OF BID PRICES

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

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (6"-12")	LF	10000	\$	\$
2	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (15"-18")	LF	6500	\$	\$
3	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (21"-27")	LF	3500	\$	\$
4	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (30"-42")	LF	1800	\$	\$
5	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (44"-60")	LF	3000	\$	\$
6	CCTV Inspection with Light Cleaning of Sanitary Sewers (8"-12")	LF	32000	\$	\$
7	CCTV Inspection with Light Cleaning of Sanitary Sewers (15"-18")	LF	3500	\$	\$
8	CCTV Inspection with Light Cleaning of Sanitary Sewers (21"-27")	LF		\$	\$
9	CCTV Inspection with Light Cleaning of Sanitary Sewers (30"-42")	LF		\$	\$
10	CCTV Inspection with Light Cleaning of Sanitary Sewers (48"-60")	LF		\$	\$
11	CCTV Inspection with Light Cleaning of Sanitary Sewers (96")	LF		\$	\$
12	Heavy Cleaning (8" - 12")	LF	2000	\$	\$
13	Heavy Cleaning (15" - 18")	LF	1500	\$	\$
14	Heavy Cleaning (21" - 27")	LF	500	\$	\$
15	Heavy Cleaning (30" - 42")	LF	300	\$	\$

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
16	Heavy Cleaning (48"-60")	LF	500	\$	\$
17	Heavy Cleaning (72"-96")	LF		\$	\$
18	Root Cutting (8" - 12")	LF	1000	\$	\$
19	Root Cutting (15" - 18")	LF	1000	\$	\$
20	Root Cutting (21" - 27")	LF	1000	\$	\$
21	Root Cutting (30" - 42")	LF	1000	\$	\$
22	Root Cutting (44"-60")	LF	1000	\$	\$
23	Root Cutting (72"-96")	LF		\$	\$
24	Cut Protruding Taps	EA	10	\$	\$
25	Emergency Crew Labor (TV Truck and VAC Truck)	HR*		\$	\$
26	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR		\$	\$
27	Locate and Mark Pipe Defect	EA	2500	\$	\$
28	Locate Buried Manhole	EA	4	\$	\$
29	Easement and Access to Backyards	LF		\$	\$
TOTAL:					

BASE BID TOTAL.....

(in writing)

*(Minimum 4 on site hours)

Name of Bidder: _____

Address: _____

Telephone No. _____ Fax No. _____

Signature: _____

Name and Title: *(Please Print)* _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20____

My Commission Expires: _____

GENERAL CONDITIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the

Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Additional Work

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit their charges for performing the work and shall not proceed until the Director of Municipal Services or their designee, has approved the charges in writing.

The Village shall retain services with the Contractor for one calendar year, as to account for any additional work that the Village shall request from the Contractor.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify

and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove their equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and

assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such

responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers.

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

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is

prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Contractor

Date: _____ Attest _____

CONTRACTORS CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

_____ hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor

DATED: _____

ATTEST:

AGREEMENT

Agreement made this the _____ in the year 2022 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and _____ hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **2022 Sewer Televising Program**
2. The Contractor agrees that he will be available to commence work on or before **AUGUST 1ST, 2022**. The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **JULY 6TH**, a copy of which is attached hereto and incorporated into this Agreement, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on _____
 - B. Instructions to Bidders dated _____
 - C. Proposal dated _____
 - D. Schedule of Bid Prices submitted by _____ dated _____
 - E. General Conditions dated _____
 - F. General Special Provisions dated _____
 - G. Technical Special Provisions dated _____
 - H. Contractor's Drug Free Workplace Certification dated _____
 - I. Contractor's Certification Regarding Non-Payment of Compensation dated _____

- J. Map
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: Village of Western Springs

By: _____ By: _____
(Name and Title) Alice Gallagher, Village President

*Corporate Seal of corporation *Village Seal

Attest:

By: _____ By: _____
(Name and Title) Elaine Haeske, Deputy Village Clerk

GENERAL SPECIAL PROVISIONS

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Sewer Televising Program** conforming to the terms and conditions set forth herein.

This shall be a unit price contract and shall include all work mentioned in the Project's Plans and Specifications and any other work, not specifically mentioned, that is necessary for completing the work in a skilled and professional manner. Any conflicts or omissions in the Plans or Specifications shall be brought to the attention of the Engineer. The Engineer's decision in resolving such matters shall be final. The Contractor shall in no manner take advantage of conflicts or omissions should they occur, and it shall be the Contractor's responsibility to bring such components of the Contract to the attention of the Engineer so that they can be properly resolved.

1. STANDARD SPECIFICATION COMPLIANCE

Construction provisions shall follow the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2021; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices For Streets and Highways" (IMUTCD); the "Standard Specifications for Water and Sewer Construction in Illinois", 8th Edition, 2020 (referred to hereinafter as the Water and Sewer Specifications), except as modified herein; and the Village of Western Springs Codes and Ordinances, and addenda thereto. Where a contradiction occurs with any part or parts of the specifications, the most stringent requirement shall take precedence, as determined by the Engineer. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

2. INTENT AND SCOPE OF WORK

It is the intent of these specifications and contract that the Village obtain the services of a Contractor to provide CCTV inspections of storm, sanitary sewer, and combined sewer.

The work shall begin by **August 1st, 2022**

The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.

The work consists of internal closed circuit television (CCTV) inspection of sanitary, storm, and combined sewers, including preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection database, videos, and reports.

The video inspection shall determine and document severity and location for the following elements:

- Condition / location / defects for all visible pipe / joints / manhole surfaces.

- Location of structural defects at joints and other pipe surfaces.
- Inflow & infiltration (I/I).
- Confirm size and material of construction.
- Sewer main and service connections.
- Obstructions, such as roots, grease, debris and cross-bores.
- All other requirements of NASSCO PACP V 7.0.4.

3. LOCATION OF PROJECT

The project is located in the Village of Western Springs. Over the next four years of this contract, the project will be primarily located in the Springdale, Ridgewood and Forest Hills Subdivisions. Year one will have some various locations throughout the Village but primary CCTV will concentrate in Springdale and Ridgewood Subdivisions. Year one will include work on Wolf Road and some side yard easements.

4. DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Western Springs for performance of the prescribed work.

Department, Owner, or Village. The Village of Western Springs, Cook County, Illinois.

Engineer. The authorized representative of the Village of Western Springs in immediate charge of the engineering details of a construction project.

5. EXAMINATION OF SITE

Bidders may shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed and the type of trimming required under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other contractor.

6. INSPECTION

All phases of the improvements will be subject to inspection by representatives of the Owner's Public Works Department, or Owner's authorized Consulting Engineer. Projects will not be accepted by the Owner without the final approval of the Owner's Public Works Department.

The Contractor shall be bound by these specifications and by all Village ordinances and codes.

7. TERMS OF CONTRACT

Upon award, the terms of this Contract shall be in full force to the right of the Village of Western Springs (hereafter Owner) to cancel and terminate the same at any time by giving a 30-day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation but will not be entitled to receive any damages on account of such or any further payment whatsoever.

8. BASIS OF PAYMENT

Payment will be upon submittal of an invoice to the Municipal Services Department of the Village by the successful bidder on a net thirty (30) basis unless discount terms are offered. Invoices must include purchase order number, date of each delivery, and quantity of each delivery.

9. ACCEPTANCE AND PAYMENT

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications. Payment will be made when the work is reviewed and accepted by the Village.

10. WORKING HOURS

The Contractor shall begin work no earlier than 7:30AM and be completed by 7:00PM, Monday through Friday.

The Contractor shall keep the Village informed as accurately as possible as to when they plan to commence work and in what way they intend to proceed. In order to accomplish this, at a minimum, the Contractor shall provide advance daily notification (via fax, email, or hand delivered) of the locations the Contractor intends to work that day to the Village's contact person for this project.

11. TRESPASS ON LAND

The Contractor shall confine their operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

12. PENALTY FOR NON-COMPLETION

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of

calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- (1) failure to start work on the specified date and time without notification and approval for a change from the Village;
- (2) failing to show up for scheduled work without notification to the Village;
- (3) starting operations before the allowed time without permission from the Village;
- (4) failure to provide appropriate traffic control and protection; and
- (5) failure to notify the Village in advance of where work will be taking place.

13. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty four (24) hours a day. The Contractor shall return all calls or pages within one (1) hour of the time of the Village's initial placement of the call or page. On-site response time for complaints must be made within 24 hours of the initial call. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the penalties stated herein.

14. NOTICE TO RESIDENTS

The Contractor shall provide and hang notices on doors of all residences and businesses with service lines connected to sewer mains to be cleaned. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Village shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

15. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not

be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

16. RESTORATION

All damage to lawns shall be restored with topsoil and sod. All lawn restoration shall be considered incidental. To minimize damage to lawns, Contractor shall utilize Duramats or other means (protective pads) to buffer equipment traveling across private property. Any equipment required for construction work located on lawns must be rubber-tired or rubber-tracked vehicles only.

All work required to move or protect overhead wires and utility poles shall be considered incidental to the contract.

Any claims for additional work must be presented to the Engineer immediately. Failure of the contractor to notify the Engineer will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the Village of Western Springs and the Engineer.

17. MOBILIZATION

No separate payment will be made for mobilization and demobilization. The work specified under this section shall consist of the preparatory work and operations necessary to mobilize and begin work on the project. This shall include but is not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s). All mobilization costs are incidental to the contract.

18. PERMIT REQUIREMENTS

At this time, the Village does not anticipate any required permits from other agencies. If, during the project, the Contract and Village agree that such a permit is required, The Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements. Work required to comply with permit requirements shall not be paid for separately but shall be considered incidental to the contract.

19. TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable portions of Section 701 and 703 of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions, and Special Provisions contained herein, relating to traffic control.

The Contractor shall maintain traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. The Contractor shall furnish, install, maintain, relocate, and subsequently remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen, and other devices which are to be used for the purpose of controlling traffic.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

STANDARDS: 701801 and 701901.

Details: Traffic Control and Protection for Side Roads, Main Roads, Intersections, and Driveways (TC 10)

Special provisions (Included in these Special Provisions):

- Maintenance of Roadways
- Work Zone Traffic Control Surveillance (LRS 3)
- Flaggers in Work Zones (LRS 4)
- Sidewalk, Corner, or Crosswalk Closure (BDE)
- Standard 701606-10
- Standard 701602-10

Barricades shall be placed and maintained along the limits of the work until the work is completed or as otherwise directed by the Engineer.

The cost of traffic control and protection shall be considered incidental to this project.

20. PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2016

Revised: July 15, 2016

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

21. CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Occupational Safety and Health Standards for construction.

22. WATER USAGE

The Owner will provide all water necessary for the contracted work at no cost to the Contractor. Water shall only be obtained from the fire hydrant located at the Public Works Garage at 1440 Hillgrove Avenue.

The contractor shall keep track of the water usage on a daily basis and shall provide water use records to the Director of Municipal Services or their designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the Contractor for outside work.

The Contractor will be held responsible for damages done to hydrants, water mains and other water appurtenances while securing water. If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

23. REMOVAL & DISPOSAL OF DEBRIS

The Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation from the downstream manhole of the sewer segment being cleaned prior to beginning television inspection. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), the Contractor shall clean such sewer segment(s) at no additional cost.

Debris catchers or baskets will be required to be set in the channel of the downstream manhole during all cleaning operations. Additionally, a "Vactor" or similar vacuum truck must be onsite during all cleaning operations and will be required to be setup on the downstream manhole to pull debris out of the sewer during all cleaning operations. As the sewer jet or other cleaning equipment is in use, the vacuum equipment shall be running in order to prevent debris from moving further downstream. The use of the vacuum truck does not constitute heavy cleaning.

When bucket machines are being used, a suitable container shall be provided to receive the materials dumped from the buckets. The Contractor at their discretion may use an approved container (roll off) for the storage of debris removed from the line segments. All material resulting from the cleaning operations shall be removed from the site when the container has reached 3/4 of its volume, or at least once each working day and disposed of at the permitted disposal site.

Disposal of all sewer debris shall be the responsibility of the Contractor and shall be done in accordance with the Illinois Environmental Protection Agency (IEPA) and all other regulating agencies. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed. Improper disposal of sewage or solids removed from the sewers may subject the Contractor to fines imposed by the Village. In addition, the Contractor may be subject to civil and/or criminal penalties for improper disposal under the law.

All material removed during cleaning shall be removed from the site at the end of each workday. Removal and disposal of all sewer debris shall be incidental to the contract and will not be paid for separately.

24. CLEANUP

The cost of cleanup operations shall be spread evenly through the bid items on the proposal. Clean up shall consist of removing all debris from the job site, and removal of all excess left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations are completed.

25. SEWER ATLASES

The Village shall furnish the Contractor with one (1) copy of the storm and/or sanitary and/or combined sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area. Note that such maps may not be to scale and do not represent the accurate location of all sewers. Unmapped sewer mains within the designated inspection area shall be inspected and paid for at the contract unit price. The Contractor shall track completion progress on the map and note the location of any manholes or pipes not shown on the original map. All field maps shall be turned in to the Village with notes regarding any differences between what is found in the field and on the maps.

26. CLEANING OF SEWERS (GENERAL)

The bidder shall provide all equipment necessary for the proper high pressure water jetting of the sewers prior to the inspection by closed circuit color television services. The purpose of the sewer cleaning operation is to remove such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection.

27. SEWER FLOW CONTROL

This work shall include control of sanitary sewer flow during closed circuit television (CCTV) inspection, sewer cleaning operations, and all other sewer maintenance or inspection activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

During sewer cleaning operations, only 25% of the internal pipe diameter flow or "limited sewage flow" is acceptable. Flows shall be reduced by plugging, blocking, manually operating pump stations or bypass pumping. **During sewer televising operations, only 5% of the internal pipe diameter flow is acceptable.**

Since complete stoppage or bypassing of flow may be required, the Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:

1. Location of temporary sewer plugs and bypass discharge lines indicated on plans
2. Capacities of pumps, prime movers, and standby equipment
3. Type of standby power source
4. Traffic control plan

When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclose to keep noise level less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain sufficient labor, equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

5. Keep standby pumps fueled and operational at all times
6. Maintain on site sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system as necessary.
7. Provide piping, joints and accessories designed to withstand at least twice the maximum system pressure or 50 psi (345 kPa), whichever is greater.

In areas where flows are bypassed, all discharge flow shall be returned to the sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify the Village, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Village.

During plugging or bypass pumping operations the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as describe above. After cleaning, inspection, or rehabilitation work has been completed, restore the flow to normal.

All plugging, bypass pumping and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

28. EQUIPMENT

The Contractor is responsible to provide and maintain all industry-standard equipment required to complete the project. Each crew shall have a vacuum / jetter combination truck equipped with a high velocity gun for washing and scouring manholes and a TV truck. If easement work is required the Contractor shall be required to have off-road equipment as necessary to access off-street sewer areas.

If any equipment gets stuck in the sewer and needs to be dug up, the Contractor is solely responsible for the cost of the dig, complete restoration and repair of sewer and any other costs associated with the retrieval of the equipment.

1. Hydraulic Sewer Cleaning Equipment Requirements:

- a. Hydraulic sewer cleaning equipment shall be the movable dam type constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
- b. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
- c. The Contractor shall take special precautions against flooding prior to using sewer cleaning balls or other equipment that cannot be collapsed instantly.

2. High Velocity Hydro-Cleaning Equipment Requirements:

- a. A minimum of 700 feet of high-pressure hose.
- b. Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
- c. A high velocity gun for washing and scouring manhole walls and floor with the capability of producing flows from a fine spray to a long-distance solid stream.
- d. A 1,500-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
- e. Equipment operating controls located above ground.
- f. Minimum working pressure of 1,000 pounds per square inch at a 60-80 gpm.

3. Mechanical Cleaning Equipment Requirements:

a. Bucket Machines:

- 1) Furnish with buckets in pairs and with sufficient dragging power to perform the work efficiently.
- 2) Use V-belts for power transmission or have an overload device. No direct drive machines will be permitted.
- 3) Be equipped with a take up drum and a minimum of 500 feet of cable.

- b. Rodding Machines:
 - 1) Either sectional or continuous.
 - 2) Hold a minimum of 750 feet of rod.
 - 3) The rod shall be specifically heat-treated steel.
 - 4) The machine shall be fully enclosed and have an automatic safety throw out clutch or relief valve.
 - c. Lumberjack & Impact Cutters
 - 1) Lumberjack high speed low torque multi-purpose cutters
 - 2) Speeds up to 50,000 rpm
 - 3) Paikert low-speed, high-torque auger cutter
4. Closed Circuit Television Equipment
- a. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment necessary to the televising operation. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and pipe joint sealing and testing.
 - b. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions.
 - c. The TV camera shall have a rotating head with a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas. The camera shall be ZOOM capable.
 - d. The TV camera shall be equipped with remote control devices to adjust the light intensity and at a minimum one thousand (1,000) feet of continuous cable shall be provided. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segments. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting. Auxiliary lighting shall be used for sewers larger than 12-inch diameter.
 - e. For manholes that may be difficult to access or where lamp holes are present in the place of manholes, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.
 - f. The TV camera shall be able to provide a continuous image of not less than ninety percent (95%) of the internal pipe surface at all times for sewers 8" through 18" in diameter and not less than eighty percent (90%) of the internal pipe surface for sewers over 18" through 48" in diameter. Maximum acceptable speed of camera through sewer shall be thirty (30) feet per minute.
 - g. The camera, television monitor and other components of the video system shall be capable of producing a minimum 650 line resolution color video picture.

- h. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- i. The camera shall be able to be equipped with skids or floatation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.
- j. Electronic media shall visually display and include a narrative noting:
 - 1) Date, time of day, and depth of flow;
 - 2) Sewer segment number "from manhole to manhole";
 - 3) Distance from upstream manhole'
 - 4) Locations of service connections into sewer;
 - 5) Location of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition and distance in feet from the upstream manhole centerline.
- f. The remote reading footage counter shall be accurate to less than 1 percent error over the length of each pipe segment.
- h. Digital images should be provided in the common format accessible by Windows Media Player or approved equal.

TECHNICAL SPECIAL PROVISIONS

ITEMS #1 TO #11: CCTV INSPECTION WITH LIGHT CLEANING

This item shall consist all equipment, materials, labor, and deliverables to complete Light Cleaning and CCTV Video Inspection of sewers.

Light Cleaning

Light cleaning shall consist sewer and adjacent manhole cleaning and shall include up to three (3) full passes with the jet hose to provide the industry standard 95% cleaning as required for the proper PACP V 7.0.4 recording of sewer observations. A single pass is moving both the camera and the jetter over the full length of the pipe, starting from the center of one manhole to another manhole. The Contractor may exercise their professional judgment to extend efforts beyond what is defined here as "light" without prior approval as long as it will not become an additional cost to the Village. The purpose of this cleaning is to remove dirt, debris, rocks, broken pipe and any other accumulation within the pipe where it has been determined through a visual inspection that only small amounts of debris exist within the sewer and cleaning would require not more than three (3) passes through the line with high pressure water jetting equipment. The use of a vactor truck or debris catcher is required in each downstream manhole in order to remove the debris and prevent it from passing further downstream. Should dirt or debris be observed and/or detected, in a manhole or sewer after cleaning, the Contractor shall re-clean said manhole and the adjacent downstream sewer segment(s) at no additional cost.

Video Inspection

Video Inspection shall include all field work necessary to obtain the required PACP V7.0.4 inspection data, PACP grading, MS Access Database and video inspection, including the recording of the unique Pipe Segment ID Number for all pipe sections. If upon starting a Video Inspection the line segment is determined to need heavy cleaning, the contractor shall notify the Project Engineer or Village Project Manager and obtain approval before performing heavy cleaning.

Where obstructions within the sewer line prevent the passage of televising equipment, they shall reset their equipment to pass through the sewer line section from the other end and thereby complete the inspection. No additional payment shall be made for reverse setups.

The jetter nozzle shall always accompany the camera. This will help ensure that the maximum area of pipe is visible.

Before the camera crawls into the pipe, the operator shall use a tape measure to confirm the diameter of the pipe. The measure down shall be recorded and included in the video.

Sewer Televising

The Contractor shall furnish all labor, electronic equipment and technicians schooled and licensed in PACP 7.0.4 format, to perform the closed-circuit television inspection of the sewers. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio, controlling the movement of the television camera through the sewer in either direction one segment at a time.

The video operator(s) shall be Pipeline Assessment Certification Program (PACP) certified by the National Association of Sewer Service Companies (NASSCO) and will be required to show proof of PACP ID or certification before performing work on this project. Certification dates must be current including renewal every three years. Operators with EXPIRED PACP ID numbers will not be allowed to work on the project until they have undergone the renewal process. The Contractor shall provide copies of each equipment operator's Certification Number at the preconstruction conference.

The Contractor shall begin each inspection with an onscreen written and verbal explanation of the project name, a detailed description of the location, the manhole-to-manhole segment, the direction of flow, the direction of camera setup, and date. The depth (rim - invert) of each manhole shall be included on the report as well. A continuous footage counter shall be provided during the entire inspection and shall be used to accurately record the locations of defects, connections, or objects in the pipe. The counter shall be accurate to two tenths of a foot. Maintain verbal commentary to identify any item that is called out on the report.

All inspections shall begin and end in the center of the manhole. The start of the video shall NOT begin already in the pipe segment. At the end of each inspection, the Contractor shall pan the camera around the ending manhole to get a view of what it looks like for identification purposes as well as documenting all incoming pipes.

The camera shall be moved through the line in either direction at a uniform rate of 30 feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. The Contractor shall take all necessary measures to televise 95% of the internal surface of each sewer segment in its entirety. If dewatering with the jet truck, plugging, or bypass pumping is required to see 95% of the pipe, this shall be done at no additional charge to the Village.

Stop televising if the camera becomes submerged. Use high-pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping if necessary and as approved by the Project Engineer, Project Manager, or their designee.

Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.

If any obstruction in the sewer segment such as a protruding building lateral prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segments by making a reverse set up at the next downstream manhole. A tap which protrudes beyond 1/2" must be removed during television inspection or prior to lining operations. No additional payment shall be made for reverse setups.

All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the Village by the Contractor referencing the location and nature of the obstruction.

The Contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.

The Contractor shall be responsible for any damage to public or private property resulting from his/her televising activities and shall repair or otherwise make whole such damage at no cost to the Village.

Videos, Reports, and Database Deliverables

Electronic media of all sections shall be provided to Village, and includes the following

- Videos
- Still-Shot Images
- Report PDFs
- Excel file of completed inspections
- One Microsoft Access PACP Database

The Contractor shall provide a color digital video of all pipeline segments in “.mpg” format on two external hard drives with USB connections. **Each video shall be named according to the “upstream manhole number – downstream number.mpg” format. For example, a pipe segment video with an upstream manhole of 12345 and downstream manhole 67890 would be named “12345 - 67890.mpg”.** Separate MPEG-3 files and PDF reports with still images shall be created for each manhole-to-manhole pipe segment inspected.

Video recordings shall be one file per sewer line section and shall be included on the external hard drives submitted. Total drives submitted for final acceptance at the end of the project shall be two.

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each defect or observation. The use of time codes for defect location shall NOT be deemed equivalent or acceptable. The digital recording and inspection data is to be cross-referenced for instant access to any point of interest within the digital recording. The inspection information shall include the digital recording of video and audio, segment identification information (starting manhole, date, time, etc.) including a pointer from each observation to the digital recording (video frame number), and any accompanying digital still images (JPEG or BMP).

Any out-of-focus video recordings, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Inspections shall be performed using NAASCO's PACP version 7.0.4. The sewer pipe video inspection reports must be saved with the PACP overview report.

Audio and video observation documentation is to be provided in the most up-to-date form of a NAASCO PACP (V7.0.4) coding methodology database. The PACP Version 7.0.4 data base shall include all header information as well as any observations recorded. Links to the videos and the .pdf format of the reports shall be included within the data base. This data base shall be updated monthly and shall contain every observation from the beginning of the project through current delivery date.

The deliverable video files shall be full-color, high-resolution, and shall include all pipe surfaces above the water line. At each lateral and connected service line, the camera shall stop, rotate, and record a clear image of the lateral or service line to determine condition and if it is active or inactive.

The Contractor is required to submit **one** Microsoft Access Database, consistent with PACP version 7.04, that includes all inspection data, condition data, and PACP ratings. If more than one MS Database is provided or if inspection data is missing from the database, the Village will reject the database(s) and require the Contractor to revise and resubmit until sufficient with requirements.

The television inspection reports shall be provided both electronically in Adobe Acrobat Reader ".pdf" format as well as two bound hardcopies of the printed paper report. The file naming format shall follow a similar format to the video naming format. **Each inspection report shall be named according to the "upstream manhole number – downstream manhole number.pdf" format. For example, a pipe segment with an upstream manhole of 12345 and downstream manhole 67890 would be named "12345 - 67890.pdf".**

The final report files, electronic pdf formats, shall include a still shot image of every observation. These detailed reports shall include the following information at a minimum:

- Project Name
- System Owner Name
- Survey Customer Name
- Contractor Name, Phone Number & Address
- Surveyor's Name & PACP Certification Number
- Date and Time of Televising
- Location (Street Name and Number)
- Address (nearest to each manhole)
- Rim to Invert (for both Upstream & Downstream Manholes)
- Pipe Segment ID Number
- Upstream Manhole Number & Downstream Manhole Number
- Weather
- Segment Length
- Joint Length
- Pipe Material
- Pipe Height (and Width if not Circular)
- Total Pipe Length
- Total Length Surveyed
- Flow Control
- Tape/Media Number
- Pre-Cleaning / Cleaning method
- Pipe condition observations (i.e. grease, roots, deposits, cracks, fractures, sags voids etc.)
- Location of all service connections (description of active vs. inactive)
- Location of all manholes
- Still shot photos of each observation
- NASSCO – Structural, O&M and Overall Ratings

The Contractor shall be responsible for accurately recording the Pipe Segment ID Number from the Village GIS map for each pipe segment for inclusion into the pipe inspection record header information. Please note that each Pipe Segment ID Number is unique to each MH to MH section. Final acceptance of data will not be considered if the Pipe Segment ID Number is recorded incorrectly. The Village GIS map will be provided in both .pdf and hard-copy formats.

Daily Data Delivery

The Contractor shall provide daily reports for the previous day's work to the Engineer. The Contractor shall call the Village or Engineer with critical and/or emergency issues as they are encountered such as:

- Collapsed pipes
- >50% flow restriction
- Surcharged Pipes
- Utility pipes/cables through the sewer
- Buried manholes
- Any other potential emergency issues

The Contractor shall provide daily work summaries for the previous day's progress.

Monthly Data Delivery

The Contractor shall provide the Engineer with (2) hard drives prior to the submittal or processing of each invoice. The hard drives shall include the following information:

- The associated video files and .PDF forms for each line segment televised to date. One digital copy of all files shall be provided on portable USB hard drives.
- A detailed breakdown of segments cleaned and televised for each invoice shall be required including MH to MH segment, pipe size, length and date work was performed.
- A master spreadsheet that has a record for each line segment televised to date. The spreadsheet shall be in Excel format and shall have hyperlinks to both the video files and the associated .PDF of the scanned paper report for each section of sewer televised. The spreadsheet shall include the following information for each record - Upstream and Downstream Structure Numbers, Date Televised, Televised Length, Pipe Size, NASSCO Pipe Severity Rating, and links to both the Video and the .PDF files.

Final Data Delivery

At the end of the project, the Contractor shall provide two (2) complete sets of all digital video files on individual portable USB powered hard drives. The hard drives shall include the following information:

- **ONE** Microsoft Access Database in **PACP 7.0.4** format that includes all inspections and detail location, type, and severity of all defects. The database should include all inspection data, condition data, and all **PACP Ratings**.
- A Master Spreadsheet that has a record for each line segment televised to date. The spreadsheet shall be in Excel format and shall have hyperlinks to both the video files and the associated .PDF of the PACP & Pipe Segment View report for each section of sewer televised. The spreadsheet shall include the following information for each record - Upstream and Downstream Structure Numbers, Date Televised, Televised Length, Pipe Size, NASSCO Pipe Severity Rating, and links to both the Video and the .PDF files.
- All digital videos .mpg files, individual reports (in pdf format) of the PACP & Pipe Segment View Reports for each pipe section, to include a graphical representation of the pipe, service locations / directions, defect locations, **AND STILL-SHOT PHOTOS OF EACH OBSERVATION.**

- The Contractor shall hand-write notes on the maps provided by the Village. This shall include confirmation of sections that were completed, any variations discovered such as differing pipe diameter, missing pipe sections, missing manholes, etc. and labeled by the Contractor as necessary to correlate to video / photo / database labels. Also, any buried or unmapped manholes located shall be marked with dimensions to upstream and downstream manholes.
- All USB flash drives and portable USB hard drives shall become the property of the Village upon delivery.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** for CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range and shall include all labor and material required for television inspection, light cleaning, electronic media, digital database and all appurtenances required to complete the work. The total quantity for each section shall be the measured straight line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required. The Contractor will not be paid for redundant or overlapping CCTV inspections.

ITEMS #12 TO #17: HEAVY CLEANING

Heavy cleaning shall be required where it has been determined that large deposits of debris remain in the sewer lines and complete cleaning of the segment would require more than the industry standard three (3) passes through the line with high pressure water jetting equipment. Wherever four (4) or more passes are required to completely clean the pipe segment, it shall be brought to the attention of the Engineer so that this item can be approved by the Engineer before proceeding to "Heavy Cleaning" of the sewer. Without prior knowledge or approval by the Engineer or Village, the Village reserves the right to deny payment for "Heavy Cleaning".

Equipment

The heavy cleaning equipment to be used shall facilitate the removal of such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection. The pipe must be free flowing with no obstructions to allow for a complete and thorough inspection.

Bucket machines, rodding machines, lumberjacks, augers and 120 gpm or higher hydro jetting equipment can be utilized in this heavy-duty cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines.

Execution

No debris shall pass into downstream segments during the cleaning operation. The video inspection must begin before the heavy cleaning takes place, in order to get visual confirmation of the initial pipe condition.

The Contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The Contractor is responsible for completing all necessary cleanup and restoration required as a result of backups or flooding onto/into public or private property at no additional cost to the Village.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** for HEAVY CLEANING per pipe size range and shall include all material, and labor required. The total quantity for each section shall be the measured straight-line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required. This pay item must be approved by the Engineer prior to proceeding. HEAVY CLEANING shall be paid for as an additional cost to item CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range.

ITEMS #18 TO #23: ROOT CUTTING

Root cutting shall be required where it has been determined that root growth is substantial and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection.

Wherever root cutting is required it shall be brought to the attention of the Engineer so that this item can be approved by the Engineer before proceeding to "Root Cutting" of the sewer. Without prior knowledge or approval by the Engineer or Village, the Village reserves the right to deny payment for "Root Cutting."

The root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall be on the root cutter at all times to ensure damage is not caused from root cutting.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** for ROOT CUTTING per pipe size range and shall include all material, and labor required. The total quantity for each section shall be the measured straight-line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required. This pay item must be approved by the Engineer prior to proceeding. Any damages caused to the sewer main or sewer service lateral during tap cutting shall be the responsibility of the Contractor and shall be repaired at no additional expense. ROOT CUTTING shall be paid for as an additional cost to item CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range.

ITEM #24: CUT PROTRUDING TAPS

For break-in service connections that protrude more than one inch into the sewer, the Contractor shall remove the protruding portion of the tap in preparation for cured-in-place pipelining. Cutters used shall be power-driven cutting devices (lateral cutters) designed to remove protruding taps.

Cutters shall be capable of slicing laterally through cast iron, 3/4" rebar and anchors, clay tile, and concrete protruding into sewer lines.

The Contractor shall cut protruding taps so that protrusions are no greater than 1/2 inch. While using a protruding tap cutter, slow RPM will cut more effectively than rapid RPM. The Contractor shall maintain a steady flow and RPM while cutting and shall flush cut and broken pieces out before proceeding. If a protruding tap cannot be removed by the cutting device, then the Engineer shall be notified to determine if a point repair will be necessary. Obtain authorization from the Engineer before proceeding.

The Contractor shall record the tap cutter while removing protruding taps through CCTV inspection. Prior to payment for each cut protruding tap, the Contractor shall submit the protruding tap removal video recording and pre and post video recordings of the main pipe.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Each** for CUT PROTRUDING TAPS and shall include all material, and labor required. Protruding taps shall be cut with approved lateral cutters and shall not be cut with root saws. Any damages caused to the sewer main or sewer service lateral during tap cutting shall be the responsibility of the Contractor and shall be repaired at no additional expense.

ITEM #25: EMERGENCY CREW LABOR (TV TRUCK AND VAC TRUCK)

This item will cover the scope of work for emergency On-Call services related to cleaning and televising work that does not fall under a specific bid item on this project. In the event of an emergency, the Village may request CCTV inspection services within the calendar year of the Contract start with a required response time of less than 24 hours. The Contractor shall provide a complete cleaning and televising crew outfit with all of the equipment necessary for cleaning and televising to be performed on an hourly basis required of the emergency, no less than 4 hours on site. Response to requests for Emergency On-Call CCTV Inspection not within the required 24-hour emergency response time frame will be paid at the applicable non-emergency per-foot rate. Emergency inspection may require cleaning and televising of service laterals where Contractor must furnish necessary equipment. Contractor is to remain as the Emergency Crew Labor on-call for 1 calendar year after start of Contract.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per hour (minimum 4 on site hours)** for EMERGENCY CREW LABOR (TV TRUCK AND VAC TRUCK) and shall include all labor, equipment and materials required to complete the work.

ITEM #26: ON-CALL CREW LABOR HOURS (TV TRUCK AND VAC TRUCK)

Description. This item will cover the scope of work for additional On-Call services related to cleaning and televising work that does not fall under a specific bid item on this project. Requirements for On-Call Labor Hours are that they must be approved by the Village in advance of the Contractor performing the work. The Contractor shall provide a complete cleaning and

televising crew outfit with all of the equipment necessary for cleaning and televising to be performed at an hourly rate. On-Call inspection may require cleaning and televising of service laterals where Contractor must furnish necessary equipment, services related to dyed water flooding, or anything additional and beyond the Contract with prior approval by the Village. The Contractor is to remain as the On-Call crew for 1 calendar year after start of contract.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Hour** for ON-CALL LABOR HOURS and shall include all labor, equipment and materials required to complete the work.

ITEM #27: LOCATE AND MARK PIPE DEFECT

This item shall include field locating, field marking, and a GPS point survey of pipe failures and major system defects. The Engineer will provide direction during the course of the project as to what specific pipe conditions (PACP 7.0.4 codes) shall be located in this manner. The defects that are required to be located are as follows:

- Collapsed Pipe
- Deformed Pipe
- Hole in Pipe
- Lining Failure
- Infiltration: Gusher
- Impassable Blockages
- Utility pipes/cables through sewer
- Other Potential Emergency Issues

The location shall be determined above ground via two methods. First, a camera-mounted sonde and compatible detection wand shall be utilized to locate and paint / flag the location while the camera is halted at the failure / defect point. Second, the Contractor shall utilize a measuring wheel or tape to measure from the manhole to the failure point (based on camera reel counter footage) for confirmation that the correct location is marked. Upon confirmation of location, the failure point shall be thoroughly painted (oil-based white) in paved areas and staked in vegetated areas. The defect shall be labeled with the applicable PACP code abbreviation. A GPS coordinate shall then be obtained to sub-meter accuracy.

Basis of Payment

This item shall be paid at the Contract Unit Price **per each** for LOCATE AND MARK PIPE DEFECT located and shall include all labor, equipment and materials required to complete the work. The Engineer must visually inspect the defect before approving the locating of the defect.

ITEM #28: LOCATE BURIED MANHOLE

This item shall include field locating, field marking, and a GPS point survey of buried manholes. The location shall be determined above ground via three methods. First, a camera-mounted sonde and compatible detection wand shall be utilized to locate and paint / flag the location while the camera is halted within the buried manhole. Second, the Contractor shall utilize a measuring wheel or tape to measure from the entry manhole to the buried manhole (based on camera reel counter footage) for confirmation that the correct location is marked. Third, a metal detector shall be utilized to confirm location if possible. Upon confirmation of location, the buried manhole shall

be thoroughly painted (oil-based white) in paved areas and staked in vegetated areas. A GPS coordinate shall then be obtained to sub-meter accuracy. The Contractor shall also send an area photograph of the location to the Engineer showing the marked location and its surroundings.

Basis of Payment

This item shall be paid at the Contract Unit Price **per each** for LOCATE BURIED MANHOLE and shall include all labor, equipment and materials required to complete the work. The Engineer must be notified as soon as the manhole has been found via CCTV. The manhole must be drawn onto the field map, as well as clearly marked on the ground.

ITEM #29: EASEMENT AND ACCESS TO BACKYARDS

This is defined as cleaning and televising in the backyard where the work requires the set-up of equipment in a backyard easement. The use of easement machines, duramats (or equivalent), surface televising of the area beyond the ROW required to access the structures, and additional measures as necessary to prevent damage and accomplish the task shall be included in this item.

Cleaning and televising of easement mains, where setup and removal of material can be undertaken from adjacent manholes in the public right-of-way do not qualify to be paid for as Easement Access to Backyards.

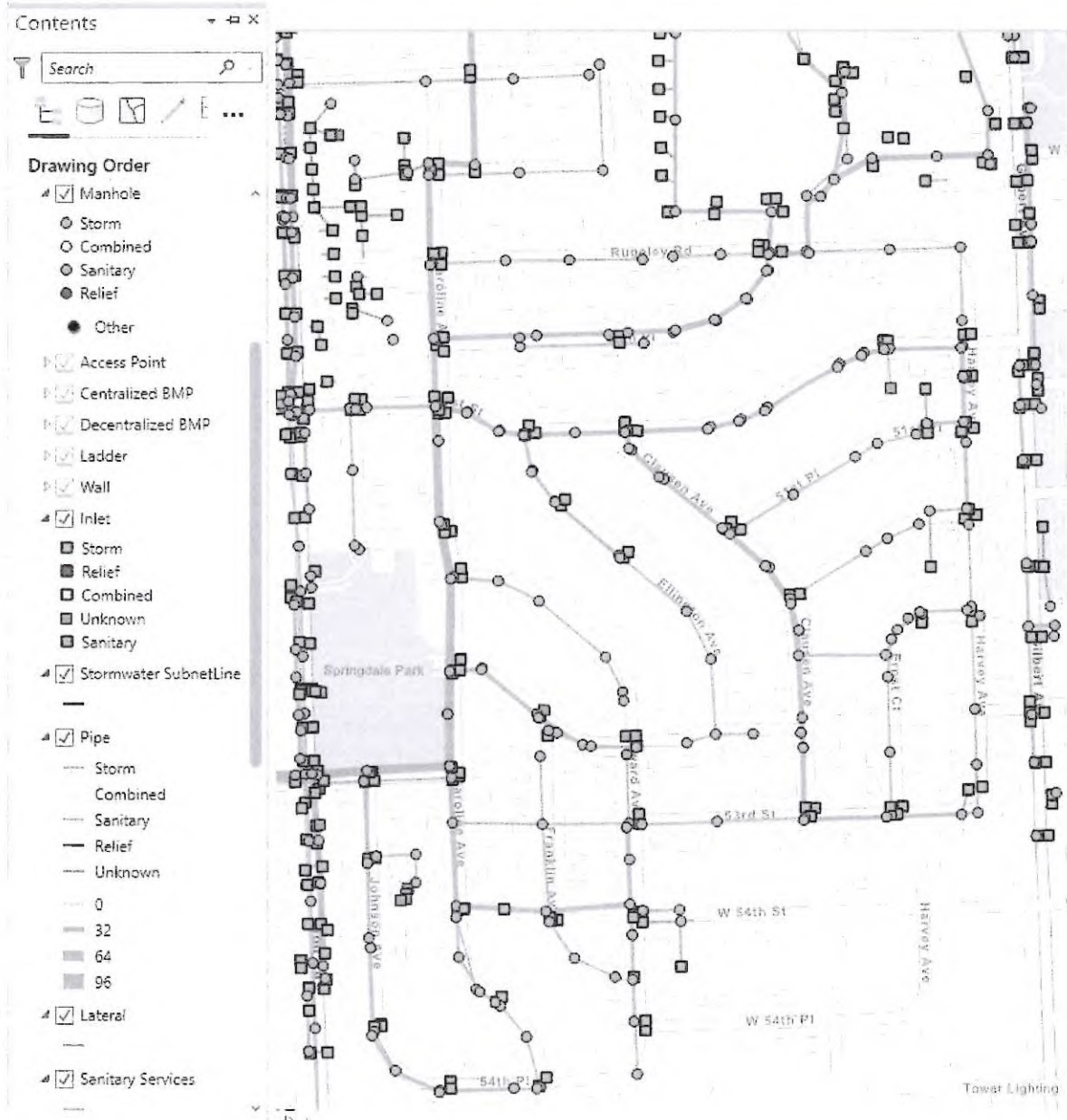
Extreme caution shall be exercised to protect the existing trees, signs, light posts, etc. within or near the limits of all work.

Basis of Payment

This work item shall be paid at the Contract Unit Price **per Linear Foot** as EASEMENT AND ACCESS TO BACKYARDS and paid for as an additional cost to item CCTV INSPECTION WITH LIGHT CLEANING per sewer type and pipe size range.

APPENDIX

A. Springdale Subdivision Sewer Map



B. Ridgewood Subdivision Sewer Map



AGREEMENT

Agreement made this the July 11th in the year 2022 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and National Power Rending Corp. hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **2022 Sewer Televising Program**
2. The Contractor agrees that he will be available to commence work on or before **AUGUST 1ST, 2022**. The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **JULY 6TH**, a copy of which is attached hereto and incorporated into this Agreement, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on June 23
 - B. Instructions to Bidders dated June 23
 - C. Proposal dated July 6
 - D. Schedule of Bid Prices submitted by NPR dated July 6
 - E. General Conditions dated July 6
 - F. General Special Provisions dated July 6
 - G. Technical Special Provisions dated July 6
 - H. Contractor's Drug Free Workplace Certification dated July 6
 - I. Contractor's Certification Regarding Non-Payment of Compensation dated July 18

- J. Map
- K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- L. Required Performance and Payment Bonds.
- M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

By: _____
(Name and Title)

*Corporate Seal of corporation

Attest:

By: _____
(Name and Title)

Village of Western Springs

By:

Alice Gallagher

Alice Gallagher, Village President

*Village Seal

By:

Elaine Haeske

Elaine Haeske, Deputy Village Clerk

PROPOSAL

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

RE: **2022 Sewer Televising Program**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that they and their surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to begin work by **August 1, 2022**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

National Power Rodding Corp.
2500 West Arthington Street
Chicago, IL 60612

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

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

BOND AMOUNT: Five Hundred and 00/100

(\$500.00)

PROJECT:

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

2022 Sewer Televising Program

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

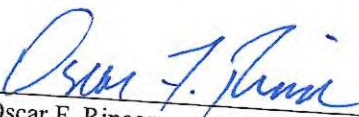
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 6th day of July 2022



(Witness) Reid W. Ruprecht, Vice President



(Witness) Oscar F. Rincon

National Power Rodding Corp.
(Principal)

(Seal)

(Title) William T. Kreidler, President

Travelers Casualty and Surety Company of America
(Surety)

(Seal)

(Title) Peter S. Forker, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **July**, 2022.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 6th day of July, 2022, before me personally
appeared Peter S. Forker,
Travelers Casualty and Surety Company of America, known to, me to be the Attorney-in-Fact of
_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Oscar F. Rincon
Notary Public in the State of Illinois
County of Cook

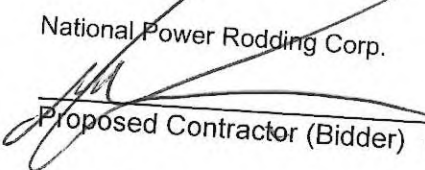
bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

National Power Rodding Corp.

July 6, 2022
Date


Proposed Contractor (Bidder) William T. Kreidler, President


Witness Reid W. Ruprecht, Vice President

SCHEDULE OF BID PRICES

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

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
1	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (6"-12")	LF	10000	\$ 2.00	\$ 20,000.00
2	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (15"-18")	LF	6500	\$ 3.00	\$ 19,500.00
3	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (21"-27")	LF	3500	\$ 3.50	\$ 12,250.00
4	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (30"-42")	LF	1800	\$ 5.00	\$ 9,000.00
5	CCTV Inspection with Light Cleaning of Storm/Combined Sewers (44"-60")	LF	3000	\$ 5.00	\$ 15,000.00
6	CCTV Inspection with Light Cleaning of Sanitary Sewers (8"-12")	LF	32000	\$ 2.00	\$ 64,000.00
7	CCTV Inspection with Light Cleaning of Sanitary Sewers (15"-18")	LF	3500	\$ 3.00	\$ 10,500.00
8	CCTV Inspection with Light Cleaning of Sanitary Sewers (21"-27")	LF		\$ 50.00	\$
9	CCTV Inspection with Light Cleaning of Sanitary Sewers (30"-42")	LF		\$ 50.00	\$
10	CCTV Inspection with Light Cleaning of Sanitary Sewers (48"-60")	LF		\$ 50.00	\$
11	CCTV Inspection with Light Cleaning of Sanitary Sewers (96")	LF		\$ 200.00	\$
12	Heavy Cleaning (8" - 12")	LF	2000	\$ 1.00	\$ 2,000.00
13	Heavy Cleaning (15" - 18")	LF	1500	\$ 1.00	\$ 1,500.00
14	Heavy Cleaning (21" - 27")	LF	500	\$ 3.00	\$ 1,500.00
15	Heavy Cleaning (30" - 42")	LF	300	\$ 5.00	\$ 1,500.00

Item #	Item Description	Unit	Estimated Quantities	Unit Price	Total Price
16	Heavy Cleaning (48"-60")	LF	500	\$ 5.00	\$ 2,500.00
17	Heavy Cleaning (72"-96")	LF		\$ 150.00	\$
18	Root Cutting (8" - 12")	LF	1000	\$ 1.00	\$ 1,000.00
19	Root Cutting (15" - 18")	LF	1000	\$ 1.00	\$ 1,000.00
20	Root Cutting (21" - 27")	LF	1000	\$ 2.00	\$ 2,000.00
21	Root Cutting (30" - 42")	LF	1000	\$ 2.00	\$ 2,000.00
22	Root Cutting (44"-60")	LF	1000	\$ 2.00	\$ 2,000.00
23	Root Cutting (72"-96")	LF		\$ 150.00	\$
24	Cut Protruding Taps	EA	10	\$ 100.00	\$ 1,000.00
25	Emergency Crew Labor (TV Truck and VAC Truck)	HR*		\$ 850.00	\$
26	On-Call Crew Labor Hours (TV Truck and VAC Truck)	HR		\$ 700.00	\$
27	Locate and Mark Pipe Defect	EA	2500	\$ 3.00	\$ 7,500.00
28	Locate Buried Manhole	EA	4	\$ 250.00	\$ 1,000.00
29	Easement and Access to Backyards	LF		\$ 25.00	\$
TOTAL:				\$ 176,750.00	

BASE BID TOTAL One Hundred Seventy Six Thousand Seven Hundred Fifty and 00/100
 *(Minimum 4 on site hours) (in writing)

Name of Bidder: National Power Rodding Corp.
Address: 2500 W Arthington St.
Chicago, IL 60612
Telephone No. 312-666-7700 Fax No. 312-666-0748
Signature: [Signature]
Name and Title: (Please Print) William T. Kreidler, President
Date: July 6, 2022
Subscribed and sworn before me this 6th day of July, 2022

My Commission Expires: 12/28/2025

Amanda M Camarena



GENERAL CONDITIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the

Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Additional Work

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit their charges for performing the work and shall not proceed until the Director of Municipal Services or their designee, has approved the charges in writing.

The Village shall retain services with the Contractor for one calendar year, as to account for any additional work that the Village shall request from the Contractor.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify

and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove their equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and

assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such

responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers.

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

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is

prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

National Power Rodding Corp.

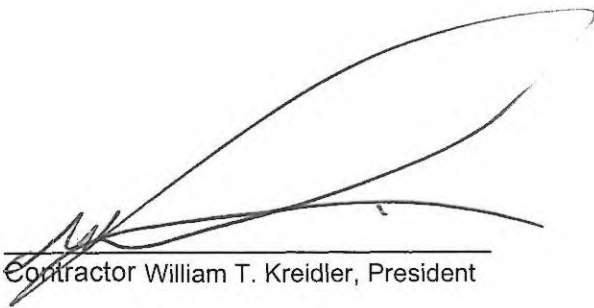
Contractor William T. Kreidler, President

Date: July 6, 2022

Attest

CONTRACTORS CERTIFICATION REGARDING NON-PAYMENT OF COMPENSATION Reid W. Ruprecht, Vice President

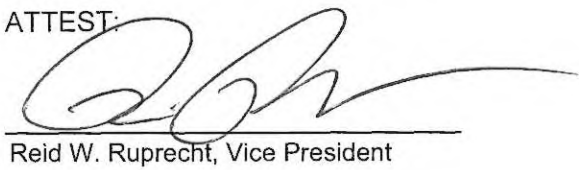
William T. Kreidler hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.



Contractor William T. Kreidler, President

DATED: July 6, 2022

ATTEST:



Reid W. Ruprecht, Vice President



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-0748
www.nationalpowerrodding.com

REFERENCES

1. **Buena Vista Charter Township** **\$380,000.00**
1160 S. Outer Dr.
Saginaw, MI 48601
Cleaning and Televising of Sanitary Sewer Utilities Completed
05/2022
2. **City of Wausau** **\$350,000.00**
Diane L. Thoun, P.E., 715-845-1333 (Diane.Thoun@clarkdietz.com)
407 Grant St.
Wausau, WI 54403
Industrial Park Force Main Rehab - Clean & TV 14" Force Main Completed
04/2022
3. **Village of McCook** **\$70,000.00**
Thomas R. Brandstedt, 630-887-8640 (tbrandstedt@novotnyengineering.com)
5000 Glencoe Ave.
McCook, IL 60525
Sanitary Sewer Cleaning, Televising and Smoke Testing Completed
01/2022
4. **City of East Chicago** **\$2,678,152.75**
Shawn H. Strange, P.E. 317-216-7705 (ssstrange@firstgroupengineering.com)
5925 Lakeside Blvd.
Indianapolis, IN 46278
2021 Roxanna Neighborhood Storm Study Pipelining Completed
01/2022
5. **North Shore Water Reclamation District** **\$75,000.00**
Greg Grenyo (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Lake Forest Forcemain and Sewer (F7) Inspection Completed
12/2021
6. **City of East Chicago** **\$280,000.00**
Anthony Kennig, 219-836-5884, Ext. 205 (akennig@dlz.com)
c/o DLZ Engineering
900 Ridge Rd., Suite L
Munster, IN 46321
Indianapolis Blvd. Sewer Investigation Completed
12/2021
7. **Village of Hinsdale** **\$45,000.00**
Mark Pelkowski, 630-789-7058 (mpelkowski@villageofhinsdale.org)
19 E. Chicago Ave.
Hinsdale, IL 60521
Sewer Cleaning, Televising & Root Cutting, Bid #1680 Completed
12/2021
8. **Village of LaGrange** **\$20,000.00**
Timothy Carter, 630-352-8751 (tcarter@baxterwoodman.com)
c/o Baxter & Woodman
8678 Ridgefield Rd.
Crystal Lake, IL 60012
2021 Sewer Cleaning & Televising Project, 2021-009 Completed
12/2021



NATIONAL POWER RODDING

A Carylton Company

REFERENCES

9. **Village of Machesney Park** **\$130,000.00**
Christopher Dopkins, 815-636-9590 (cdopkins@mcmgrp.net)
c/o McMahon Group
1700 Hutchins Dr.
Machesney Park, IL 61115
Harlem Road Improvements – Storm Sewer Clean & Televis
Completed
11/2021
10. **Kimberly Heights Sanitary District** **\$260,000.00**
Greg Kamplain, 815-412-2016 (GKamplain@reld.com)
C/O Robinson Engineering
10045 W. Lincoln Hwy
Frankfort, IL 60423
North Basin Lateral Grouting (21-R0400)
Completed
10/2021
11. **Village of Lombard** **\$65,000.00**
Ray Schwab, 630-620-5979 (schwabR@villageoflombard.org)
225 E. Wilson Ave.
Lombard, IL 60148
Sanitary Sewer CCTV Inspection and Cleaning, Project PROG 50 (FY21)
Completed
08/2021
12. **City of Cedar Rapids** **\$787,967.34**
David C. Stender Cell: 331-201-1492 (D.Stender@cedar-rapids.org)
Water Administration Building
1111 Shaver Rd NE,
Cedar Rapids, IA 52402
Anaerobic Sewer Inspection
Cleaning, Televising and Sonar of 22,000 LF of 18"-36" Anaerobic Sewer Main
Completed
08/2020
13. **City of Pueblo, CO** **\$2,448,260.00**
Chris Bratnick, (719) 553-2891; (cbratnick@pueblo.us)
1300 S Queens Ave
Pueblo, CO 81001
Large Main Cleaning – 20-018 (WWAN02)
Cleaning, Televising and Sonar of 7,924 LF of 48"-60" Sewer Lines
Completed
09/2020
14. **North Shore Water Reclamation District** **\$1,750,000**
Greg Grenyo, 847-623-6060 (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Chemical Sealing
9/2019
15. **North Shore Water Reclamation District** **\$558,800**
Greg Grenyo, 847-623-2460 (GrGrenyo@northshorewrd.org)
14770 William Koepsel Dr.
Gurnee, IL 60031
Sewer Spot Lining
9/2019
16. **City of Joliet** **\$2,146,900**
Owen T. Dean, P.E., 815-724-4254 (odean@joliet.gov)
150 W. Jefferson St.
Joliet, IL 60432
West River Wall Sewer Cleaning Project
10/2019



REFERENCES

- | | |
|---|--|
| 17. City of Pueblo
Sonia Mondragon, P.E., 719-553-2890 (smondragon@pueblo.us)
1300 S. Queens Ave.
Pueblo, CO 81001
FY2019 Service Lateral Connection Grouting, Project #19-009 (WW1503) | \$870,690
<i>10/2019</i> |
| 18. Metropolitan Water Reclamation District
Frederick Wu, 312-751-4025, (WuF@mwrd.org)
100 E. Erie
Chicago, IL 60611
Television Inspection and Recording of Sewer and Manholes
Contract #13-806-2S | \$1,945,000
<i>11/2017 -
Present</i> |
| 19. Illinois State Toll Highway Authority
c/o SE3, LLC
Daniel Johnson, 630-641-9900 (djohnson@se3.us)
3041 Woodcreek Dr., Suite 211
Downers Grove, IL 60515
Clean and Televis Drainage System, Contract #RR-18-4384 | \$1,050,000
<i>Completed
8/2018</i> |
| 20. Illinois State Toll Highway Authority
c/o Globetrotters Engineering Corporation
Ahmad Safi, PE, 312-907-2591 (ahmad.safi@gec-group.com)
300 S. Wacker
Chicago, IL 60606
Clean and Televis Drainage System, Contract #RR-18-4376 | \$1,093,000
<i>Completed
7/2018</i> |
| 21. Illinois State Toll Highway Authority
c/o Interra, Inc.
Rupen Shah, 708-674-1923 (rshah@interraservices.com)
600 Territorial Dr.
Bolingbrook, IL 60462
Clean and Televis Drainage System, Contract #RR-18-4406 | \$1,265,000
<i>Completed
10/2018</i> |

EXHIBIT A

CERTIFICATION BY THE CONTRACTOR

I, William T. Kreidler, having being first
duly

sworn, depose and state that I am the

President
(insert "sole owner", "partner," president," or other proper title)

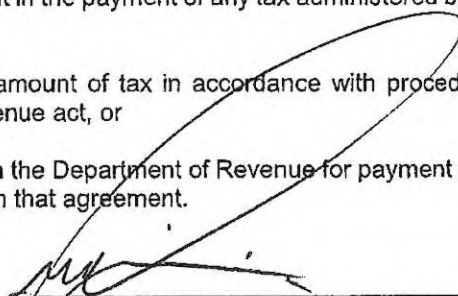
and the authorized agent of National Power Rodding Corp., which has
submitted a proposal to, and is entering into a contract with, the Village of Western Springs for
the performance of work in relation to the 2022 Sewer Televising Program Project in the Village
of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a
violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense
of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. That said company shall comply with all applicable provisions of the Illinois Human
Rights Act and has a written sexual harassment policy in full compliance with that Act.

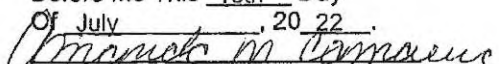
3. That said company is not delinquent in the payment of any tax administered by the
Illinois Department of Revenue or,

- (a) is contesting such liability or the amount of tax in accordance with procedures
established by the appropriate revenue act, or
- (b) has entered into an agreement with the Department of Revenue for payment of all
taxes due and is in compliance with that agreement.



Signature of Authorized Agent of Contractor
William T. Kreidler, President

Subscribed and Sworn To
Before Me This 18th Day
Of July, 20 22.



Notary Public

Revised: 6/23/2022 9:08 AM



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. National Power Rodding Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 2500 W. Arthington St.	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60612	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																						
<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td></tr><tr><td colspan="11">or</td></tr><tr><td colspan="11">Employer identification number</td></tr><tr><td>3</td><td>6</td><td></td><td>-</td><td>2</td><td>9</td><td>3</td><td>3</td><td>1</td><td>4</td><td>0</td></tr></table>		Social security number												-				-				or											Employer identification number											3	6		-	2	9	3	3	1	4	0
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or																																																						
Employer identification number																																																						
3	6		-	2	9	3	3	1	4	0																																												

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ 	Date ▶ 07/18/2022
	William T. Kreidler, President	

General Instructions	• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008		CONTACT NAME: Christina Cunningham, Client Service Mgr Sr. PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: christina_cunningham@ajg.com ADDRESS:		
INSURED NATIONAL POWER RODDING CORP. 2500 WEST ARTHINGTON STREET CHICAGO, IL 60612-4108 CAROCOR-04		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: American Zurich Insurance Company		40142
		INSURER C: American Guarantee and Liability Ins Co		26247
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 369326117

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		GLO 9377201-18	10/31/2021	10/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		BAP 9377199-18	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC 5916947-16	10/31/2021	10/31/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-18	10/31/2021	10/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Western Springs, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are shown as additional insureds solely with respect to General Liability on a primary and non-contributory basis and on Auto Liability coverage as evidenced herein as required by written contract with respect to work performed by the named insureds. A waiver of subrogation in favor of additional insureds are included under the Workers Compensation coverage as evidenced herein as required by written contract. Umbrella follows form. 60 Days prior written notice of Cancellation applies in favor of Certificate holder as required by written contract.

CERTIFICATE HOLDER

Village of Western Springs 740 Hillgrove Avenue Western Springs IL 60558	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ZURICH

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 9377201-18

Effective Date: 10/31/2021

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**ZURICH**

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.	GLO 9377201-18	Effective Date:	10/31/2021
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This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRED THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

Location And Description of Completed Operations:

ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Additional Premium:

Included

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

Policy Number
GLO9377201-18

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10-31-21

12:01 AM., Standard Time

Agent Name GALLAGHER

Agent 24059-000

..

BLANKET NOTICE TO OTHERS OF CANCELLATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:

1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS;
- A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; ORB. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED

INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.

C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

1. EXTEND THE COVERAGE PART CANCELLATION DATE;
2. NEGATE THE CANCELLATION; OR
3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number
GLO 9377201-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10/31/2021

12:01 AM., Standard Time

Agent Name GALLAGHER

Agent 24059 000

NAMED INSURED

CARYLON CORPORATION
VIDEO INDUSTRIAL SERVICES, INC.
ACE PIPE CLEANING, INC.
NATIONAL PLANT SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
NATIONAL POWER RODDING CORP.
ODESCO INDUSTRIAL SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL WATER MAIN CLEANING COMPANY
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
BIO-NOMIC SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
BEARY PROPERTIES, INC.
DEEP SOUTH SOLUTIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
SELECT TRANSPORTATION, INC.
VIDEO PIPE SERVICES, INC.
NATIOINAL INDUSTRIAL MAINTENANCE - MICHIGAN, INC.
BEARY MANAGEMENT SERVICES, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60__

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022		24059000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Other Insurance Amendment - Primary And Non-Contributory

ZURICH')

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022	10/31/2021	24059000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Carylton Corporation

Address (including ZIP Code): 2500 Arthington; Chicago, IL 60612

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Policy Number: WC 9377202-18
WC 00 0313

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Policy Number
BAP9377199-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10/31/2021

12:01 A.M., Standard Time

Agent Name GALLAGHER

Agent No. 24059-000

NAMED INSURED

CARYLON CORPORATION
ACE PIPE CLEANING, INC.
BEARY PROPERTIES, INC.
BIO-NOMIC SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
DEEP SOUTH SOLUTIONS, INC.
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
NATIONAL PLANT SERVICES, INC.
NATIONAL POWER RODDING CORP.
NATIONAL WATER MAIN CLEANING COMPANY
ODESCO INDUSTRIAL SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
VIDEO INDUSTRIAL SERVICES, INC.
SELECT TRANSPORTATION, INC.
BEARY MANAGEMENT SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE -
MICHIGAN, INC.
VIDEO PIPE SERVICES, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CARYLON CORPORATION

Endorsement Effective Date: 10/31/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THE POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT

Insurance for this coverage part provided by:

ZURICH AMERICAN INSURANCE COMPANY

Policy Number

BAP 9377199-18

Renewal of Number

BAP 9377199-17

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL AUTO COVERAGE PART

- A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
 - A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR
 - B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
 2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
 3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
 4. MUST BE ACCURATE.
- SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.
- B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
- C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
- D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
1. EXTEND THE COVERAGE PART CANCELLATION DATE;
 2. NEGATE THE CANCELLATION; OR
 3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



ZURICH®

Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9377199-18	10/31/2021	10/31/2022	10/31/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts Performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the " accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer of Rights of Recovery against Others to Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation or Fraud** Condition: However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.F.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Sidewalk Shaving Program - Murphy Construction Services, LLC Contract Renewal

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached for the Board's review and approval is a renewal letter from Murphy Construction Services, LLC for the Village's Sidewalk Shaving Program. This will be the first renewal for the contract which was awarded by the Village on April 22, 2024.

Financial Impact

The contract provides for a unit price of \$19.55 per inch/ft. The 2025 Budget includes \$20,000 for the sidewalk shaving program.

Recommended Motion

I move to approve the first renewal for the Village's Sidewalk Shaving Program for a one-year period with Murphy Construction Services, LLC for the unit price of \$19.55 per inch/ft.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2025 Contract Renewal - Murphy Construction
2. Murphy Construction Bid



VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800

wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

VILLAGE TRUSTEES

James Tyrrell

Nicole Chen

Alan Fink

Scott Lewis

Amy Avakian

Philip Nawrocki

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Aleks Briedis

Jeff Koza

John Mastandona

Sean Gilhooley

Heather Valone

Brian Scott

January 8, 2025

Murphy Construction Services, LLC
Mr. Jason Guerin
16W273 83rd Street, Suite D
Burr Ridge, IL 60527

Dear Jason,

This letter is to confirm that the Village of Western Springs will renew the **Sidewalk Shaving Program-Agreement Contract for 2025.**

By signing and returning this document, you are also accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com

Respectfully submitted,

Matthew Supert

Director of Municipal Services

Name (printed) Jason Guerin

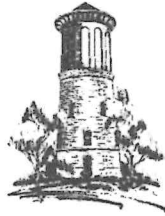
Title Project Manager

Signature [Handwritten Signature]

Date 1/8/25



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2024 PUBLIC SIDEWALK SAW CUTTING
THURSDAY, APRIL 2ND, 2024
10:00 A.M. (PREVAILING TIME)

SCHEDULE OF BID PRICES

2024 SIDEWALK SAW CUTTING
THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK
TO BE PERFORMED UNDER THIS CONTRACT

Items	Unit	Unit Price
Sidewalk Saw Cutting	Inch Ft	\$19.55

CONTRACTOR Murphy Construction Services

ADDRESS 16 W 273 83rd St, Suite D
Burr Ridge, IL 60527

PHONE NUMBER 630-654-8242

FAX NUMBER 630-654-0730

DATE 3/28/24

PROPOSAL

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

RE: **2024 SIDEWALK SAW CUTTING**

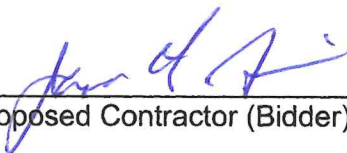
1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of construction, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to begin work by **JUNE 1, 2024**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment

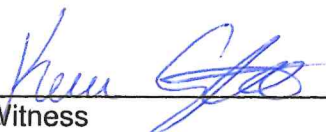
bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

3/28/24
Date


Proposed Contractor (Bidder)


Witness

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Murphy Construction Services, LLC

16W273 83rd St., Suite D, Burr Ridge, IL 60527

as Principal, hereinafter called the Principal, and U.S. Specialty Insurance Company

13403 Northwest Freeway, Houston, TX 77040-6094

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Western Springs, Illinois

740 Hillgrove Avenue, Western Springs, IL 60558

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred Dollars and 00/100

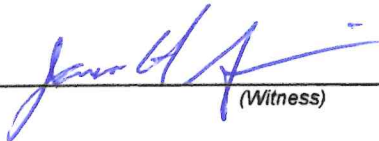
Dollars (\$ 500.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Sidewalk Saw Cutting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

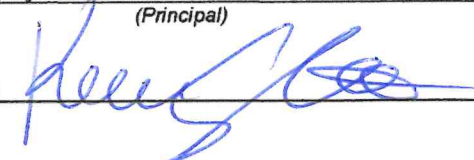
Signed and sealed this 28th day of March, 2024


(Witness)

Murphy Construction Services, LLC

(Principal)

(Seal)

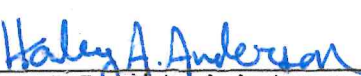
By: 

(Title)

U.S. Specialty Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Haley A. Anderson

(Title)

John P. Harney

(Witness)





TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Haley A. Anderson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: Bid Bond Amount of Bond: See Bond Form
Principal: Murphy Construction Services, LLC
Obligee: Village of Western Springs, Illinois

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

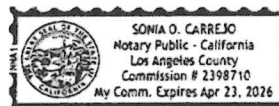
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of March, 2024.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

**CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION**

Murphy Construction Services hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

James H. A.
Contractor

DATED: 3/28/24

ATTEST:

Ken G.

SPECIFICATIONS FOR CONSTRUCTION

The following Specifications and other provisions together with the Special Provisions shall govern the construction of the proposed improvement and will be made a part of the Contract.

- A. Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, published by the Illinois Department of Transportation (IDOT).
- B. Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2018, published by IDOT.
- C. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.
- D. "Inserted Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- E. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Provisions and familiarize themselves with all requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted. Submission of a Proposal implies that the bidder is full conversant with all requirements of Standard Specifications, Special Provisions, Standard Drawings, and site conditions.

No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

SPECIAL PROVISIONS FOR CONSTRUCTION

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of the improvement. In case of conflict with a part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

SPECIAL PROVISIONS 2024 SIDEWALK SAW CUTTING

PROJECT DESCRIPTION

The work shall consist of saw cutting sidewalk trip hazards at locations designated and within the criteria established by the Village Engineer and/or the Department of Municipal Services. **No grinding of sidewalks will be allowed.** The contractor will be directed to work in a preselected area of the City/Village until the contract quantity has been achieved. In addition, the City/Village will also give the Contractor a list of various saw cutting locations that may be distributed throughout the City/Village limits.

PRESELECTED AREAS

The work should be completed in **Field Park subdivision**, moving west to east. The project area is bounded by the southside of Ogden Avenue to the northside Burlington Avenue (north-south) and the westside of Gilbert Avenue to eastside of Wolf Road (east-west).

Project staging and coordination will be completed during a pre-construction meeting with the Public Works Division.

A map is included as **Attachment A**

QUALIFICATION OF CONTRACTORS

Any contractor submitting a bid on this project must demonstrate competence, reliability, and be actively engaged in this specific type of work. The contractor must demonstrate competence prior to submitting a bid by including a history and references, listing completion dates, and submitting bonding information from prior projects, and/or performing an on-site demonstration of their capacity to perform the work as required. The contractor shall demonstrate their ability to repair hazards around obstacles such as utility boxes, manhole covers, curb and flow lines, etc. The City/Village reserves the right to disqualify a bid and/or contractor if they are deemed not to be competent or reliable. The City/Village reserves the right to select the bid deemed to be most advantageous to the City/Village.

LIMITATIONS ON OPERATIONS

1. **GRINDING OF SIDEWALKS SHALL NOT BE ALLOWED.**
2. All sidewalk saw cuts started in residential areas shall be completed by the end of the same work day in which they are started. Sidewalk saw cutting through driveways of adjoining business properties shall be completed within two (2) hours.
3. The Village Engineer or Public Works may direct saw cuts at locations other than construction joints. Saw cuts directed by the Engineer or Public Works will be paid for at the unit price bid.
4. No water-cooling is allowed which creates slurry and contaminates storm drains.

5. Any debris from sawing shall be removed from the sidewalk and/or pavement upon completion of each saw cut, to reduce tracking.
6. Air borne concrete dust resulting from the cutting process, shall be controlled with a dust abatement system including saw-mounted vacuum hoods. Remaining debris, cuttings, and concrete dust shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping or other objects in the vicinity of work. Concrete vacuums must be equipped with HEPA type A filters. Surface dust and debris must be swept and removed immediately.

SAW CUTTING OF SIDEWALKS, DRIVEWAYS, AND CURBS - DESCRIPTION

1. Contractor must remove hazards completely from one end of the raised sidewalk joint to the other, leaving a zero point of differential between slabs.
2. Contractor must repair sidewalk hazards without damage or visible markings to adjacent slab or curb.
3. The Contractor shall take precautions during construction operations not to disfigure, scar, or impair the health of any tree on public or private property. The Contractor must not cause damage to landscaping, retaining walls, curbs, sprinkler heads, etc.
4. The footprint of the equipment must be able to accommodate a 3-4 foot wide sidewalk without imprinting tire tracks on sod or damage to landscaping.
5. All trip hazards marked for saw cutting must be removed in accordance with the American with Disabilities Act (ADA) requirements and the resulting finish shall be ADA compliant. Each offset must be tapered at a 1:8 slope and must have smooth uniform appearance and texture.
6. All saw cutting shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the walk.
7. The contractor will provide the differential measurements and length of each trip hazard repaired with a detailed description of the location and when available GIS coordinates of each trip hazard.

SAW CUTTING CRITERIA

1. Sidewalk squares with an offset between 0.5" inch and 1.5" shall be cut.
2. Cross-cuts shall be performed on any adjacent sidewalk that contains deficiencies outside the listed criteria.
3. Sidewalk squares that contain cracks less than ½ inch wide and have an offset within the above criteria.
4. If saw cutting is needed at curb ramps either the curb or sidewalk may be cut provided that after the cutting, the flow line of the curb is not changed in anyway. The lowest part of the cut shall be above the flow line of the curb and there must be positive drainage across the curb to the flow line.
5. Sidewalk survey and report: The contractor shall provide a detailed sidewalk survey of the project area indicating addresses or locations for future removal and replacement of slabs that either exceed the sawing criteria or exhibit other defects as follows:
 - a. Cracking: A random crack greater than 3/8 inch wide exists
 - b. Spalling: Spalling exceeding 25% of the sidewalk slab surface
 - c. Holes: Holes in the sidewalk surface with size in excess of 3" x 3" x 1" deep.

- d. Utility structures: Any utility structures, such as manhole frames or b-boxes that are protruding beyond the surface of the sidewalk by more than ½ inch.

METHOD OF MEASUREMENT

Measurement shall be made in inch-feet: the average depth of the cut on each trip hazard multiplied by the length along the joint that is trimmed. The Contractor shall record the exact dimensions of each trip hazard removed per location, which shall be submitted with the invoice. Depth shall be measured to the nearest 1/8 inch.

BASIS OF PAY

Saw cutting sidewalk trip hazards shall be paid for under unit bid price per inch-feet. This payment shall be in full for all labor, equipment, tools, materials, mobilization, and all other costs associated with such work.

SAFETY

The Contractor Shall furnish adequate reflectorized and/or lighted barricades at all excavations.

REGULATIONS

All work must comply with the building code and municipal code of the Village of Western Springs, and inspected by the Department of Public Works before any concrete is poured.

SCHEDULE

The undersigned agrees that all work for the contract shall be performed between June 1, 2024 and July 15, 2024, as provided for in the Agreement.

Equipment

All sidewalk cutting shall be done with diamond-tipped blades and saws capable of cutting at any angle and able to remove the concrete completely to all edges of the walk. The flush-cutting concrete saw shall have a dust abatement vacuum hood with a HEPA A type filter. Surface dust and debris shall be swept and removed immediately.

The Contractor shall not store equipment on the sidewalk or on private property without approval from the Engineer.

Public Convenience and Safety

1. The Contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and to allow access by pedestrians and emergency, delivery and service vehicles at all times.
2. The Contractor shall properly barricade the work area with traffic cones and light all work areas. Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property.
3. Any temporary shutdown of existing services or access, as may be required, shall be performed only at such times and for such duration as agreed to by the Engineer/Public Works. The interruption of services and access shall be conducted in accordance with a program mutually agreed to by the Engineer and Contractor.
4. Access to all driveways within the project limits shall be maintained whenever possible.
5. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom Of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all

rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following

schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is

spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of three (3) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed

reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

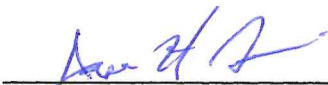
Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

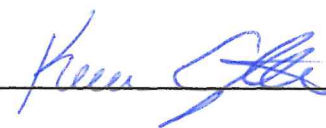
- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.



Contractor
Date: 3/28/24

Attest _____

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality/Agency: Village of Vernon Hills
Address: 990 Greenleaf Dr.
City, State, Zip Code: Vernon Hills, IL 60061
Contact Person & Telephone Number: Sergio Sofo 847-680-2212
Dates of Service & Awarded Amount: Sept. 2023 \$24,960.96

Municipality/Agency: Village of Roselle
Address: 31 S. Prospect
City, State, Zip Code: Roselle, IL 60442
Contact Person & Telephone Number: Math Rasmussen 630-671-2366
Dates of Service & Awarded Amount: November 2022 \$33,216.00

Municipality/Agency: Village of Downers Grove
Address: 801 Burlington Ave
City, State, Zip Code: Downers Grove, IL 60515
Contact Person & Telephone Number: Math Stern 630-434-5468
Dates of Service & Awarded Amount: May 2023 \$18,400.00

Municipality/Agency: Village of Wilmette
Address: 1200 Wilmette Ave
City, State, Zip Code: Wilmette, IL 60091
Contact Person & Telephone Number: Ryan Kearney 847-853-7629
Dates of Service & Awarded Amount: August 2023 \$50,888.79

Municipality/Agency: Village of Mundelein
Address: 121 E. McEvilly Rd
City, State, Zip Code: Mundelein, IL 60067
Contact Person & Telephone Number: Sabrina Seloy 815-467-8568
Dates of Service & Awarded Amount: October 2023 \$59,914.00



MURPCON-03

NGOWDA2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: Chicago P&C Cert Team PHONE (A/C, No, Ext): (312) 595-6200 E-MAIL ADDRESS: CHC-INSCERTS@alliant.com FAX (A/C, No):														
INSURED Murphy Construction Services LLC 16w273 83rd St. Suite D Burr Ridge, IL 60527	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C : Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Westchester Surplus Lines Insurance Company	10172	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : Travelers Property Casualty Company of America	25674														
INSURER C : Westchester Surplus Lines Insurance Company	10172														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		GLO5099031-03	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		BAP5099032-03	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		CUP2T66363923-NF	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5099030-03	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Pollution Liability			G7097454A 002	5/1/2022	5/1/2024	Ea.Claim/Occ \$2M/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Paving Sealcoating, Asphalt & Concrete Contractor

Named Insured includes:

TCB Leasing LLC; Rooster Freight LLC; Murphy Paving and Sealcoating Inc.; Murphy Construction Services LLC; Murphy Construction Group Holdings, Inc.; Jeans Road, LLC; Jeans Road Supple LLC; Jeans Road LLC Land Trust #1725; Hillgrove Maintenance LLC

Re: Project #2024 Public Sidewalk Saw Cutting
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558-0528

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Murphy Construction Services LLC 16w273 83rd St. Suite D Burr Ridge, IL 60527	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The following are included as Additional Insured(s) on a Primary and Non-Contributory basis, as their interest may appear, with respect to the General Liability, Automobile Liability and Excess Liability policies, where required by written contract:
Village of Western Springs, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers

Ongoing and Completed operations is included on the General Liability

Excess/Umbrella Liability follows policies form, General Liability, Automobile Liability and Worker's Compensation/Employer's Liability.

Waiver of Subrogation applies in favor of the Additional Insured on the Workers Compensation policies, where required by written contract. Thirty (30) day notice of cancellation applies, Ten (10) day notice of cancellation for non payment of premium.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5099031-03

Effective Date: 05/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 5099031-03	05/01/2023	05/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5099031-03

Effective Date: 05/01/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO5099031-03	05/01/2023	05/01/2024				\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Murphy Construction Services LLC

Endorsement Effective Date: 05/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**ZURICH®**

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5099032-03	05/01/2023	05/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a. of Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a. of Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5099032-03	05/01/2023	05/01/2024		88641000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s):

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

- b.** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a.** The additional insured is a named insured under such other insurance; and
- b.** The **named insured** has agreed in a written contract or agreement that this insurance would:
 - (1)** act as primary insurance; and
 - (2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Murphy Construction Services, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G7097454A 002	Policy Period 5/1/2023 To 5/1/2024	Effective Date of Endorsement 5/1/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 9.G.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance, Pat Schramm, Director of Technology

RE: Brightly Asset Essentials - 3-Year Software Service Agreement (Item for Action - Old Business)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on January 13, 2025.

Summary

The Village of Western Springs has a software services agreement in place with Brightly Software for "Asset Essentials" for the Village's asset management and work order management system. The Village has been utilizing the system since 2019 and pays an annual cost of \$18,812.11 for the service agreement.

The Village's account manager has approached the Village indicating that the Village can receive an approximately 22% discount on the annual cost if the Village were to enter into a three-year agreement. The new annual cost for the next three years would be \$15,49.69.

The following modules and capabilities are included in the Village's Enterprise version of the platform.

- Streets, Signs, Sidewalks
- Water Distribution and Wastewater Collection
- Parks, Recreation and Forestry
- Fleet
- AE Safety, Incident Management and Certifications
- AE Equipment, Parts and Asset Inventory with GIS Capabilities

Financial Impact

Annual software agreement of \$15,049.69 for the next three years.

Recommended Motion

I move to approve the Software Services Agreement from Brightly Software, a Siemen's Company, for a three-year (36 month) agreement for Asset Essentials Enterprise Cloud Services for the purposes of serving as the Village's work order and asset management system in a discounted amount of \$15,049.69 per year.

Strategic Plan Alignment

- Infrastructure Improvements
- Community Engagement
- Financial Sustainability

File Attachments

1. Brightly Software 3-Year Software Agreement Quote
2. Resolution No. 25-2864 re Appr Brightly Software Agree w_ Government Cloud Based Enterprise Agreement 1.14.2025 (final ver.)(2031480.2)



PREPARED FOR

Village Of Western Springs ("Customer")

PREPARED BY

Brightly Software Inc

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

November 21, 2024



November 21, 2024

Village Of Western Springs

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions, including the following for Village Of Western Springs.

Service Term: 36 months (01/01/2025 - 12/31/2027)

Cloud Services			
Item	Start Date	End Date	Investment
Streets/Signs/ Sidewalks Module	1/1/2025	12/31/2025	\$0.00
Water Distribution and Waste Water Collection Module	1/1/2025	12/31/2025	\$0.00
Parks, Recreation and Forestry Module	1/1/2025	12/31/2025	\$0.00
Fleet Module	1/1/2025	12/31/2025	\$0.00
Asset Essentials Enterprise	1/1/2025	12/31/2025	\$15,049.69
AE Safety	1/1/2025	12/31/2025	\$0.00
Asset Essentials Inventory	1/1/2025	12/31/2025	\$0.00
Annual Renewal:			\$15,049.69 USD

*Your Sourcewell discount has been applied.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 01/01/2026	Investment Year 3 Start Date: 01/01/2027
- Streets/Signs/Sidewalks Module	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included
- Parks, Recreation and Forestry Module	Included	Included
- Fleet Module	Included	Included
Asset Essentials Enterprise	15,049.69 USD	15,049.69 USD
- AE Safety	Included	Included
- Asset Essentials Inventory	Included	Included
Total:	15,049.69 USD	15,049.69 USD



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption



certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable



business hours.

- F. Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-424503 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-424503

November 21, 2024, 10:04:06 AM

Accepted by:

Printed Name

Signed Name

Title

Date

RESOLUTION NO. 25-2864

VOTE: _____

AYES: _____

NAYS: _____

ABSENT:

ABSTAIN:

DATE: January 13, 2025.

OTHER: None.

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A CLOUD SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND BRIGHTLY SOFTWARE, INC FOR A GOVERNMENT CLOUD-BASED LICENSE, SUBSCRIPTION AND USE OF ASSET ESSENTIALS ENTERPRISE TO ALLOW THE VILLAGE TO OPERATE ITS WORK ORDER MANAGEMENT, ASSET MANAGEMENT, FLEET AND SAFETY PROGRAMS (Contract Term: 36 Months).

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Small Enterprise Agreement with Brightly Software, Inc. of Raleigh, North Carolina (the "Contractor") for the purpose of furnishing a license and subscription to Local Government Cloud-Based Service Agreement, extensions and tools and help desk services and technical assistance (the "Agreement") in connection with the Village's access to and use of its Work Order Management, Asset Management, Fleet and Safety Programs (the "Services"), subject to the terms and conditions set forth in the Agreement attached hereto as **Exhibit "A"** and made a part hereof. The Village's approval of the Agreement is for a three (3) year term; and

WHEREAS, the Contractor. desires to enter into the Agreement and agrees to perform the Services set forth in the attached Agreement in exchange for payment of a "not-to-exceed" annual fee of \$15,049.69 per year for satisfactory performance of the Agreement during the three (3) year term. If the Village requests additional services beyond the agreed upon scope of work described as the "Services" in the Agreement, then those extra services shall be negotiated per a separate proposal for each additional requested service; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including Subsections 8-1-7(b, e) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b and e)), and the intergovernmental cooperation powers set forth at Article VII, Section 6 (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), to approve and enter into the Agreement, and further find that it is protective of the health, safety and welfare of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Agreement.

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

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

SECTION 2: Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached Agreement, substantially in the form attached hereto as **Exhibit "A"**, and authorize and direct the President and Clerk of the Village of Western Springs, or their designees, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the President and

Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement.

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

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Contractor for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Special Meeting thereof held on the 13th day of January 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**CLOUD SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND BRIGHTLY SOFTWARE, INC FOR A GOVERNMENT CLOUD-BASED LICENSE, SUBSCRIPTION
AND USE OF ASSET ESSENTIALS ENTERPRISE TO ALLOW THE VILLAGE TO OPERATE ITS WORK ORDER
MANAGEMENT, ASSET MANAGEMENT, FLEET AND SAFETY PROGRAMS
(Contract Term: 36 Months)**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-2864

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A CLOUD SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND
BRIGHTLY SOFTWARE, INC FOR A GOVERNMENT CLOUD-BASED LICENSE, SUBSCRIPTION AND USE OF
ASSET ESSENTIALS ENTERPRISE TO ALLOW THE VILLAGE TO OPERATE ITS WORK ORDER
MANAGEMENT, ASSET MANAGEMENT, FLEET AND SAFETY PROGRAMS
(Contract Term: 36 Months)**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Special Meeting held on the 13th day of January 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13th day of January 2025. I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 13th day of January 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Custodial Contract Renewal - Vega Building Maintenance, Inc.

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached for the Board's review and consideration is a renewal letter from Vega Building Maintenance, Inc. for the Village's custodial services in an amount not to exceed \$41,907.00.. This will be the second renewal for the contract which was awarded by the Village Board in February 2023.

Financial Impact

The contract was awarded for an amount not to exceed of \$41,907.00.

Recommended Motion

I move to approve of the second renewal for the Village's Custodial Services contract for a one-year period with Vega Building Maintenance, Inc in an amount not to exceed of \$41,907.00.

Strategic Plan Alignment

N/A

File Attachments

1. Vega Maintenance Janitorial Services Executed Renewal Letter
2. Vega Building Maintenance Bid



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT
Heidi Rudolph

November 13, 2024

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Vega Building Maintenance Inc.
G. Lupe Vega
1413 Sherman Rd Suite 90
Romeoville, IL 60446

VILLAGE CLERK
Edward Tymick

Ref: Contract Renewal- Janitorial Services-Village of Western Springs

VILLAGE MANAGER
Ellen Baer

Dear Mr. Vega,

DEPUTY MANAGER
Casey Biernacki

This letter is to confirm that the Village of Western Springs will renew the **Janitorial Services for 2025.**

DIRECTORS
Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Matthew Supert
Director of Municipal Services

Name (printed) G. LUPE Vega Jr

Signature [Handwritten Signature]

Title VP of operations

Date November 13th 2024



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2023 JANITORIAL SERVICES
FEBRUARY 2, 2023
10:00 A.M. (PREVAILING TIME)



**2023 Janitorial Services Contract
Addendum 1 – January 24, 2023**

Due February 2nd, 2023, 10:00 AM

1. We request to know if these red line changes to the Indemnity/Hold Harmless provision are acceptable to the Village of Western Springs.
The bid specification provisions are not going to be changed and the bidder needs to agree to the Indemnity/Hold Harmless Provision, as drafted.
2. What are the Village of Western Springs payment terms for the monthly janitorial services contract?
The Village's payment terms are net 30 and a monthly invoice would be preferred. The bills are paid as they come in.
3. We would like to know if we could utilize this sales tax number for supplies, chemicals, and hand soap purchases that are specifically for contracted janitorial service to the Village of Western Springs facilities? Any purchases of supplies, chemicals, hand soap, etc. would be purchased with a specific purchase order and invoice only for use at the Village of Western Springs facilities.
The awarded company will not use the Village's tax-exempt status. There would be extra work on the Village's end to verify that the exemption status is being used appropriately.

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I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2023 Janitorial Services Contract.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **2nd day of February, 2023** by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications, and other bidding documents online at wsprings.com/bids. A mandatory pre-bid walkthrough will be held on **January 18, 2023 at 10:00 AM** to answer any questions. Questions may also be submitted directly to asegreti@wsprings.com by end of business day of January 20, 2023. Answers to submitted questions will be sent to all plan holders by the end of business day of January 24th.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Ed Tymick, Village Clerk

Published in the Sun Times Newspaper on January 5, 2023

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk



Cover Letter

Vega Building Maintenance

1413 Sherman Rd. Suite 90

Romeoville, IL

708-469-8586 – G. Vega Jr.

Fax: N/A

Glupevegajr@vegabm.com

Authorized Binding Official: Guadalupe Vega Jr.

Signature:

Please Refer to Qualifications and Experience Regarding Our Firms Introduction



Company Profile

Company Name/ Address: Vega Building Maintenance

1413 Sherman Rd. suite 90 Romeoville IL, 60446

Website Address: www.Vegabm.com

Fax/Phone: PH: 708-469-8586 Fax: N/A

Primary Contact: Guadalupe Vega Jr./ Glupevegajr@Vegabm.com/ PH: 708-469-8586

Total Numbers of Employees: 45 Full time employees

Length of Business: Registered under new name in 2017 (5 years); we have been in the industry for over 15 years prior to new name.

Reference checks: We actively and tentatively check any and all references to ensure our candidates are in the best interest of the company.

Background Checks: We do not hire any individual with any history of violent or sexual crimes. We take safety very seriously and will not hire anyone we deem as dangerous or a liability to us and or our customers.

Performance Policy: We will first talk and work with our employees to make sure all proper training was given. If we feel necessary, we will retrain the individual and try again. If he/she is still not performing to expectations, we will have no choice but to terminate said employee.



Relevant Contracts and Square Footage

Taste of Chicago- 700,000 Sq Ft

Village of Niles- 600,000 Sq Ft

City of Elmhurst- 400,000 Sq Ft

Crane Composites- 300,000 Sq Ft

Graham Enterprise- 250,000 Sq Ft

City of Lockport- 35,000 Sq Ft

Total: 2,285,000 Sq Ft

*This is only some of the customers we provide services to. More can be given upon request. References sheet may display some contracts that are not listed as we only listed relevant contracts and Sq Ft.



Qualifications and Experience

Vega Building Maintenance is a S corp. business that has been providing top quality cleaning solutions since 2017. Although we have operated under different entities in the past; our traditions, values, and expectations has not changed, only advanced. We have molded our customer service to one of the best in the industry and our current customers can attest to those claims. We are currently headquartered in Romeoville, IL and provide services to the Chicagoland area and its surrounding suburbs. VBM has no lasting or ongoing litigations/bankruptcies with any entity or anyone. We do so by ensuring all expectations and rules are followed extensively and any individual found in contempt will be dealt with accordingly and proportionately. With our full 4-person leadership base we are able to manage and upkeep some of the most challenging of tasks and maintain the filthiest of facilities. Of course, we must thank our 50 current employees for allowing us to sculpt them into some of the most efficient and proficient cleaners in the area and we are always bringing more talent in to further advance our excellent company.



Commitment to Quality

Vega Building Maintenance has always put quality first, which is why we are rated an 'A+' with the Better Business Bureau and have had opportunities such as the Taste of Chicago and the Air and Water Show of Chicago. We do so by ensuring we always have the necessary staff to fulfill the job at hand and run a punctual schedule. All tasks are always thoroughly explained to our staff so that there is no confusion with what is expected, and the Village of Western Springs will be no different. Our lead supervisor has a tremendous amount of experience with an excellent resume. We believe that he will be able to manage the staff efficiently and proactively with little to no issue. Our lead is also very open-minded to applicable inputs from leaders and staff alike. He believes that cooperation is the only way to properly manage and progress. Moreover, he does not like to deal with unnecessary conflicts and is able to diffuse tense situations with extreme diligence. We here at VBM do our part to avoid these kinds of issues before they arise, and we do so as early as the onboarding process. Our recruiting procedures are very intricate; we screen every employee that we hire to make sure they are not involved or have been involved in any criminal activity that could negatively impact us or our customers. Once our new employees get integrated, intensive training begins. During this time all employees will be trained in all applicable skills to fulfill the tasks at hand. We continue to offer training as needed and offer incentives (i.e., extra vacation days, bonuses, promotions) to retain staff and keep them healthy and exultant.



Quality Control

We have methods and protocols in place to ensure that all necessary information is being communicated. This is the foundation of our quality control plan. With the necessary information being communicated via the staff, the tasks at hand will have many different eyes on sight which allows the cleaners to clean up any necessary debris/filth quickly and efficiently. The lead who oversees all the employees at the Village of Western Springs will be in charge of checking each section/quadrant to ensure that all tasks have been completed for the day. Anyone found to be lagging in performance will be spoken to and methods will be adjusted accordingly. Once a week the lead will sit down with leadership and discuss any short fallings or concerns with staff or performance. Any necessary actions will then be taken to ensure consistency and quality. We will also touch base with the Village of Western Springs at least once a month (or as many times as requested by the village) to make sure all cleaning tasks are being completed to the standards the Village requires.



Industry Practices

Below please find a list of Vega Building Maintenance's industry practices/certifications.

- Certified in Training Excellence from IPC Eagle
- Member of the International Facility Management Association
- Former Member of Will County Health Board
- Member of The Better Business Bureau (Rated A+)

VBM prides itself in keeping up with modern methods and techniques in the Jan-San industry. We have been to trade shows and seminars every year to ensure we are up to date with what's going on in our industry. We prefer to use green products when we can as we feel that this adheres to modern practices. However, we can switch to different chemicals upon request from our customers as long as it is within reason and law.

Safety:

Safety is one of our top priorities. Each employee is extensively trained in their prospective chemicals and methods. Before they even begin a job, a conference is held with leadership to go over any safety concerns or rules to follow. Everyone is given strict orders to follow safety training and anyone who is found to be negligent will be terminated.



Statement of Competency

To Whom it May Concern,

We here at Vega Building Maintenance have an intensive background working for municipalities, private sectors, schools, and events. The Village of Western Springs can rest assured knowing that Vega Building Maintenance has a great performance record as well as experience to solidify a strong and efficient service. We have handled projects as major as the Taste of Chicago and as important as assisting in government-based contracts. We do this by maintaining strong business relationships and utilizing the most modern of techniques. Communication is the core of these techniques as we feel that true growth can only happen with cooperation and understanding. We welcome the Village of Western Springs to join the many others who have noticed what a true cleaning service can provide and hope that we are given the opportunity to prove our claims.

Sincerely,

Guadalupe Vega Jr.

VP of Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurity Insurance Agency, Inc. 1112 E. 9th Street Lockport IL 60441		CONTACT NAME: Brian Jenner PHONE (A/C, No, Ext): (815) 838-7900 FAX (A/C, No): (815) 838-7902 E-MAIL ADDRESS: tim@assurityagency.com	
INSURED Vega Building Maintenance & Supplies Inc 1413 SHERMAN RD STE 90 ROMEDEVILLE IL 60446-4094		INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INS CO NAIC # 26263 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Q61-0174279	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		Q61-0174279	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$		Q28-0174129	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Q88-0106185	04/01/2022	04/01/2023

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Guadalupe Vega Sr and Guadalupe Jr are excluded officers on the workers compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: January 5, 2023

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

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

Janitorial Services Contract
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **SECOND** day of **FEBRUARY 2023**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

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

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

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

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

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

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

III. Proposal

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

RE: **Janitorial Services Contract**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **March 8th, 2023**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be

considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

1/23/2023
Date

Vega Building Maintenance
Proposed Contractor (Bidder)


Witness
Gondalife Vega Jr.



The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, VEGA BUILDING MAINTENANCE & SUPPLIES, INC.

of 1413 SHERMAN ROAD, SUITE 90, ROMEOVILLE, IL 60446

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto VILLAGE OF WESTERN SPRINGS

of 740 HILLGROVE AVENUE, WESTERN SPRINGS, IL 60558

(hereinafter called the Obligor) in the penal sum of FOUR THOUSAND AND TWO HUNDRED

Dollars \$4,200.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

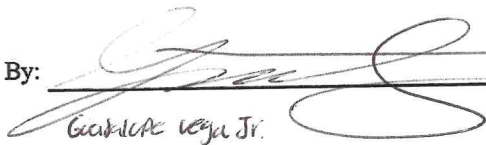
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated JANUARY 31, 2023 for JANITORIAL SERVICES

NOW, THEREFORE, if the Obligor shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligor in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligor against any loss the Obligor may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: JANUARY 31, 2023

VEGA BUILDING MAINTENANCE & SUPPLIES, INC.
(Principal)

By:


Gabriel Vega Jr. VP of Operations

The Ohio Casualty Insurance Company

By:


TIM HARTFORD

(Attorney-in-Fact)

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Bond Number: 32S617047

Principal: VEGA BUILDING MAINTENANCE & SUPPLIES, INC.

Agency Name: ASSURITY INSURANCE AGENCY INC.

Obligee: VILLAGE OF WESTERN SPRINGS

Agent Code: 987366

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: of , its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of , do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 31ST day of JANUARY, 2023.

IV. Bid Schedule

January 18, 2023	Mandatory Pre-bid Walkthrough, at 10:00 A.M.
February 2, 2023	All proposals are due to the Village of Western Springs by 10:00 A.M. and proposals will be opened and announced.
February 27, 2023	Village Board Meeting Approval and Award of Contract
March 8, 2023	Begin Contract

Contact Information

All questions concerning this RFP shall be directed to Amanda Segreti at asegreti@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (Contracted Janitorial Services) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING
THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

BASE BID

<u>Facility</u>	<u>Address</u>	<u>Cost Including Supplies</u>
Village Hall/Police	740 Hillgrove Avenue	\$ <u>1,710</u> monthly
Fire Station #1/Community Dev.	4353 Wolf Road	\$ <u>540</u> monthly
Fire Station #2	5501 Grand Avenue	\$ <u>270</u> monthly
Train Depot	914 Burlington Avenue	\$ <u>450</u> monthly
Water Plant	614 Hillgrove Avenue	\$ <u>180</u> monthly
Public Works Garage	1440 Hillgrove Avenue	\$ <u>270</u> monthly

Options

Carpet Cleaning		<u>Carpet \$350</u>
/Floor Waxing	Per 1,000 sq/ft	\$ <u>Floor \$470</u> per
request		
Additional Cleaning	As needed (per person)	\$ <u>22.00</u> per hour
Window Cleaning	Per window	\$ _____ per
window		
COVID-19 Disinfecting	As needed (per person)	\$ <u>25.00</u> per hour

Rates for services listed for 2023 contract period will remain in effect for contract renewals if both parties agree upon a contract renewal.

Name of Bidder: Vega Building Maintenance

Address: 1413 Sherman Rd. Suite 90 Bensenville, IL 60016

Telephone No. 708-464-8586 Fax No. N/A

Signature: [Signature]

Name and Title: (Please Print) Gondalpe Vega Jr. VP of Operations

Date: 1/23/2023

**Please refer to references Sheet **

References

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

VBM References

- 1) **Graham Enterprises**
750 Bunker Ct. Suite 100
Vernon Hills, IL 60061
Started: 2014
Lisa
(224-730-4375)
- 2) **We're Cleaning Inc.**
2416 S. Michigan Ave. Suite 201
Chicago, IL 60616
Started: 2007
Lance
(312-326-4200)
Wcicleaning@sbcglobal.net
- 3) **Buijck Property Management**
2506 Inverness St.
Valparaiso, IN 46383
Started: 2020
Gerard
(219-386-6986)
- 4) **Crane Composites**
23525 W. Eames St. Channahon, IL
60410
Started: 2018
Julia Herrera
(815-467-8600)
- 5) **Glenbard Wastewater Authority**
945 Bemis Rd. Glen Ellyn, IL 60137
Started: 2020
Gayle
(630-790-1901)
- 6) **City of Lockport**
222 E. 9th St. Lockport, IL
Started: 2020
Annie
(815-838-0549)
- 7) **City of Elmhurst**
209 N. York St. Elmhurst, IL 60126
Started: 2020
Andy
(630-330-5311)
- 8) **Village of Niles**
1000 Civic Center Dr. Niles, IL 60714
Started 2022
John S.
847-588-7900



Vega Building Maintenance
1413 Sherman Rd. Suite 90
Romeoville IL, 60446
Glupevegajr@vegabm.com

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

V. Pre-Qualification Process

REQUIRED DOCUMENTATION

- OVERVIEW OF THE COMPANY
- THREE YEARS CLEANING GOVERNMENT OR COMMERCIAL ACCOUNTS
- FIVE (5) GOVERNMENT OR COMMERCIAL REFERENCES
- QUALITY CONTROL/QUALITY ASSURANCE PLAN
- INSURANCE DOCUMENTATION

PRE-QUALIFICATION INFORMATION

The Village of Western Springs is presently soliciting annual rate proposals (payments will be made on a monthly basis) from established and reputable contract custodial or janitorial companies to provide high-quality cleaning custodial services for:

- Village Hall Offices, 740 Hillgrove Ave.
- Police Department Offices, 740 Hillgrove Ave.
- Municipal Services Offices, 740 Hillgrove Ave.
- Water Plant, 614 Hillgrove Ave.
- Community Development Offices, 4353 Wolf Rd.
- Fire Station #2, 5501 Grand Ave.
- Public Works Garage, 1440 Hillgrove Ave.

This will be a Performance Based Contract. This is a one-year contract with four, one-year extension options. The extension option is for a one-year period and is effective if approved by the Village Board.

BASIS OF AWARD

The evaluation process for the award of this contract is a **two-step** process consisting of a Request for Qualifications, narrowing the field down to appropriate candidates, and then a Request for Proposals outlining the costs and terms of service.

Step 1. Request for Qualifications: Contractors will be required to meet the following requirements:

- a. Five years cleaning experience with three years of cleaning government or commercial accounts.
- b. At least 100,000 square feet under contract and two locations with a minimum of 50,000 square feet.
- c. Five current government or commercial customer references.
- d. All permits, licenses, and insurance as required by the State of Illinois

The following submittal format should be followed

Overview of the Company -- This section should contain information on the company and its business, i.e., years in business, owner, and number of employees. Please provide any information that will justify why your company should be awarded the Village of Western's business.

Years Cleaning Government/Commercial Accounts -- This section should include information about the government and/or commercial cleaning experience your staff has and the training that is provided. In this section please include information about your staff training, and experience in cleaning accounts similar to the Village of Western Springs if applicable.

Average Commercial Square Feet -- This section should contain a listing of current government/commercial accounts including the square feet.

Quality Control/Quality Assurance Plan -- This section should contain your approach to Quality Control and your company's Quality Assurance Plan.

References – Please provide at least five references, with at least two of those references being government or municipal organizations.

Insurance Information – Please provide information regarding your company's insurance, including workman's compensation, liability insurance and automobile insurance.

All submittals must be thorough, complete and accurate. Only those proposers found qualified in Step 1 will be considered for pricing.

VI. Contract Provisions

Locations to be cleaned

These specifications cover the cleaning of the Village Hall, Police Department, Public Works Department building, Community Development and Fire Rescue building, and downtown train depot. Checklists are located in the back of this document. The approximate square footage (it shall be the Contractor's responsibility to verify) of the areas to be cleaned as follows

Facility	Approximate Square Footage
Fire & Community Dev.	16,883
Village Hall & Police Offices	31,025
Train Depot	670
Water Division	2,847
Fire Station #2	3,458
Public Works Garage	3,576

These specifications are not to be construed as exclusive. It is intended that the services provided by the Contractor include all functions normally considered a part of workmanlike, satisfactory custodial work, whether or not specifically listed herein. The Village of Western Spring's satisfaction with the cleaning services performed shall be of the utmost importance. The Contractor's employees shall always be presentable, courteous and receptive to the direction of the Village's representatives.

Term

The term of this contract shall be a one calendar year period commencing on the date of first service and ending 365 days after that first service date, unless the contract is terminated pursuant to the terms herein.

Days of Services

Services shall be performed on the days and times as described below for each facility

Facility	Days	Times
Police Department	Sun – Sat	Between 6:00 pm – 6:00 am
Fire Station #1 & Community Development	Tues–Sun	Between 8:00 pm – 6:00 am
Village Hall	Mon – Fri	Between 6:00 pm – 6:00 am*
Train Depot	Mon – Fri	Between 8:00 pm – 12:00 am
Water Division (2 times Weekly)	Tues, Thurs	Between 6:00 pm – 10:00 pm
Fire Station #2	Mon, Wed, Fri	Between 6:00 pm – 6:00 am
Public Works Garage	Mon, Wed, Fri	Between 6:00 pm – 6:00 am

*Village board meetings occur twice monthly at 7:00 pm on Mondays in the Village Board Room, located on the first floor of the Village Hall. Service should be adjusted during this time

as to not disturb board meetings on these evenings. Other meetings may occur on various dates. The Village will provide the contractor in advance a schedule of upcoming meetings.

A schedule must be presented to the Director of Municipal Services, or their des and approved before the contract begins. The schedule should outline the time that each facility will be cleaned. The schedule should remain constant throughout the life of the contract unless both the contractor and Village agree to a new official schedule.

Service will not be required on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

Weekly Checklist Inspection

Completion checklists will be posted in each building and are required to be filled out daily after cleaning is completed. The Village designee will evaluate the checklist and determine if the work was properly completed. Checklist locations will be discussed at the mandatory walkthrough.

Supervision and Training

The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities on an "as needed" basis to be sure that work has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the Village's account if the current representative(s) are deemed unacceptable by the Village Manager or their designee.

Nametags

Name tags are required for all employees. A picture ID with company logo must be on personnel at all times while cleaning at Village facilities. If requested, the Village will supply nametags for Contractor's employees at Contractor's cost.

Safety

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village of Western Springs, as they pertain to the cleaning service operations, as well as, by general regulations and standards of the industry and in accordance with all applicable federal, state, county and Village laws and rules.

Security

The backgrounds of all cleaning service employees shall be carefully interviewed, screened, and reference checked by the Contractor before those employees are sent to any Village facility to commence providing services. Records of the same shall be provided to the Village for any employee working within a Village facility. Any unusual occurrences will be reported immediately to the proper authority.

Office Workspace Cleaning

The Contractor shall be responsible for cleaning and disinfecting all surfaces including, but not limited to keyboards, desktops, chairs, arm chairs, etc. on Fridays, once per week, if surfaces and locations are clear of any personal items or work materials that may obstruct the work surface. Employees of the Village shall clean off any work materials on the above referenced locations if they would like the work surface cleaned.

At no time should the Contractor touch or move any personal items located on the above referenced surfaces.

Kitchen Cleaning

All kitchens and kitchen surfaces, including sinks, faucets, microwave oven interiors/exterior, coffee machines, appliance exteriors, tables and chairs shall be cleaned and disinfected on a daily basis.

Walkthrough Inspections

Quarterly walk through inspections with the cleaning supervisor will be scheduled with a Village's designee to observe and evaluate current service levels. Additional meetings will be at the Village's discretion. Punch list items must be completed no later than one week after notification from the Village.

Additional Services / Emergency Conditions

The Contractor shall be capable of temporarily providing additional services and/or increased frequency of service if necessary due to emergency conditions or special use of the building (i.e. special public meetings on a weekend) at the Village's request. Except for emergency conditions, the Village shall provide twenty-four (24) hour notice that increased services shall be required. Additional services outside of normal working hours and days of service, or requiring additional help during normal working hours, shall be paid at the hourly rate indicated in the contract.

Carpet Cleaning and Floor Waxing

Cleaning of carpet and tile shall be done on an as requested basis based on a 1,000 square foot minimum cleaning. Carpet cleaning and floor waxing will be completed during the times listed under "Days of Service" and shall be done with minimum disruption. All furniture less than 100lbs that is easily moveable shall be moved and cleaned under. Large furniture such as file cabinets or desks requiring the dismantling of the item does not have to be moved for a carpet cleaning.

Miscellaneous Services

The Contractor shall be responsible for immediately reporting any severe irregularities that are discovered during the course of working in the Village facilities. These may include unlocked doors, broken windows, defective plumbing, as well as loose railings, etc.

Prohibited Actions

The Contractor shall maintain proper security at all facilities in which work is being conducted. This includes, but is not limited to, keeping doors locked (i.e. not propping them open) and no unauthorized individuals shall be admitted into any building at any time by the Contractor.

Recycling

The contractor shall be required to collect all materials in designated recycling containers (glass, paper, plastic, etc.) separately from standard refuse. Recycling materials shall all be placed in the designated recycling dumpsters at each facility. Recycling containers are designated at various locations at each facility.

Regulations

All work must comply with applicable provisions of state, federal and county regulations, as well as the Building Code and Municipal Code of the Village of Western Springs.

Sub-Standard Work

The Contractor recognizes that the Village, in its sole discretion, will determine whether the Contractor is performing in a timely and proper manner. By submitting a bill, the Contractor is certifying that all work was completed as directed and specified in the contract and/or by Village representatives. If it is determined by the Village that all work was not completed as stated by the Contractor, the Village shall meet with the Contractor to discuss recourse pertaining to the work. The recourse options shall include but are not limited to: 1) termination of the contract, 2) waiver of the Village's obligation to pay all of or a portion of the payment owed to the contractor.

Supplies

The Contractor shall supply all cleaning solutions, soaps, detergents, waxes, polishes, brooms, mops, rags, sponges, squeegees, buckets, mechanical polishers, buffers, vacuum cleaners, soap for washrooms and other items, tools or equipment needed to clean and sanitize the buildings. The following supplies will be provided by the Village: paper towels to refill dispensers, toilet paper, urinal screens, seat covers, and waste can liners. The Village is asking for an Alternate A bid for the option of having the contractor to provide all paper products (see Bid Schedule of Prices). The Village of Western Springs shall provide the Contractor with an appropriate secure area for the storage of cleaning supplies, implements and machinery; these implements, cleaning supplies and machinery will be kept in a sanitary and odor-free condition. All materials shall be stored in a manner/location as directed by the Village and such materials shall be moved by the Contractor if requested to do so by the Village. The contractor shall supply the Village with Material Safety Data Sheets (MSDS) for

all cleaning solutions, soaps, detergents waxes and polished being used as part of the cleaning contract.

VII. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village

Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of
Default Original Contract Amount from more
than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor

agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising

in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.

B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's

submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Vega Building Maintenance

Contractor

Date: 1/23/2023

Attest

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

**Contractor's Certification Regarding
Non-Payment of Compensation**

Vega Building Maintenance hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Vega Building Maintenance
Contractor

DATED: 1/23/2023

ATTEST:



EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Agreement

This Agreement (the "Agreement") made this the ____ day of **FEBRUARY** in the year **2023** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Vega Building Maintenance (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the Janitorial Services as set forth in the contract requirements for janitorial services, a copy of which is attached here to as exhibit 1 dated January 4, 2023, and as agreed to in the Contractor's Proposal dated February 2, 2023.
2. The Contractor agrees to commence the Work on or before **March 8, 2023**, and will officially, diligently and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31, 2023**.
3. The Village shall pay the Contractor for the performance of the Work to complete the Janitorial Services Contract a total dollar amount not to exceed _____ in accordance with the Contractor's Proposal dated **February 2, 2023**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bid) published on **January 5, 2023**.
 - B. Instructions to Bidders dated **January 5, 2023**.
 - C. Contractor's Proposal dated **February 2, 2023**.
 - D. Contractor's bid bond submitted by Vega Building Maintenance in the amount of \$_____ dated **February 2, 2023**. General Specifications and all additional provisions **February 2, 2023**.

- E. General Specifications and all additional provisions **February 2, 2023.**
- F. Contractor's Drug Free Workplace Certification dated **February 2, 2023.**
- G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 2, 2023.**
- H. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- I. Required Performance and Payment Bonds provided by the Contractor.
- J. Required Insurance Certificates provided by the Contractor.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

This agreement executed on the day and year first written above.

Contractor: Vega Building Maintenance Village of Western Springs

By: Guadalupe Vega Jr.
(Name and Title) VPO of Operations

By: _____
Alice Gallagher, Village President

*Corporate Seal of corporation

*Village Seal

Attest: [Signature]

By: Fernando Antonino
(Name and Title) Secretary

By: _____
Elaine Haeske, Deputy Village Clerk

EXHIBIT B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Gaudulpe Vega Jr., having being first

duly sworn, depose and state that I am the

VP of Operations

(insert "sole owner "partner", "president", " other" proper title)

and the authorized agent of Vega Building Maintenance, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Sanitorial Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.

3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

1. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or

2. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

4. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

1. In compliance with the Veterans Preference Act (330 ILCS 55/).

2. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:

(a) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will

hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

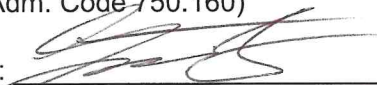
(e) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

3. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
4. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
5. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
6. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human

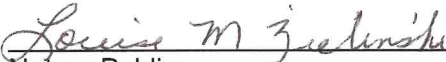
Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 

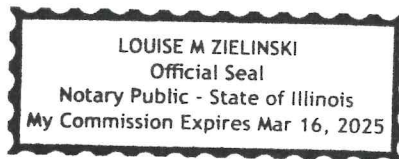
Name: Guadalupe Vega Jr.

Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 23 Day
Of January, 2023


Notary Public

Notary Public





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: HVAC Maintenance Services - The YMI Group, Inc.

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached for the Board's review and approval is a renewal letter from The YMI Group, Inc. for HVAC maintenance services in an amount not to exceed \$17,995.00. This will be the first renewal for this contract, which was awarded by the Village Board on April 22, 2024.

Financial Impact

The contract with The YMI Group, Inc. \$17,995.00.

Recommended Motion

I move to approve the first renewal of the HVAC maintenance services contract for a one-year period with The YMI Group, Inc. for an amount not to exceed of \$17,995.00.

Strategic Plan Alignment

N/A

File Attachments

1. 2025 YMI HVAC MAINTENANCE SERVICES RENEWAL EXECUTED 1-8-2025_
2. YMI HVAC Maintenance Bid



VILLAGE PRESIDENT

Heidi Rudolph

November 12, 2024

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

THE YMI GROUP, INC.
Mr. Albert Youna
2483 Greenleaf Avenue
Elk Grove Village, IL 60007

VILLAGE CLERK

Edward Tymick

Ref: Contract Renewal-HVAC Maintenance Services

VILLAGE MANAGER

Ellen Baer

Dear Mr. Youna,

DEPUTY MANAGER

Casey Biernacki

This letter is to confirm that the Village of Western Springs will renew the **HVAC Contract** for **2025**.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Steve Bradley

Signature

Title Service Manager

Date 11/13/2024



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2024 HVAC Preventative Maintenance Services
TUESDAY, APRIL 2, 2024
10:00 A.M. (Prevailing Time)

VILLAGE OF WESTERN SPRINGS
LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following project(s): **2024 HVAC Preventative Maintenance Services**.

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **2ND DAY OF APRIL 2024** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the project.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents at the Western Springs Village Hall, 740 Hillgrove Avenue, Western Springs, Illinois. A pre-bid conference walk through will be held at the Village Hall on Thursday, March 21st at 3:30 PM. All interested parties are required to attend. The purpose of the pre-bid walk through is to allow potential firms an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or bid, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

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

Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any and all applicable bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS
By Edward Tymick, Village Clerk

Published in the Times Newspaper on March 15, 2024
cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

INSTRUCTIONS TO BIDDERS
VILLAGE OF WESTERN SPRINGS
DATE: March 15, 2024

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

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

2024 HVAC Preventative Maintenance Services
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00A.M.** Prevailing Local Time on the **SECOND day of APRIL 2024**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within THIRTY (30) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding THIRTY (30) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all bids for a period of THIRTY (30) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

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

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

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

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

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

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

Anticipated Bid Schedule:

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice: Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a bid to the RFB:

Issue RFB:	March 15, 2024
Pre-Submittal Meeting:	3:30 PM on March 21, 2024
Bids Due Date:	10:00 AM on April 2, 2024
Village Board Selection of Qualified, Responsive Consultant	April 8, 2024
Begin Contract	May 1, 2024

The Village may issue one or more addenda to the RFB and may extend the above time schedule to allow the consultants to prepare and submit supplemental materials in response to the addenda.

PROPOSAL

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

RE: **2024 HVAC Preventative Maintenance Services**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by May 1, 2024 as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this bid is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

04/01/2024
Date

The YMI Group, Inc. 
Proposed Contractor (Bidder) Albert D. Youna


Witness

SCHEDULE OF BID PRICES

LOCATION	QUANTITY	UNIT COST
VILLAGE HALL	1	\$2,320.00
FIRE STATION	1	\$1,160.00
GRAND COMMUNITY CENTER	1	\$4,785.00
RECREATION CENTER	1	\$1,320.00
WATER PLANT	1	\$3,480.00
PUBLIC WORKS GARAGE	1	\$1,740.00
HISTORIC WATER TOWER	1	\$3,190.00
TOTAL FOR ALL LOCATIONS		\$17,995.00

Exact inspection dates will be determined by the Village.

REPAIR LABOR RATES	
ITEM	RATE
HOURLY LABOR	\$175.00
EMERGENCY LABOR RATE: After Hours	\$219.00
OVERTIME LABOR RATE	\$219.00
HOLIDAY LABOR RATE	\$262.00
MINIMUM CHARGE (HOURS)	2 HRS
RESPONSE TIME	WITH IN ONE HOUR

These rates will not be included in the Schedule of Bid Prices

I. Contact Information

All questions concerning this RFB shall be directed to **Diana Puga** at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Bids must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, and the firm's name as follows:

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

II. Scope of Services

The Village seeks a firm to:

- Provide labor necessary to keep equipment in proper operating condition
- Provide two inspection calls yearly on Air Conditioning Equipment
- Provide two inspection calls yearly on Heating Equipment

III. Inspections

Inspections include seasonal inspections (4) of entire systems, lubrication of all moving parts, operation temperature and pressure checks, checks and adjustment of motors and starters, valves, gas fired units, safety controls, compressors, start up and pump down of air conditioning once per season, start up and check of heating systems, replacement of provided air filters four (4) times per year, and annual (1) replacement of belts.

The contractor will also furnish any quotations for any necessary work not covered by this Agreement as requested by the Village.

IV. Locations and Equipment

Location of Village Facilities Covered within this service contract:

- Village Hall, 740 Hillgrove Avenue
- Fire Station, 4353 Wolf Road
- South Fire Station, 5501 Grand Avenue
- Grand Avenue Community Center, 4211 Grand Avenue
- Recreation Center, 1500 Walker Avenue
- Water Treatment Plant, 614 Hillgrove Avenue
- Public Works Garage, 1440 Hillgrove Avenue
- Historic Water Tower, 914 Hillgrove Avenue
- Train Station, 914 Burlington Avenue

V. Locations and Equipment - Covered Under Maintenance Contract

The following equipment and locations are to be included in the bid cost.

Village Hall, 740 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
3	Burnham Boiler	K809HNEP-LZ	Basement
2	B+G Pump	DVM56T17D	Basement
1	Trane Supply Fan	MCC0038GAHOA	Attic Space
1	Trane Return Fan	MCCA035GAHOA	Attic Space

1	Air Stack Chiller	ASP03X2HZA1	North Side of Building
1	W/LO Pump	TOP-S3X70	Attic Space

Fire Station 4353 Wolf Road

Quantity	Equipment Type	Model	Location of Equipment
2	Johnson Control RTU	J04ZES12B2C6	Roof
1	Johnson Control RTU	J072JS18D2B6	Roof
1	Carrier RTU	48TCED08AZA	Roof

Grand Avenue Community Center, 421 1 Grand Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	Burnham Boiler	8BK81DNEPLZ	Basement
2	B+G Pump	1510	Basement
13	Trane AHU	TWE036C140150	Throughout Building
13	Tran ACCU	2TTA0048A3000	Exterior of Building
2	Trane RTU	YCD150D3HABB	Rooftop Gym

Recreation Center 1500 Walker Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	Carrier RTU	48AV030HPM526VF	Rooftop West
2	Carrier RTU	48A3V030HPM52GVF	Rooftop East

Water Treatment Plant, 614 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	Lochinvar Boiler	RBN399	Basement
2	B+G Pump	HVSET4S	Basement
1	York AHU	NIAHC1601A	2 nd Floor Ceiling
1	York ACCU	GCGD42S2152B	1 st Floor Roof
1	Trane RTU	GRAAA10P	1 st Floor Roof
1	Trane RTU	GRAAA10P	2 nd Floor Roof
1	Trane RTU	GRAA80P	2 nd Floor Roof
1	Munters DAHU	1 CA-0750-021	1 st Floor Roof
1	Trane ACCU	TTAI 80F400AA	1 st Floor Roof

Public Works Garage, 1440 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
4	Trane Furnace	TUX060C93603	Mechanical Room
4	Trane ACCU	TTP048DIOOKO	Southside of Building

Historic Water Tower, 914 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	Raypack Boiler	H302C3	Basement
2	B+G Pump	HV SERIES	Basement
1	York ACCU	H4D801250	Northside of Tower
1	Lennox ACCU	LCS13DC	Northside of Tower
2	York AHU	NIAH130806A	(1) Basement, (1) Third Floor

VI. Locations and Equipment — Time & Materials

The following equipment is not to be included in the annual maintenance contract and is to be maintained under Time & Materials at the request of the Village.

Village Hall, 740 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	FUJISTU AHU	ASU3GRLXB	Server Room
1	FUJISTU ACCU	AOU36RLKB	Roof

Fire Station 4353 Wolf Road

Quantity	Equipment Type	Model	Location of Equipment
1	Reznor Make-up Unit	N/A	Garage
1	Reznor Gas Unit Heater	N/A	Garage

South Fire Station 5501 Grand Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	York Furnace	TG9S060B12MP11A	Mechanical Room
2	York ACCU	YCJ04254151A	Eastside of Building

Recreation Center 1500 Walker Avenue

Quantity	Equipment Type	Model	Location of Equipment
1	Liebert ACCU	N/A	Rooftop West

Water Treatment Plant, 614 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
2	Trane AHJ	GAM5AD660M515AA	2 nd Floor Mechanical Room
2	Trane ACCU	4TTB3060DIOOBA	1 st Floor Roof
1	Trane AHU	GAMSAOC48M415AA	1 st Floor Ceiling
1	Trane ACCU	4TTB3048DIOOBA	1st Floor Roof

Public Works Garage, 1440 Hillgrove Avenue

Quantity	Equipment Type	Model	Location of Equipment
5	Trane Gas Unit Heater	N/A	Garage Area East
4	Solaronics Infra-Red Heat	STG	Garage Area Center
4	Superior Infra-Red Heat	N/A	Garage Area West

Train Station, 914 Burlington Avenue

Quantity	Equipment Type	Model	Location of Equipment
3	Trane AHJ	TWEOZ4C14BO	Attic Space
3	First ACCU	30WCU-1 OAB	Attic Space

VII. Contractor Responsibilities

1. For security purposes, the Contractor shall be required to submit a list including the names and addresses of the personnel who will be regularly assigned to the Village's properties. In addition, all staff assigned to the Village of Western Springs premises must be bonded and insured. All staff shall wear a work uniform type shirt or smock that clearly displays the company and worker's name as well as display a Village issued identification tag. Shorts will not be accepted as work clothing.
2. The Contractor warrants, covenants and otherwise agrees that the personnel it sends to the Village shall be responsible individuals free of felony convictions. The Contractor shall obtain waivers or consent forms from its employees and shall otherwise comply with all Federal, State and local laws with regards to the background checks. In this regard, the Contractor agrees to obtain waivers from its employees and will perform a background check for criminal history with the State of Illinois. This background check shall include fingerprints in addition to all other relevant information (i.e., date of birth, address, social security number, etc.). The result of these background checks shall be sent to the Village Manager prior to any personnel being assigned to the Village. All costs associated with the background check shall be incidental to the contract.
3. The Contractor may not substitute any employee on Village property without prior notification to the Village. In the event that a substitute employee is to be utilized, they must first report to the Building Services Coordinator for issuance of the identification tag.
4. The Contractor's personnel shall not disturb papers on desks, or open drawers, cabinets, files, or bookcases. The Village's telephones shall not be used by the Contractor's personnel for personal use. Under no circumstances shall the Contractor's personnel be allowed to bring visitors, children or other relatives into the Village's buildings.

Vendors submitting bids shall be required to submit with the bid a notarized copy of a Certificate of Insurance for the full types and limits required by the attached contract. The Village of Western Springs reserves the right, at its sole discretion, to determine the responsible bid and to waive any informalities or irregularities. Further, the Village of Western Springs reserves the right to reject any or all bids.

General Specifications

VIII. Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

IX. Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

X. Firm Investigations

Before submitting a bid, each firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the firm will rely. If the firm receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

XI. Building Regulations

All work shall conform to the building codes in force in the Village.

XII. Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

XIII. Collusion Among Firms

Each firm, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the firm. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a firm has interest in more than one bid for the work being bid may result in rejection of all bids in which the firm is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

XIV. Compliance With Freedom of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7 (2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the nonexempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

XV. Compliance with Laws: Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any Contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Contractor further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Public Agency.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

XVI. Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

XVII. Debarment

By submitting a bid, the firm certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

XVIII. Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default

Original Contract Amount

from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300

\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

XIX. Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

XX. Exceptions

Firms taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the firm's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

XXI. Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the firm in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the firm.

XXII. Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

XXIII. Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

XXIV. Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

XXV. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys

and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

XXVI. Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- ii. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- iii. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- iv. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- i. Commercial General Liability: \$1 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- ii. Business Automobile Liability: \$1 combined single limit per accident for bodily injury and property damage.
- iii. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$11000,000 per accident.
- iv. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- v. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

- a. The policies are to contain, or be endorsed to contain, the following provisions:
- b. General Liability and Automobile Liability Coverage
 - i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
 - ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
 - iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- c. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.
- d. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VI! and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

XXVII. Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in jurisdiction of said Court for any such action or proceeding.

XXVIII. Non-appropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of non-appropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

XXIX. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

XXX. Permits Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

XXXI. Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the Village, the revised rate shall apply to this contract and any related sub-contractor contracts. The prevailing rate of wages is subject to revision from time to time by the Department of Labor and are available on the Department's official website.

XXXII. Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

XXXIII. References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of three (3) shall be required.

XXXIV. Renewal of Contract

Upon written agreement of both parties at least THIRTY (30) days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of FOUR (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

XXXV. Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby.
- b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work,

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

XXXVI. Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

XXXVII. Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

XXXVIII. Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

XXXIX. Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

XL. Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in completing the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

XLI. Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the firm's lack of

responsiveness. Further, if the format of the firm's submittal is prescribed in the bid documents and the firm fails to follow that format, this may be construed as an indication of the firm's lack of responsiveness.

XLII. Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

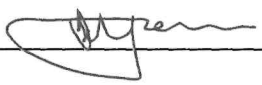
Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- d. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of Contractor's workplace.
- e. Specifying the actions that will be taken against employees for violations of such prohibition.
- f. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- g. Establishing a drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's or Contractor's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon employees for drug violations
- h. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- i. Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- j. Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.
- k. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

Contractor: Youna Mechanical, Inc., dba The YMI Group, Inc.

Date: 04/01/2024

Attest:  _____

CONTRACTOR'S CERTIFICATION REGARDING NON-PAYMENT OF COMPENSATION

The YMI Group, Inc. hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

Contractor: Youna Mechanical, Inc., dba The YMI Group, Inc.

Dated: 04/01/2024

Attest:

A handwritten signature in black ink, appearing to be "J. Green", is written over a horizontal line.

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Firm, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This bid shall remain in force and effect for a twelve (12) month period from start date.

Insert Bid Table or Schedule

Rates for services listed for 2024 contract period will remain in effect for contract renewals if both parties agree upon a contract renewal.

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Agreement

Agreement made this the _____ 2nd day of April in the year 2024 by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, herein after called "Village" and herein after called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide HVAC PREVENTATIVE MAINTENANCE SERVICES.
2. The Contractor agrees that he will be available to commence work on or before May 1, 2024.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - a. Legal Notice (Advertisement for Bid) published on March 15, 2024
 - b. Instructions to Firms dated March 15, 2024
 - c. Bid dated March 15, 2024
 - d. Schedule of Bid Prices submitted by April 2, 2024
 - e. Specifications and all additional provisions April 2, 2024
 - f. Contractor's Drug Free Workplace Certification dated April 2, 2024
 - g. Contractor's Certification Regarding Non-Payment of Compensation dated April 2, 2024
 - h. Contractor certifications including Certification of Eligibility to Enter into Public Contracts
 - i. Required Performance and Payment Bonds
 - j. Required Insurance Certificates

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: The YMI Group, Inc.

Village of Western Springs

By: 
(Albert Youna-President)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: 
(Jewana Mando-Service Coordinator)

By: _____
Elaine Haeske, Deputy Village Clerk

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS BY THE CONTRACTOR

I, Albert D. Youna, having been first duly sworn, depose and state that I am the President

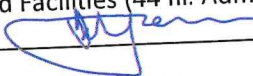
(insert "sole owner "partner", "president"," other" proper title) and the authorized agent of The YMI Group, Inc., which has submitted a bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2024 HVAC Maintenance Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act

and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
 9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle

B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures
Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By: 

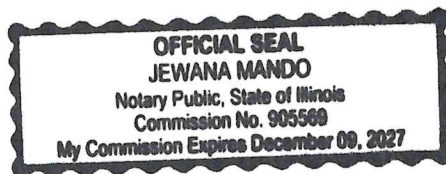
Name: Albert D. Youna

Title: Authorized Agent of Contractor

Subscribed and Sworn to Before Me This 01 Day Of April, 2024.



Notary Public



RESOLUTION NO. _____
A RESOLUTION AUTHORIZING A CHANGE ORDER INVOLVING A/AN [(INCREASE/DECREASE) IN THE CONTRACT
PRICE OF \$10,000 OR MORE]/[(EXTENSION/SHORTENING) IN WHICH THE CONTRACT IS TO BE COMPLETED BY
THIRTY DAYS OR MORE] (_____ CONTRACT)

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Act 5, Section 33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed change order to the contract between the Village of Western Springs and

_____ attached hereto as Exhibit "A" and made a part hereof, to the Corporate Authorities of the Village of Western Springs; and

WHEREAS, said change order attached hereto as Exhibit "A" would [(increase/decrease) the contract price by \$ _____ [(extend/shorten) the time period in which the contract is to be completed by _____ days];

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1: That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order is germane to the contract.
- C. That it is in the best interests of the Village of Western Springs to approve the change order in its proposed form.

Section 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

ADOPTED this _____ day of _____, 20____, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 20____.

Village President

ATTEST:

Village Clerk

REFERENCES

All bidders are required to furnish three (3) current municipal government references for clients who presently are using your services.

Municipality: village of Elk Grove Village

Date of Services & Award Amount: 05/01/2023 - 04/30/2026 \$15,000.00

Contact Name: Brian Misiak

Address: 901 Wellington Avenue

City, State, Zip Code: Elk Grove Village, IL 60007

Phone: 847-357-4098 Email: bmisiak@elkgrove.org

Municipality: Northwestern Medicine - Palos Hospital

Date of Services & Award Amount: 01/01/2024 - 12/31/2027 \$90,000.00

Contact Name: Dave Ziman

Address: 12251 S. 80th Avenue

City, State, Zip Code: Palos Heights, IL 60463

Phone: _____ Email: David.Ziman@nm.org

Municipality: One Medical

Date of Services & Award Amount: 01/01/2023 - 12/31/2024 \$36,000.00

Contact Name: Lesli Jones

Address: Various Locations

City, State, Zip Code: Chicago, IL

Phone: 817-458-6718 Email: Lesli.Jones@abm.com

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Youna Mechanical, Inc. d/b/a The YMI
Group, Inc.

2483 Greenleaf Avenue
Elk Grove Village, IL 60007

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Hundred and 00/100 ---- Dollars (\$500.00)

PROJECT:

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

2024 HVAC Preventative Maintenance Services

SURETY:

(Name, legal status and principal place
of business)

Nationwide Mutual Insurance Company
One West Nationwide Boulevard
Columbus, OH 43215

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

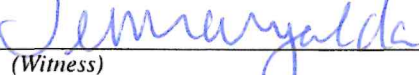
Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

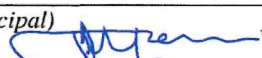
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

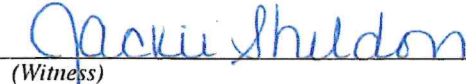
Signed and sealed this **2nd** day of **April**, **2024**
Youna Mechanical, Inc. d/b/a The YMI Group, Inc.


(Witness)

(Principal)  (Seal)

(Title) **President**

Nationwide Mutual Insurance Company
(Surety)  (Seal)


(Witness)

(Title) **Todd Schaap, Attorney-in-Fact**

Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DANIEL H GIBSON; DAVID J RUDNIK; THOMAS O CHAMBERS; TODD SCHAAP;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

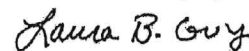


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of April, 2024.



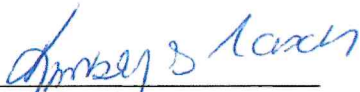
Assistant Secretary

BDJ 1(08-21)00

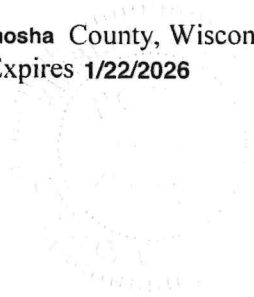
STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 2nd day of April, 2024,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Nationwide Mutual Insurance Company, a corporation
of Ohio, created, organized and existing under and
by virtue of the laws of the State of Ohio; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Tree Trimming Services - Winkler Tree & Lawn Care

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached is a renewal letter from Winkler Tree & Lawn Care for the Village's tree trimming services in amount not to exceed \$105,000.00. This will be the second renewal for the contract, which was awarded by the Village Board on February 23, 2023.

Financial Impact

The contract to Winkler Tree and Lawn Care in an amount not to exceed of \$105,000.00.

Recommended Motion

I move to approve the second renewal for the Tree Trimming Services Contract for a one-year period with Winkler Tree & Lawn Care for an amount not to exceed of \$105,000.00.

Strategic Plan Alignment

N/A

File Attachments

1. Executed Document Western Springs Winkler 2025 Renewal
2. 2023 Tree Trimming Contract - Winkler



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT
Heidi Rudolph

November 12, 2024

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Winkler Tree & Lawn Care
Mr. Kevin Halbert
P.O. Box 1154
LaGrange Park, IL 60526

VILLAGE CLERK
Edward Tymick

Ref: 2025 Contract Renewal-Tree Trimming

VILLAGE MANAGER
Ellen Baer

Dear Mr. Halbert,

DEPUTY MANAGER
Casey Biernacki

This letter is to confirm that the Village of Western Springs will renew the
2025 Tree Trimming Contract.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) KEVIN HALBERT

Signature

Title OWNER & PRESIDENT

Date 11/13/24



THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR

2023 PARKWAY TREE TRIMMING

THURSDAY, JANUARY 12, 2023

10:00 A.M. (PREVAILING TIME)

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I. Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2023 Parkway Tree Trimming.**

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **Thursday, January 12, 2023** by mail or delivered by hand to the Office of the Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened and read aloud. Bids shall be submitted in an opaque, sealed envelope plainly marked with the title of the contract.

Those desiring to bid may obtain copies of the contract, specifications, and other bidding documents at www.wsprings.com/bids.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of their bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to their ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS

By Ed Tymick, Village Clerk

Published in the Chicago Sun-Times Newspaper on December 22nd, 2022

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

II. Instructions to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: 12/22/2022

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

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

2023 PARKWAY TREE TRIMMING
VILLAGE OF WESTERN SPRINGS

And shall be delivered by hand or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **TWELFTH** day of **January, 2023**, after which time and at such place all bids will be publicly opened and read aloud.

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

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

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FORTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

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

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

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

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

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

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

III. Proposal

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

RE: 2023 Parkway Tree Trimming

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as **Specific Provisions**, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by **April 15, 2023**, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Winkler Services, LLC
1038 Greenwood Ave,
Wilmette, IL 60091

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Mailing Address for Notices

Same As Above

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 500 Five Hundred Dollars and 00/100

PROJECT:

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

2023 Parkway Tree Trimming

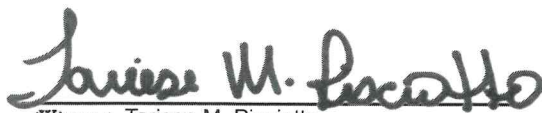
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 12th day of January, 2023

(Witness)


(Witness) Tariese M. Pisciotto

Winkler Services, LLC

(Principal)

(Seal)

By:

(Title)

The Hanover Insurance Company

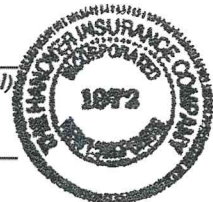
(Surety)

(Seal)

By:

(Title) James I. Moore

Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto **Notary Public of** DuPage **County, in the State of** IL ,

do hereby certify that James I. Moore **Attorney-in-Fact, of the** The Hanover Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that signed, sealed and delivered said instrument, for and on behalf of the

The Hanover Insurance Company for the uses and purposes therein set forth.

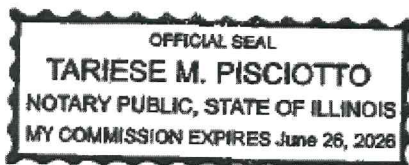
Given under my hand and notarial seal at my office in the City of _____ in
said County, this 12th day of January , 2023 .



Notary Public

Tariese M. Pisciotto

My Commission expires: June 26, 2026



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, **James I. Moore**

Of Downers Grove, IL each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

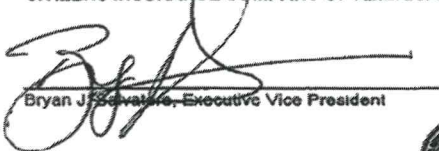
Surety Bond Number: Bid Bond
Principal: Winkler Services, LLC
Obligee: Village of Western Springs

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of September, 2022.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Savarese, Executive Vice President



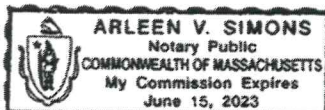
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of September, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

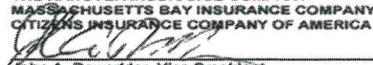



Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of January, 2023.

CERTIFIED COPY

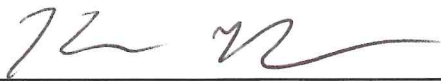
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

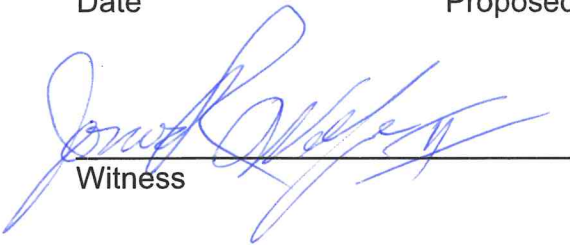
the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

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

1/11/23
Date


Proposed Contractor (Bidder)


Witness

IV. Bid Schedule

To provide for the trimming of specified trees in Western Springs, Illinois
DBH = Diameter Breast Height (four feet six inches (4' 6") above highest ground level)

Tree DBH	Approximate % of Trees of that size	Costs per tree
8"-15"	44	\$75.00
16"-25"	37	\$94.00
26"-35"	15	\$94.00
36"- plus	4	\$188.00
Asset(s)	On Call Emergency Work	Flat Rate/hour
2 Persons, Chipper truck/Chipper	Price/hour inclusive	\$300.00
1 Person Aerial Lift Truck	Price/hour inclusive	\$150.00
Laborer	Price/hour	\$150.00
1 Person Aux Truck	Price/hour inclusive	\$150.00

ADDITIONAL INFORMATION

The following information must be provided with the bid:

- I) Starting Date: 11/3/2023
- II) Equipment list to be used on the project. Revised each year upon agreement for extension of contract.
- III) References from other Municipal Trimming Contracts:

Municipality	Contact Name/Phone Number
1) <u>City of Crystal Lake</u>	<u>Larry Zurek / 815-356-3744</u>
2) <u>Village of Addison</u>	<u>Tim Tokarz / 630-620-2020</u>
3) <u>Village of Brookfield</u>	<u>Carl Moell / 630-965-1612</u>
4) <u>Village of North Riverside</u>	<u>Vince Ranieri / 708-762-5885</u>

Winkler Services LLC

All equipment listed is owned by Winkler Services LLC

Equipment type	Year	Make	Model
Boom truck	2007	Ford	LT7500
Bucket truck	2008	Ford	F-750 XLT Super Duty
Bucket truck	2005	GMC	C7500
Bucket truck	2005	GMC	C7500
Bucket truck	2005	GMC	C7500
Bucket truck	2006	International	4300
Bucket truck	2007	International	4300
Bucket truck	2007	International	4300
Bucket truck	2008	International	4300
Chipper truck	2007	Chevrolet	6500
Chipper truck	2006	Ford	F-650 XL Super Duty
Chipper truck	2006	Ford	F-650
Chipper truck	2006	Freightliner	M2
Chipper truck	2007	Freightliner	M2
Chipper truck	2007	International	4300
Chipper truck	2007	International	4700
Chipper truck	2008	International	4300
Diesel brush chipper	2012	Vermeer	BC1800XL
Diesel brush chipper	2012	Vermeer	BC1800XL
Diesel brush chipper	2013	Vermeer	BC1200XL
Diesel brush chipper	2014	Vermeer	BC1500
Diesel brush chipper	2015	Vermeer	BC1800XL
Diesel brush chipper	2015	Vermeer	BC1200XL
Diesel brush chipper	2015	Vermeer	BC1200XL
Diesel brush chipper	2015	Vermeer	BC1800XL
Diesel brush chipper	2015	Vermeer	BC1800XL
Diesel brush chipper	2015	Vermeer	BC1200XL
Diesel brush chipper	2016	Vermeer	BC1500
Dump truck	2010	Chevrolet	Silverado
Dump truck	2015	Chevrolet	Silverado
Dump truck	2001	Isuzu	NQR
Log loader truck	2005	Ford	L7500
Log loader truck	2004	International	7400
Log loader truck	2006	International	7400
Skid steer	2008	Boxer	532 DX
Skid steer	2016	Boxer	525DX
Skid steer	2016	Boxer	525DX
Skid steer	2004	John Deere	250
Skid steer	2016	Vermeer	S725TX
Sprayer truck	2001	GMC	W5500
Sprayer truck	2000	Isuzu	NQR
Sprayer truck	2001	Isuzu	NQR
Stump grinder	2015	Carlton	SP7015TRX
Stump grinder	2001	Vermeer	SC372
Stump grinder	2006	Vermeer	SC1102A
Stump grinder	2006	Vermeer	SC1102A
Stump grinder	2007	Vermeer	SC252
Stump grinder	2008	Vermeer	SC60TX
Stump grinder	2009	Vermeer	SC60TX
Stump grinder	2017	Vermeer	SC40TX
Stump grinder	2017	Vermeer	SC40TX
Stump grinder	2018	Vermeer	SC40TX
Truck tractor	2006	Mack	CXN613

Contact Information

All questions concerning this Bid shall be directed to **Nick Partipilo** at (708) 246-1800 ext. 204 or npartipilo@wsprings.com; **Chris Breakey** at (708) 246-1800 ext. 207 or cbreakeypw@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2023 Parkway Tree Trimming) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

V. Specific Provisions

Scope: The Village is seeking Bids from qualified arboriculture contractors for area-wide block trimming and individual add on (on demand) parkway tree trimming throughout the Village of Western Springs beginning in the fall of 2023 and for successive years thereafter for a period of four (4) years. Each year either party may choose to renew the contract by informing the other party by written notice Thirty (30) days prior to the end of the contract year (December 31st). The specifications contained herein shall detail how the pruning work shall be accomplished for both types of trimming. Work will be assigned by the Village Public Works Superintendent or their Designee as necessary. Particular emphasis will be placed on high standards of quality and professionalism, including safety, timeliness, cleanliness and thoroughness. All arboriculture contract work shall be done in accordance with the latest edition of the ANSI Z133 and A300 standards for Arboriculture Operations.

Responsibility of the Contractor

The selected Contractor shall furnish all labor, supervision, tools, equipment, materials and supplies and any other means necessary for performing and completing the work described in the contract including debris hauling and disposal. The Contractor shall obtain any and all required permits which include but not limited to permits from IDOT or the County of Cook if and when it is necessary. The Contractor shall be responsible for becoming a licensed Contractor in the Village of Western Springs.

Extent of Services, Alterations, Omissions and Extra Work

The Village reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary. The Village reserves the right to request any or all chippings to be delivered to the Public Works yard located at 1440 Hillgrove Avenue in the Village. In addition to the work assigned by the Public Works Superintendent or their designee, the Village requires the contractor to be available to perform emergency services as deemed necessary by the **Public Works Superintendent or their Designee**. The expected response time shall be two (2) hours.

Subletting of Agreement

This agreement entered by the Village of Western Springs for purposes mentioned herein shall not be assigned or sublet in whole or in part without written consent of the Village of Western Springs. In no case shall such consent, if given, relieve the Contractor from any obligations contained in the agreement or change the terms herein.

Working Dates, Hours, and Suspension

- A) Work Commencement:** shall begin within Ten (10) business days of the Notice to Proceed given from the Director of Municipal Services or their designee.
- B) Working Dates:** All Cyclical Tree Trimming Work should commence after the first hard frost or November 15th whichever is earlier. All current contract work must be completed and invoiced by April 1st of the current contract year. Any cyclical work will not be performed between April 1st and November 15th. This does not include emergency work or specific work designated by the **Public Works Superintendent or their Designee**.
- C)** All work shall be done only on weekdays, (Monday through Friday) from 7:30 a.m. to 5 p.m. and excludes holidays. **In an emergency situation**, the Superintendent or designee may suspend these rules in order to correct the emergency situation and the suspension is deemed only valid for the emergency situation after which all rules will be again enforced.
- D) Work Suspension:** The Village reserves the right to suspend the work, wholly or in part, for such a period of time as may be necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work.
 - 1) The Village may suspend work for such time as is necessary by reason of failure on the part of the contractor to carry out orders given, or poor workmanship as determined by the Village as final judge of quality;
 - 2) The Village may suspend work for failure of contractor to perform any or all conditions and or specifications set forth in the contract or for performing tree trimming in an unsafe manner which causes the general public, private property and/or public property to be at risk.
 - 3) No additional compensation will be awarded the contractor as a result of the suspension of work.

General Working Conditions and Standards

- A) Equipment and Use:** The Contractor shall provide all equipment, machinery, and tools necessary to performing and completing the work as specified in this contract. Contractor will rent or lease equipment if they do not own equipment to meet said standards above. If owned equipment fails or is not performing to the standards set by the Village, Village may require a replacement of said equipment.
 - 1) **Motorized Equipment:** Contractor shall not operate motorized equipment on private property or driveways without prior written authorization by the resident and prior written notice to the Superintendent of Public Works.
 - a.) **Authorized Use:** If Contractor has authorization for anywhere, they may need access onto property such as but not limited to the parkway driveway of private property, Contractor shall use support protection/ ground protection mats or an approved substitute.
 - b.) **Parking:** No off-street parking for equipment shall be provided by the Village on any of the Village public properties except as expressly authorized by the Superintendent of Public Works. There will be no

on street parking except during work hours as work is progressing. All equipment must be removed each day upon completion of the day's work.

c.) Idling Equipment: Equipment not in use should be shut down. No excess idling of vehicles or equipment is allowed.

B) Property Protection: The Contractor shall take necessary precautions to eliminate damage to adjacent tree, shrubs, streets, curbs, walks, turf and personal or public property. Limbs and branches larger than six (6) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices to minimize damage to the turf and other infrastructure. Holes made in lawns, regardless of size, shall be filled with black dirt and seeded with IDOT 2A Roadside Mix seed mix by the Contractor. Any and all damage to any property located in the Village as a result of work performed by Contractor in the Village will be the sole responsibility of the Contractor. Contractor will repair to the satisfaction of the Village any damage to property.

C) Inspections: The Village will have the final determination if all work has been completed to specifications and in a high-quality manner. The Village Public Works Superintendent or their designee shall assess the work. The Contractor will provide daily a spreadsheet of all work completed for the prior workday. Contractor's PM shall meet with the Village Public Works Superintendent or their designee at the end of each week or more frequently if needed to review the prior week's work, any issues and the next weeks work. No invoice will be approved for any work which has not been inspected and signed off by the Village Public Works Superintendent or their designee. The Village has the right to stop work if the Contractor fails to carry out work in a manner acceptable to the Village. If the Village determines the work is unacceptable, the Village may require the Contractor to do one of the following:

- 1) Repair or correct the defective work without any additional expense to the Village, including any costs associated with repairing any damage to property public or private as a result of the defective work or making corrections or
- 2) If the Village deems it unacceptable to have the Contractor correct the defective work, take a deduction from the agreed upon price based upon the costs to the Village to have the defective work corrected. Such a deduction shall in no way affect other remedies nor relieve the Contractor from responsibility for defects and related damage if any for the defective work.

D) Location of Tree Trimming: All trees will be located in the Public Right-Of Way within the Village of Western Springs or on property furnished by the Village. Note that not all trees in the designated area will be trimmed. The Village reserves the right to adjust the actual quantities of work with payment based on the unit bid prices and actual work accomplished. Maps will indicate the general locations of the work. All work is to be completed in accordance with the tree trim specifications contained herein and as designated by ANSI Z133 and A300 standards.

E) Resident Vehicle Parking: It shall be Contractor's responsibility to ensure the proposed work area is clear of vehicles each day. Special attention and advanced planning should be given to areas around schools and businesses to minimize the impact to those institutions. The Village will not assist the Contractor with contacting residents but will be available to assist coordination in the Business District and School areas. Notice shall be done prior to working in these areas at least 24 hours in advance.

F) Chippings and debris removal:

- 1) The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the street and sidewalks as much as possible.
- 2) All Debris associated with the trimming operation must be removed from the Village at the end of each day and no branches or chippings etc. may be left over night.
- 3) Payment for the removal and disposal of the waste/debris is incidental to the project and will not be paid for separately.
- 4) The Village reserves the right to request any or all chippings to be brought to the Public Works yard.
- 5) The Contractor agrees to abide by any and all applicable state and Federal laws pertaining to hauling, handling and disposition of the waste/debris.
- 6) At the end of each trimming operation, the entire area shall be thoroughly cleared of saw dust, small twigs, chips, grindings, leaves, trunks, limbs etc. from the street, parkway, sidewalk, private lawns and driveways. Each crew must have the appropriate hand tools to complete the cleaning task. The Trimming Site should be returned to the same state existing prior to the commencement of the trimming operation.

G) Street and Sidewalk Closures: As part of the weekly meeting and work schedule, Contractor will determine with the Public Works Superintendent or their designee the streets which may need to have limited access in advance so to allow the Village to alert the Police and Fire Departments. At all times access for emergency vehicles and refuse trucks must be maintained. The contractor shall, at all times conduct the work in such a manner as to cause the least inconvenience and greatest protection to the general public and public property. All streets must be opened at the end of each workday. The Contractor shall, whenever possible, block only portions of the sidewalk and streets deemed necessary to protect property and persons. Contractor shall use: proper road and lane closures and or detours; sidewalk closures and or detours; and all traffic control and devices shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and any specific provisions or details contained herein or State (IDOT) and County provisions when working on those designated routes. This includes any and all permits required to work on said streets and highways. All permit costs (if any) shall be incidental and the responsibility of the contractor. Contractor's work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control

devices used for the purpose of regulating, warning or directing traffic during the tree trimming operations. All associated costs shall be incidental to and included in the cost of the trimming operations.

H) Notification to Utility Companies

- 1) All tree trimming will occur on Village Parkways or Village owned property throughout the Village. It is the Contractor's responsibility to ensure that the overhead and or underground gas, electric, streetlight, water, telephone, cable, fiber optics and any other underground or above ground utilities are cleared by the respective agency and any fees required are paid for by the Contractor so that trimming of these trees will not be delayed.
- 2) Tree Trimming operations may be conducted in areas where overhead electric, telephone and cable facilities exist. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting the operations of this contract.
- 3) If the Contractor presents proof of proper contact of the Utility in a sufficient time for arrangement of the requested work and delays are encountered by the Contractor waiting for the utility work to be completed, it shall not be the responsibility of the Contractor for the delay in the work completion.

I) Change Orders:

- 1) Changes may be agreed to after execution and commencement of the Agreement without invalidating the Agreement but only if the Change Order is in writing and is signed by both the Contractor's authorized representative and the Village Manager or their designee and any changes greater than \$10,000.00 will require Board approval.
- 2) The Contractor shall only proceed on the work subject to the Change Order when they have received a fully executed written Change Order.
- 3) **Emergency Changes:** Contractor may perform work not included in the original agreement but necessary to remedy a condition or conditions which pose an immediate threat to persons or property. Only the work necessary to eliminate the imminent threat will be allowed to be performed. The Village shall be notified immediately of the condition. After the threat has been eliminated, the Village will negotiate a change order for any remaining work if necessary.
- 4) **Changes due to Unknown Conditions:** The Contractor is not responsible for Changes in Work resulting from conditions that were not reasonably observable or if conditions have significantly changed. In any such case, either party shall immediately notify the other so a Change Order can be negotiated if necessary.
- 5) **Minor Changes (Field Orders):** The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the work progression. These changes may not involve a change in the agreed pricing or be inconsistent with the conditions and standards set forth in the contract.

J) Payment: The Contractor shall invoice the Village monthly for work completed. The Village will pay for all undisputed invoices within thirty (30) days of receipt and acceptance by the Village Staff.

K) Correction of Work Prior to Final Payment: The Village is the final judge of acceptable work. As such, the Village reserves the right to halt work which is deemed unacceptable or is being carried out in an unacceptable manner. In so doing, final payment will be withheld if and until corrections are:

- 1) made as per General Working Conditions and Standards sub section C of this contract and or;
- 2) all punch list items are corrected, re-inspected and accepted.

Contractor Management, Personnel and Conduct

A) Contractor Management:

- 1) The Contractor shall have at all times, on site, a competent Superintendent/Foreman who shall have the full authority to act on behalf of the Contractor, and to receive and execute orders from the Director of Municipal Services, Superintendent of the Public Works or their designee. Any instructions given to this Superintendent/Foreman executing work for the Contractor shall be binding on the Contractor as though given to the Contractor personally. The Superintendent/Foreman must also be a Certified Arborist as recognized by the International Society of Arboriculture. This person may not be a tree worker.
- 2) The Superintendent/Foreman shall personally oversee operations governed by this agreement.
- 3) The Contractor, prior to commencement of work and as part of the submittals shall provide in writing the name of the Superintendent stating they have the authority to act on behalf of the Contractor.
- 4) The Superintendent/Foreman must be versed in and have thoroughly read and understood the contract and is willing to execute the specifications contained herein.

B) Personnel

- 1) **Arborist:** there shall be at least one "Certified Arborist" as recognized by the International Society of Arboriculture on the job site at all times. If the Superintendent/Foreman is not on site, then the staff member in charge must be a "Certified Arborist" and must have the authority to act on behalf of the contractor and direct work onsite. They must be able to speak articulately to residents and Village Staff about the work occurring on site.
- 2) **Certified Tree Worker:** The contractor must have at least one "Certified Tree Worker" as recognized by the International Society of Arboriculture, onsite. This person may also be the Superintendent/Foreman. The Contractor must have staff skilled to climb trees, possess the physical

endurance and demonstrate strong knowledge of safe work practices to be able to complete the job off the ground where mechanical equipment cannot be used or will cause damage to property and or the tree.

3) Labor Force: The Contractor shall employ competent laborers.

a) They must possess knowledge of tree care and understanding of trimming especially in the care of small trees, and proper trimming techniques as an example.

b) Only those laborers expert in their respective branches of work shall be employed where special skill is required such as tree climbing or small tree care as examples.

C) Conduct and Supervision

- 1) Contractor's staff must be supervised at all times by the Competent Person.
- 2) Contractor's staff should exhibit appropriate behavior at all times as they are working in public areas. They must conduct themselves at all times politely and respectfully to the residents and Village Staff.
- 3) Any incompetent work will not be tolerated, and Contractor will be asked to replace any staff deemed such by the Director of Municipal Services, the Superintendent of Public Works, or their designee.
- 4) Any inappropriate behavior, disorderly or abusive conduct observed by residents or Village staff requires the immediate removal of the individual(s) from the jobsite and the work crew for the duration of the contract.
- 5) The Contractor's Superintendent/Foreman shall meet with Village Staff at least once a week during which time they shall discuss the current work, the following weeks work, issues and punch list items and any other subjects Village Staff deems necessary for continuation of the work.
- 6) At the beginning of each day, Contractor's Superintendent/Foreman will inform the Village Public Works Superintendent or their designee of the location of the crew(s) and the proposed work for each day. At the end of each day the Contractor's Superintendent/Foreman will inform the Village Public Works Superintendent or their designee of the location of the completion of work.
- 7) The Contractor's Superintendent/Foreman shall inform the Village Public Works Superintendent or their designee, immediately of any scheduled day(s) crew(s) will not be in the Village working.
- 8) The Village Public Works Superintendent or their designee, will inspect work daily and be available should any problems arrive. The Contractor's Superintendent/Foreman should be prepared to discuss any issue(s) or past work completed or work considered incomplete by the Village Public Works Superintendent or their designee.

VI. Detail Pruning Specifications

A) Method of Measuring: Trees to be trimmed/pruned shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") at the highest ground level at the tree and will be determined by dividing the measured circumference at that point by 3.1416.

B) All Trees:

- 1) All cuts shall be made sufficiently close to the parent stem so that closure can readily occur under normal conditions. Cuts shall be made with a saw or pruner and only at the nodes or crotches. No stubs shall be left. All cuts shall be done in accordance with the latest edition, ANSI A300 standards.
- 2) Trees to be pruned in accordance with the revised Pruning Standard for Shade Tree, latest edition, ANSI A300 pruning standards.
- 3) Prune all trees so the natural form and shape of the tree is achieved so far as is possible. Appropriate crown reduction methods are preferred where parkway width is sufficient to gain specified clearances particularly when pruning species in the 6" to 16" class. However, do not remove more than twenty-five percent 25% of the live canopy.
- 4) Lower branches must be raised to a height of eight (8') feet of pedestrian access on the sidewalk.
- 5) Raise branches below fifteen (15') feet over drives and roadways. (This does not require 15 feet of clear trunk)
- 6) Upon completion of pruning, there shall be a minimum of fifteen feet (15') of clearance from a house or building including roofs. Situations where the minimum cannot be met without undue harm to a tree need to be approved by the Director of Municipal Services, the Superintendent of Public Works or their designee.
- 7) Definitions for 8 and 9 below.
 - a) Sucker Growth: Bushy and undesirable growth of small shoots on the trunk of a tree or in close proximity to the trunk.
 - b) Interfering Branches: Branches which are growing in contact with or within fifteen feet (15') of signage, manmade structures or overhanging structures.
 - c) Objectionable Branches: Those which are growing in such a manner that they cause unnecessary crowding or undesirable if the natural form and shape of the tree is to be achieved or are growing in a direction heading into the crown of the tree.
- 8) Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than one inch (1") in diameter from all trees.
- 9) Remove all sucker growth on the main trunk(s) to first main crotch.
- 10) Remove one of two or more crossed and/or rubbing branches greater than one inch (1") in diameter where practical.
- 11) Rope down all branches four inches (4") or more or branches where damage could occur by gauging of a sodded area and or damage to public walks or roadways,

private property including but not limited to bushes, flowers or structures could occur.

- 12) Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- 13) No person working in trees shall use shoes with spikes or any other footwear which in the opinion of the Village Staff cause injury to the trees while work is being performed.
- 14) Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the pruning cycle.
- 15) Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.
- 16) No topping, dehorning or Lyon tailing shall be permitted.

C) Trees eight inches (8") to sixteen inches (16") in diameter: Trees within this size class must be pruned in a top-down method. **Achieving a strong central leader along with a strong scaffold structure is the primary focus.**

- 1) Prune for central leader by removing or subordinating co-dominate stems with reduction cuts.
- 2) Prune for scaffold limb selection. Thinning or subordinating cuts may need to be made to these branches to slow their growth rate.
- 3) Potential scaffold branches should be vertically spaced eighteen inches (18") apart. Scaffold branches to remain on mature tree should be spaced at three feet (3') if growing above one another.
- 4) Scaffold branches should be no more than one half ($\frac{1}{2}$) the diameter of the trunk immediately above the branch.
- 5) Retain lateral branches along limbs, but each should be less than one half ($\frac{1}{2}$) the diameter of the limb at attachment.
- 6) At least one half ($\frac{1}{2}$) of the foliage should be on branches (temporary and permanent) arising in the lower two thirds ($\frac{2}{3}$) of the tree. Similarly, branches should have like distribution of foliage along their length.

Emergency "On Call" Work

The Contractor is required to provide On Call Emergency Work and equipment as necessary. Failure to respond or provide the requested equipment and services may be considered a breach of contract. Contractor should provide the following:

- A) Contact:** The Contractor is required to provide a twenty-four (24) hour contact number for the Village to request emergency work.
- B) Response Time:** In case of emergency, the Contractor is required to provide the requested equipment and staff to the Village within two (2) hours of a call out.
- C) Contractor Release:** The Contractor shall not pull work crews from the Village without the approval of the Director of Municipal Services, Public Works superintendent, or their designee.

VII. General Specifications

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty

(30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance With Freedom Of Information Act Requests.

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such

laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make

proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default		
Original Contract Amount		
From More Than	To and Including	Per Calendar Day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And Over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove their equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bid

The Village of Western Springs accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees,

agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.

E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of non-appropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under this contract.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the Village, the revised rate shall apply to this contract and any related sub-contractor contracts. The prevailing rate of wages is subject to revision from time to time by the Department of Labor and are available on the Department's official website

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in their manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not

be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of three (3) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Construction-Safety, Shoring, Scaffolding, Construction Methods

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

WINKLER SERVICES LLC

Contractor

Date: 1/11/23

Attest 

**Contractor's Certification Regarding
Non-Payment of Compensation**

Winkler Services LLC

_____ hereby certifies that
neither it nor any of its affiliated companies, nor any of its agents, employees or
representatives offered or paid any type of compensation or commission to any third party,
including any official of the Village of Western Springs, Illinois, to influence the Village of
Western Springs.

Winkler Services LLC

Contractor

DATED: 1/11/23

ATTEST:

7L M

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING
THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

Insert Bid Table or Schedule

Rates for services listed for 2023 contract period will remain in effect for contract renewals if both parties agree upon a contract renewal.

EXCEPTIONS TO THIS BID (THIS PAGE
MUST ACCOMPANY BID)

Agreement

Agreement made this the 27th day of February in the year 2023 by and between the **Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois**, hereinafter called "Village" and hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide **Parkway Tree Trimming as set forth in the contract requirements for parkway tree trimming, a copy of which is attached here to as exhibit 1.**
2. The Contractor agrees that they will be available to commence work on or before **April 15, 2023** and will officially, diligently and expeditiously conduct the work in a manner so as to assure completion by **December 31, 2023.**
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated January 12th, 2023, a copy of which is attached hereto and incorporated into this Agreement as Exhibit A, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that they will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on **December 22, 2022.**
 - B. Instructions to Bidders dated **December 22, 2022.**
 - C. Proposal dated **December 22, 2022.**
 - D. Schedule of Bid Prices submitted by WINKLER SPANIER LLC dated **January 12, 2023.**
 - F. Specifications and all additional provisions **January 12, 2023**
 - G. Contractor's Drug Free Workplace Certification dated **January 12, 2023.**

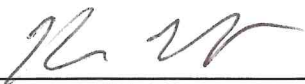
- H. Contractor's Certification Regarding Non-Payment of Compensation dated **January 12, 2023**.
- I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- J. Required Performance and Payment Bonds.
- K. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: 
 (Name and Title)
 KEVIN HAUBERT, OWNER
 *Corporate Seal of corporation

By: _____
 Alice Gallagher, Village President
 *Village Seal

Attest:

By: _____
 (Name and Title)

By: _____
 Ed Tymick, Village Clerk

EXHIBIT B

CERTIFICATION BY THE CONTRACTOR

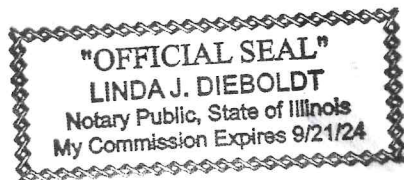
I, KEVIN HAUBERT, having being first duly sworn, depose and state that I am the SOLE OWNER (insert "sole owner", "partner," president," or other proper title) and the authorized agent of Winkler Services LLC, which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the PARKWAY TREE TRIMMING in the Village of Western Springs, and hereby certify on behalf of said company as follows:

1. That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 - (a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 - (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

[Signature]
Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 11th Day
Of January, 20 23

Notary Public



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
INVOLVING A/AN [(INCREASE/DECREASE) IN THE CONTRACT
PRICE OF \$10,000 OR MORE]/[(EXTENSION/SHORTENING) OF THE
TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY
DAYS OR MORE] (_____ CONTRACT)**

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Act 5, Section 33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed change order to the contract between the Village of Western Springs and _____, attached hereto as Exhibit "A" and made a part hereof, to the Corporate Authorities of the Village of Western Springs; and

WHEREAS, said change order attached hereto as Exhibit "A" would [(increase/decrease) the contract price by \$_____] [(extend/shorten) the time period in which the contract is to be completed by _____ days];

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, as follows:

Section 1: That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.

- B. That the basis of the change order is germane to the contract.
- C. That it is in the best interests of the Village of Western Springs to approve the change order in its proposed form.

Section 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

ADOPTED this _____ day of _____, 19__,
pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 20__.

Village President

ATTEST:

Village Clerk



VILLAGE PRESIDENT

Alice Gallagher

VILLAGE TRUSTEES

Heidi Rudolph

James Tyrrell

Nicole Chen

Alan Fink

James John

Scott Lewis

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Brian Budds

Aleks Briedis

Michael Kelly

Jeff Koza

John Mastandona

Tony Budzikowski

Addendum 1 – Parkway Tree Trimming

- **How many plan holders are there?**
 - As of 1/5/2023, there are 15 plan holders for this contract.
- **Which Subdivisions are planned to be pruned this year?**
 - The Western Springs subdivisions of Ridgeacres, Ridgewood, and Old Town South are on schedule to be pruned in 2023. The Village website under “Forestry” contains a GIS map describing tree locations and subdivisions.
- **How many additional individual requests do you expect on an annual basis?**
 - No way to quantify this.
- **How many trees are pruned each year?**
 - No way to quantify this as they are pruned on a subdivision-basis and each subdivision varies greatly in quantity of trees.
- **How many trees are in the Village ROW?**
 - Approximately 7,900
- **How many trees are to be pruned in 2023?**
 - Approximately 1,500





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com
INSURED Winkler Services, LLC dba Winkler Tree & Lawn Care P.O. Box 1154 La Grange Park IL 60526	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1314476992**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP1257639	2/20/2022	2/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP1103948	2/20/2022	2/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB1043605	2/20/2022	2/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV1033759	2/20/2022	2/20/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured with respects to General Liability and Auto Liability on a primary & non-contributory basis only when required by written contract. Waiver of subrogation in favor of the additional insured(s) will apply to General Liability and Worker's Compensation only when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Village of Western Springs
740 Hillgrove Ave
Western Springs IL 60558

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.D.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Landscape Services - Beary Landscape Management, LLC.

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached for the Board's review and approval is a renewal letter from Beary Landscape Management, LLC for the Village's Landscape Services, in an amount of \$44,020.00 for monthly maintenance work and a total budgeted amount of \$91,779 for seasonal planting, holiday decorative work, and additional requested services. This will be the first renewal for the contract which was awarded by the Village Board on April 22, 2024.

Financial Impact

FY2025 budgeted amount of \$91,779, including \$44,020 for monthly maintenance and remaining balance includes payment for annual plantings, seasonal decorations and additional requested services

Recommended Motion

I move to approve the first renewal for the Landscape Services contract for a one-year term with Beary Landscape Management, LLC for an amount not to exceed of \$91,779.00.

Strategic Plan Alignment

N/A

File Attachments

1. Beary Landscape Mgt Renewal Letter 1-8-2025
2. Beary Landscaping



VILLAGE OF WESTERN SPRINGS
740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800
wsprings.com

VILLAGE PRESIDENT Heidi Rudolph
January 8, 2025

VILLAGE TRUSTEES

James Tyrrell

Nicole Chen

Alan Fink

Scott Lewis

Amy Avakian

Philip Nawrocki

VILLAGE CLERK

Edward Tymick

VILLAGE MANAGER

Ellen Baer

DEPUTY MANAGER

Casey Biernacki

DIRECTORS

Patrick Schramm

Matthew Supert

Aleks Briedis

Jeff Koza

John Mastandona

Sean Gilhoolley

Heather Valone

Brian Scott

Ref: Contract Renewal-Landscape Services

Dear Mr. Anderson,

This letter is to confirm that the Village of Western Springs will renew the
the **Landscape Services Contract for 2025.**

By signing and returning this document, you are accepting the 2025 Contract with the same
specifications and rates.

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800
extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Matthew Supert
Director of Municipal Services

Name (printed) - **Dwight Anderson**

Signature -

Dwight Anderson

Title - **Business Development Manager**

Date - **January 8, 2025**



THE VILLAGE OF
WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR
2024 Landscaping Services
TUESDAY, APRIL 2, 2024
10:00 A.M. (Prevailing Time)

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LEGAL NOTICE

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed Bids for the following:
2024 Landscaping Services Contract.

Bids will be received until **10:00 A.M.** Prevailing Local Time on the **2nd day of April 2024** by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to submit a bid may obtain copies of the contract, specifications, and other bid documents online at wsprings.com/bids. A mandatory pre-submittal virtual Microsoft Teams meeting will be held on Thursday, March 21, 2024, at 11:30 AM to answer any questions. Questions may also be submitted directly to dpuga@wsprings.com by 10:00 AM on Thursday, March 21, 2024.

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500), which shall be submitted to secure the Village against loss occasioned by failure of the contractor to abide by and comply with the terms of their bid.

The successful contractor shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Contractors will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each contractor shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsive bidder.

VILLAGE OF WESTERN SPRINGS
By Ed Tymick, Village Clerk

Published in the Sun Times Newspaper on March 15, 2024

cc: Ellen Baer, Village Manager
Elaine Haeske, Deputy Village Clerk

PROPOSAL

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

DATE: March 15, 2024

RE: **2024 LANDSCAPING SERVICES**

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this bid, the undersigned declares that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this bid is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work by May 1, 2024, and on April 1st in the consecutive contract years, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement. As the weather is the significant factor in determining when the service is necessary, the Village will notify the Contractor as to when maintenance is to begin, based upon weather conditions.
7. This bid is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security is Five Hundred (\$500.00) Dollars. If this bid is

accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

[ATTACH BID SECURITY HERE]

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

03/18/2024

Date

Beary Landscaping, LLC - Dwight Anderson

Proposed Contractor (Bidder)


Witness

Introduction

Project Background

The Village is soliciting bids from qualified for the delivery of professional services for the Village of Western Springs' Annual Landscaping and Maintenance Contract.

The successful contractor will have to provide ongoing maintenance for various Village properties and right of way (ROW) locations in addition to supplemental bids throughout the year for various seasonal plantings.

All responders are required to review this document in detail and acknowledge their understanding of the maintenance and service aspects of this project to be considered a responsible contractor.

Village Information

The Village of Western Springs, located in Cook County, is 2.3 square miles with a population of approximately 13,500. Western Springs operates under a Council-Manager form of government; the President and six (6) Trustees service for four-year overlapping terms and the Village Manager is appointed by the Village Board. The Village operates on a calendar year budget.

Mandatory Pre-Submittal Meeting Information

Join Meeting using the following link and meeting ID/passcode:

Meeting ID: 249 764 441 984

Passcode: QBpWHf

Landscaping Photos

View Landscaping Photos at the following link:

<https://wsprings.sharepoint.com/:f:/s/PublicWorks/EkW2S1C7hM1EhjKSeQxrCB4Bnp4HqNbQAR9tmqcWrmYzJw>

If you are having issues viewing, please contact dpuga@wsprings.com.

Contact Information

During the selection process, any communication regarding this RFP must be by email and directed to: **Diana Puga, Municipal Services Coordinator, dpuga@wsprings.com**. Responses to any emailed questions will be shared with all parties who request an RFP and who provide the Village with their email contact information. In addition, all emailed questions and answers shall be posted on the Village website.

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8	\$150	\$1,200
2	Ogden Wolf to Lawn	Month	8	\$60	\$480
3	Walnut triangle @ Hampton	Month	8	\$47	\$376
4	Hampton triangle @ Reid	Month	8	\$42	\$336
5	Prospect triangle @ Reid	Month	8	\$110	\$880
6	Tower Green	Month	8	\$425	\$3,400
7	800 Hillgrove Avenue	Month	8	\$42	\$336
8	Recreation Center	Month	8	\$150	\$1,200
9	Grand Avenue	Month	8	\$130	\$1,040
10	Wolf Rd. Bike Path West Adjacent to	Month	8	\$80	\$640
11	Village Hall	Month	8	\$250	\$2,000
12	Water Plant	Month	8	\$250	\$2,000
13	Well No. 5	Month	8	\$130	\$1,040
14	East Railroad Underpass	Month	8	\$46	\$368
15	Burlington Northern				\$0
15A	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15B	- Burlington Northern - Wolf	Month	8	\$131	\$1,048
15C	- Burlington Northern -	Month	8	\$131	\$1,048
16	Spring Rock Tower	Month	8	\$220	\$1,760
17	Lawn Avenue (Post Office to	Month	8	\$79	\$632
18	Planting Bowls (11 per month)	Month	8	\$65	\$520
19	Planters (9 per month) (Central	Month	8	\$65	\$520
20	Commonwealth Detention Basin	Month	8	\$175	\$1,400
21	48th Street Cul-de-sac Island	Month	8	\$48	\$384
22	Wolf 52nd to 51st	Month	8	\$58	\$464
23	Wolf 53rd to 55th	Month	8	\$74	\$592
24	Lift Station	Month	8	\$127	\$1,016
25	Fair Elms Cul-de-sac	Month	8	\$59	\$472
26	Central Cul-de-sac	Month	8	\$21	\$168
27	55th Street North side (Central to	Month	8	\$115	\$920
28	Woodland Cul-de-sac	Month	8	\$51	\$408
29	Gilbert LTHS to South Village Limits	Month	8	\$115	\$920
30	55 th Street North side East of Wolf	Month	8	\$138	\$1,104
31	55th Street South side west of	Month	8	\$127	\$1,016
32	Ridgewood Entrance @ Woodland	Month	8	\$41	\$328
33	Ridgewood Entrance @ Grand	Month	8	\$41	\$328
34	South Fire Station	Month	8	\$220	\$1,760
35	Maple Lane and Ridgewood Dr.	Month	8	\$47	\$376
36	Maple Lane and Crestview triangle	Month	8	\$47	\$376
37	Maple Lane and Woodland Dr.	Month	8	\$47	\$376
38	Ridgewood Entrance @ Park Place	Month	8	\$20	\$160

39	5625 Ridgewood ROW	Month	8	\$75	\$600
40	Ridgewood: Flagg Creek	Month	8	\$150	\$1,200
41	47 th Street Pedestrian Bridge	Quarter	4	\$150	\$600
42	48 th Street ROW Near Standpipe	Month	8	\$60	\$480
42	Sodding*	Sq.Yd.	160	\$6	\$1,000
43	Slit Seeding*	Acre	2	\$175	\$350
44	Mowing*	Acre	2	\$40	\$80
45	Mulching*	Cu. Yd	1	\$70	\$70
46	Basic T&M Rates (Foreman Labor)	Hour	55	\$30	\$1,650
47	Basic T&M Rates (Laborer w/hand	Hour	110	\$30	\$3,300
48	Railroad Protective Liability Insurance	Year	1	\$250	\$250
TOTAL BASE BID (ITEMS 1-48)					\$44,020

1. Should interested bidders bid for a 7-month or 8-month period?
8 months. Although the contract for 2024 begins in May and is for a 7-month period, all other potential contract years are on an 8-month basis.
2. Can you please provide a copy of the previous bid tab.
The 2023 Landscaping Bid Tab is provided and attached to this Addendum as Appendix A

Beary Landscaping

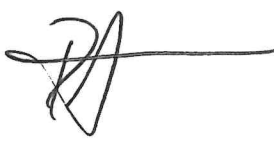
A stylized handwritten signature, possibly reading 'JA', in black ink.

4/1/24

2023 Landscaping Bid Tab

				Brightview Landscape Services		Beary Landscaping Inc.		Langton Group	
No.	Items	Unit	Qty	Unit	Total	Unit	Total	Unit	Total
1	Ogden Avenue Hampton to Tollway	Month	8	\$ 163.00	\$ 1,304.00	\$ 170.00	\$ 1,360.00	\$ 170.22	\$ 1,361.76
2	Ogden Wolf to Lawn	Month	8	\$ 55.00	\$ 440.00	\$ 60.00	\$ 480.00	\$ 111.51	\$ 892.08
3	Walnut triangle @ Hamplon	Month	8	\$ 17.00	\$ 136.00	\$ 47.00	\$ 376.00	\$ 247.98	\$ 1,983.84
4	Hamplon triangle @ Reid	Month	8	\$ 11.00	\$ 88.00	\$ 42.00	\$ 336.00	\$ 222.04	\$ 1,776.32
5	Prospect triangle @ Reid	Month	8	\$ 86.00	\$ 688.00	\$ 120.00	\$ 960.00	\$ 762.47	\$ 6,099.76
6	Tower Green	Month	8	\$ 554.00	\$ 4,432.00	\$ 580.00	\$ 4,640.00	\$ 1,852.69	\$ 14,821.52
7	800 Hillgrove Avenue	Month	8	\$ 11.00	\$ 88.00	\$ 42.00	\$ 336.00	\$ 1,013.40	\$ 8,107.20
8	Recreation Center	Month	8	\$ 35.00	\$ 280.00	\$ 155.00	\$ 1,240.00	\$ 3,812.57	\$ 30,500.56
9	Grand Avenue	Month	8	\$ 120.00	\$ 960.00	\$ 130.00	\$ 1,040.00	\$ 1,670.47	\$ 13,363.76
10	Wolf Rd. Bike Path West Adj. to Forest Preserve	Month	8	\$ 60.00	\$ 480.00	\$ 80.00	\$ 640.00	\$ 368.24	\$ 2,945.92
11	Village Hall	Month	8	\$ 347.00	\$ 2,776.00	\$ 355.00	\$ 2,840.00	\$ 4,323.54	\$ 34,588.32
12	Water Plant	Month	8	\$ 244.00	\$ 1,952.00	\$ 310.00	\$ 2,480.00	\$ 987.65	\$ 7,901.20
13	Well No. 5	Month	8	\$ 11.00	\$ 88.00	\$ 130.00	\$ 1,040.00	\$ 689.46	\$ 5,515.68
14	East Railroad Underpass	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 664.88	\$ 5,319.04
15	Burlington Nothern	Month	8	\$ 324.00	\$ 2,592.00	\$ 355.00	\$ 2,840.00	\$ 1,223.38	\$ 9,787.04
15A	Burlington Nothern- Wolf to Gilbert	Month	8	\$ 45.00	\$ 360.00	\$ 31.00	\$ 248.00	\$ 1,223.38	\$ 9,787.04
15B	Burlington Nothern- Wolf to Grand	Month	8	\$ 45.00	\$ 360.00	\$ 31.00	\$ 248.00	\$ 1,223.38	\$ 9,787.04
15C	Burlington Nothern- Grand to N. PW & S. Wall	Month	8	\$ 17.00	\$ 136.00	\$ 31.00	\$ 248.00	\$ 1,223.38	\$ 9,787.04
16	Spring Rock Tower	Month	8	\$ 216.00	\$ 1,728.00	\$ 230.00	\$ 1,840.00	\$ 174.94	\$ 1,399.52
17	Lawn Avenue (Post Office to Burlington)	Month	8	\$ 47.00	\$ 376.00	\$ 79.00	\$ 632.00	\$ 960.03	\$ 7,680.24
18	Planting Bowls (11) Central Business District	Month	88	\$ 23.00	\$ 2,024.00	\$ 22.00	\$ 1,936.00	\$ 61.05	\$ 5,372.40
19	Planters (9) Central Business District	Month	72	\$ 23.00	\$ 1,656.00	\$ 14.00	\$ 1,008.00	\$ 95.75	\$ 6,894.00
20	Commonwelath Dentention Basin	Month	8	\$ 163.00	\$ 1,304.00	\$ 185.00	\$ 1,480.00	\$ 360.25	\$ 2,882.00
21	48th Street Cul-de-sac	Month	8	\$ 16.00	\$ 128.00	\$ 48.00	\$ 384.00	\$ 288.35	\$ 2,306.80
22	Wolf 52nd to 51st	Month	8	\$ 55.00	\$ 440.00	\$ 58.00	\$ 464.00	\$ 136.74	\$ 1,093.92
23	Wolf 53rd to 55th	Month	8	\$ 71.00	\$ 568.00	\$ 74.00	\$ 592.00	\$ 126.96	\$ 1,015.68
24	Lift Station	Month	8	\$ 92.00	\$ 736.00	\$ 127.00	\$ 1,016.00	\$ 675.49	\$ 5,403.92
25	Fair Elms Cul-de-sac	Month	8	\$ 27.00	\$ 216.00	\$ 59.00	\$ 472.00	\$ 349.30	\$ 2,794.40
26	55th Street North side (Central to Woodland)	Month	8	\$ 20.00	\$ 160.00	\$ 21.00	\$ 168.00	\$ 439.69	\$ 3,517.52
27	55th Street North side East of Wolf	Month	8	\$ 108.00	\$ 864.00	\$ 115.00	\$ 920.00	\$ 165.71	\$ 1,325.68
28	Woodland Cul-de-sac	Month	8	\$ 20.00	\$ 160.00	\$ 51.00	\$ 408.00	\$ 368.87	\$ 2,950.96
29	Gilbert LTHS to South Village Limits	Month	8	\$ 108.00	\$ 864.00	\$ 115.00	\$ 920.00	\$ 287.25	\$ 2,298.00
30	55th Street North side East of Wolf	Month	8	\$ 131.00	\$ 1,048.00	\$ 138.00	\$ 1,104.00	\$ 195.10	\$ 1,560.80
31	55th Street South side west of Woodland	Month	8	\$ 121.00	\$ 968.00	\$ 127.00	\$ 1,016.00	\$ 152.19	\$ 1,217.52
32	Ridgewood Entrance @ Woodland	Month	8	\$ 11.00	\$ 88.00	\$ 41.00	\$ 328.00	\$ 419.80	\$ 3,358.40
33	Ridgewood Entrance @ Grand	Month	8	\$ 11.00	\$ 88.00	\$ 41.00	\$ 328.00	\$ 341.52	\$ 2,732.16
34	South Fire Station	Month	8	\$ 226.00	\$ 1,808.00	\$ 230.00	\$ 1,840.00	\$ 678.46	\$ 5,427.68
35	Maple Lane and Ridgewood Dr. Triangle	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 425.52	\$ 3,404.16
36	Maple Lane and Crestview Triangle	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 361.66	\$ 2,893.28
37	Maple Lane and Woodland Dr. Triangle	Month	8	\$ 16.00	\$ 128.00	\$ 47.00	\$ 376.00	\$ 383.15	\$ 3,065.20
38	Ridgewood Entrance @ Park Place	Month	8	\$ 19.00	\$ 152.00	\$ 20.00	\$ 160.00	\$ 667.00	\$ 5,336.00
39	5625 Ridgewood ROW	Month	8	\$ 17.00	\$ 136.00	\$ 75.00	\$ 600.00	\$ 241.34	\$ 1,930.72
40	Sodding*	SQ YD	160	\$ 16.00	\$ 2,560.00	\$ 7.00	\$ 1,120.00	\$ 15.45	\$ 2,472.00
41	Silt Seeding	Acre	2	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00	\$ 2,267.44	\$ 4,534.88
42	Mowing*	Acre	2	\$ 35.00	\$ 70.00	\$ 40.00	\$ 80.00	\$ 57.68	\$ 115.36
43	Mulching*	CU YD	1	\$ 65.00	\$ 65.00	\$ 60.00	\$ 60.00	\$ 82.40	\$ 82.40
44	Basic T&M Rates (Foreman Labor)	man hour	55	\$ 45.00	\$ 2,475.00	\$ 40.00	\$ 2,200.00	\$ 90.64	\$ 4,985.20
45	Basic T&M Rates (Laborer w/hand tools)	man hour	110	\$ 40.00	\$ 4,400.00	\$ 40.00	\$ 4,400.00	\$ 90.64	\$ 9,970.40
46	Railroad Protective Liability Insurance	Year	1	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ -	\$ -
Submitted Total				\$	43,500.00	\$	47,090.00	\$	274,346.32
Actual Total				\$	44,004.00	\$	49,282.00	\$	274,346.32

*These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-39 should be included within each line-item cost.

Beary Landscaping
4/1/24 

SCHEDULE OF BID PRICES

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

*These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-40 should be included within each line-item cost.

ITEM					
No.	Items	Unit	Qty	Unit Price	Total
1	Ogden Avenue Hampton to Tollway	Month	8		
2	Ogden Wolf to Lawn	Month	8		
3	Walnut triangle @ Hampton	Month	8		
4	Hampton triangle @ Reid	Month	8		
5	Prospect triangle @ Reid	Month	8		
6	Tower Green	Month	8		
7	800 Hillgrove Avenue	Month	8		
8	Recreation Center	Month	8		
9	Grand Avenue	Month	8		
10	Wolf Rd. Bike Path West Adjacent to Forest Preserve	Month	8		
11	Village Hall	Month	8		
12	Water Plant	Month	8		
13	Well No. 5	Month	8		
14	East Railroad Underpass	Month	8		
15	Burlington Northern				
15A	- Burlington Northern - Wolf Road to Gilbert	Month	8		
15B	- Burlington Northern - Wolf to Grand	Month	8		
15C	- Burlington Northern – Grand to N.PW & S. Wall	Month	8		
16	Spring Rock Tower	Month	8		

17	Lawn Avenue (Post Office to Burlington)	Month	8		
18	Planting Bowls (11 per month) (Central business District)	Month	8		
19	Planters (9 per month) (Central Business District)	Month	8		
20	Commonwealth Detention Basin	Month	8		
21	48th Street Cul-de-sac Island	Month	8		
22	Wolf 52nd to 51st	Month	8		
23	Wolf 53rd to 55th	Month	8		
24	Lift Station	Month	8		
25	Fair Elms Cul-de-sac	Month	8		
26	Central Cul-de-sac	Month	8		
27	55th Street North side (Central to Woodland)	Month	8		
28	Woodland Cul-de-sac	Month	8		
29	Gilbert LTHS to South Village Limits	Month	8		
30	55 th Street North side East of Wolf	Month	8		
31	55th Street South side west of Woodland	Month	8		
32	Ridgewood Entrance @ Woodland	Month	8		
33	Ridgewood Entrance @ Grand	Month	8		
34	South Fire Station	Month	8		
35	Maple Lane and Ridgewood Dr. Triangle	Month	8		
36	Maple Lane and Crestview triangle	Month	8		
37	Maple Lane and Woodland Dr. Triangle	Month	8		
38	Ridgewood Entrance @ Park Place	Month	8		
39	5625 Ridgewood ROW	Month	8		
40	Ridgewood: Flagg Creek	Month	8		
41	47 th Street Pedestrian Bridge	Quarter	4		
42	48 th Street ROW Near Standpipe	Month	8		
42	Sodding*	Sq.Yd.	160		

43	Slit Seeding*	Acre	2		
44	Mowing*	Acre	2		
45	Mulching*	Cu. Yd	1		
46	Basic T&M Rates (Foreman Labor)	Hour	55		
47	Basic T&M Rates (Laborer w/hand tools)	Hour	110		
48	Railroad Protective Liability Insurance	Year	1		
TOTAL BASE BID (ITEMS 1-48)					

SPECIAL PROVISIONS

GENERAL

a) Spring Inspection and Clean-up: Between May 1 and May 30 for the 2024 calendar year, and on April 1 and April 30 in consecutive contract years, the contractor shall police every area as included in this specification to remove winter accumulation and clean up all branches, papers, litter, leaves and other debris from the turf, shrub beds, natural areas, ground cover beds, flower beds, specialty areas, structures, parkways, parking lots, driveways, sidewalk, boulevards, etc. When this work is started, the Time Schedule for each location will commence and items 1 through 45 will begin to be measured for payment per calendar month or fraction thereof.

b) Plantings

The Village reserves the right to issue a seasonal change order to this contract for the plantings of flower beds. The plantings in flower beds shall be determined by the Village with consultation from the contractor on available design, species, and colors for each location, and will vary from location to location and from year to year.

- The cost of all live plants shall be reimbursed to the Contractor and the Contractor will be allowed a 15% markup. Invoices and receipts from the nursery shall be submitted to the Village and the Contractor shall clearly indicate materials distribution by location.
- The cost of other materials such as mulch, topsoil, and fertilizer shall not be reimbursed.
- The labor, equipment, and non-reimbursable material costs for a Spring, Summer and Winter planting in all flower beds shall be incorporated into the corresponding. This work will not be paid for separately.
- New plantings in ground cover beds shall be paid for on a time and materials basis utilizing the "Basic T&M" rates as identified in the schedule of prices.

c) Mowing

Mowing and line trimming shall be done in a neat and orderly manner. Proper mowing patterns and equipment shall be employed to recycle grass clippings where possible. Excess clippings shall be removed as needed. All mower blades shall be kept sharp to prevent tearing of grass blades. No more than $\frac{1}{3}$ of the grass blade shall be removed during a mowing operation. Mowing operation includes line trimming and cleaning of grass clipping from all walks and drives.

d) Leaf Removal

Leaf removal needs in shrub, evergreen, and groundcover beds, and in lawn areas vary throughout the properties. It is the intent of this specification to provide for leaf removal throughout the areas maintained under this contract. Costs for leaf removal shall be incorporated into specific pay items by location and will not be paid for separately. Leaves shall be disposed of by depositing them at the Public Works yard in the designated location.

All Areas	No. Of Occurrences
Fall	3
Springs	1

Additional "spot" leaf removal will be as authorized by the Village and in accordance with contract time and material rates.

e) Debris And Garbage Disposal

1)Landscape Debris: The removal and disposal of organic landscape debris, generated by landscape maintenance operations shall be the responsibility of the Contractor.

2)All non-organic litter and debris shall be removed by the Contractor to any Village site designated by the Village of Western Springs for disposal services and disposed of by the Village.

f) General

1)All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals, if any will be applied in accordance with applicable laws and regulations and by licensed personnel.

2)Materials shall be applied in accordance with manufacturers' directions.

3)Adequate personnel and equipment shall be provided to permit the timely completion of all operations.

4)In addition to weekly work reporting by the Maintenance Superintendent, the Contractor shall prepare a detailed monthly inspection report for presentation to the Village of Western Springs. A monthly meeting following the receipt of the report may be scheduled by the Superintendent of Public Works or their designee. This should include any replanting bids inclusive of plant materials, location by description and number below and pricing.

Basis of Payment. All payments shall be made per calendar month for the items listed below and shall be considered full compensation for all labor, materials, tools, and equipment to complete this work.

Location Details

OGDEN AVENUE HAMPTON TO TOLLWAY

Description. The area bounded by the curb line on the south side of Ogden Avenue. The east boundary is the west curb line on Hampton, and the west boundary is the Tollway Authority ROW. The Tollway Authority ROW begins where the grass ends, just west past the guardrail.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week
Edging walks and curbs	Twice a year
Weeding (Shrubs and shrubs borders)	3 times in growing season
Pruning	For safety only, cut overgrowth and overhanging to 5ft from guardrail
Weeding (Ground Cover Beds)	Weed 3 times per year

OGDEN AVENUE WOLF TO LAWN

Description. The area bounded by the curb line on the south side of Ogden Avenue, the ROW on the south side of Ogden Avenue, the west curb line on Wolf Road to the East, and the East curb line of Lawn Avenue.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week
Edging walks and curbs	Twice a year

WALNUT TRIANGLE @ HAMPTON

Description. The triangular island area bounded by curb in the center of the intersection of Walnut and Hampton.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Twice annually
Mulching	Once a year
Weed (around trees)	Every mowing
Spring clean-up	Once in the Spring, remove garden- leaf debris,
Fall clean-up	Once in the Fall, remove leaf debris
Removal of litter, debris, and garbage	Every mowing

HAMPTON TRIANGLE @ REID

Description. The triangular area bounded by curb in the middle of the intersection of Hampton and Reid. Additionally, the parcel south of Reid and east of Hampton that stretches approximately 180' X 60' from curb line to curb line Reid to Walker and curb line of Hampton to the home at 133 Reid.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	1 to 2 weeks depending on rain and mulch
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week
Mowing	Every week

PROSPECT TRIANGLE @ REID

Description. The triangular area bounded by curb in the middle of the intersection of Prospect and Reid.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every week

TOWER GREEN

Description. The Village property surrounding the historic water tower. This triangular area is bounded by the curbs on Hillgrove, Walnut, and Grand Avenue.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	All planting beds and trees must have proper mulch throughout the year
Weed (Trees, Shrubs, and ground cover)	Weekly
Pruning	As necessary. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	No weeds permitted. Weed daily or as often as necessary to prevent all weeds.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

800 WEST HILLGROVE AVENUE PARKING LOT

Description. The property of 800 WEST WOLF ROAD including the parkway ROW and the entire parking lot.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Every other mowing
Spring clean-up	Once in the Spring, remove garden or leaf debris.
Fall clean-up	Once in the Fall, remove leaf debris
Removal of litter, debris, and garbage	Every other week

RECREATION CENTER

Description. The property is located at 1500 Walker Street encompassing both parking lots, inside the fencing on the west and north perimeters and Safety Town Village on the northeast side of the main parking lot.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Hard Surfaces (walks, paths, curb lines, and non-curbed drive edges)	Blown clean after each weekly visit
Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Every other mowing
Pruning	As necessary to retain shape of plant. Monthly minimum
Grass adjacent to tree rings	Edged to create separation and maintained on regular basis
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

GRAND AVENUE

Description. This property is located at 4211 Grand Avenue with Lawn Avenue bordering the east, Grand Avenue to the west, Chestnut Street to the south with the far end of the parking lot/fence to the north. The adjacent park is not village property.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Hard Surfaces (walks, paths, curb lines, and non-curbed drive edges)	Blown clean after each weekly visit
Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Every other mowing
Pruning	As necessary to retain shape of plant wanted. Monthly minimum

Grass adjacent to tree rings	Edged to create separation and maintained on regular basis
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

WOLF ROAD BIKE PATH WEST ADJACENT TO FOREST PRESERVE

Description. The bike path is located at Wolf Road and Ogden Avenue adjacent to the Cook County Forest Preserve and runs on the West side from Ogden on the south to the Salt Creek Bridge. It includes the western edge of the path to the west edge of Wolf Rd.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Once a month with brush hog
Cultivating	4 times a year
Mulching	Once a year
Weed (Tree Beds)	4 times a year
Spring clean-up	Remove trash and leaves as necessary
Fall clean-up	Remove trash and leaves as necessary
Removal of litter, debris, and garbage	Monthly

VILLAGE HALL

Description. The Village property surrounding and including the Village Hall, Fire Station, along the north and south sides of the municipal parking lot located northeast of the Village offices including fences and rights-of-way, parkways, and Police Station. This area is bounded by Wolf Road on the West, Hillgrove Avenue to the South, and 43rd Street to the North. The East border is the property line to the North including fence, the Johnson Avenue curb adjacent to the parking lot, and the property line adjacent to 706 Hillgrove to the South. This area includes the planter beds along the North side of Hillgrove Avenue from Wolf Road to Johnson Avenue. Refer to the outline of this area on the map.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Cultivating	Every 2 weeks during growing season. Soil must be absorbent at all times
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Weekly
Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately

Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

WATER PLANT

Description. The Village property surrounding and including the Village Water Plant. This area is bounded by Johnson Avenue on the West, Hillgrove Avenue to the South, and the property lines to the North and East. Refer to the outline of this area on the map.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Weekly
Cultivating	4 times a year
Mulching	Once a year
Weed (Shrubs and shrub borders)	Every 2 weeks
Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Trees, Shrubs, and ground cover)	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

WELL NO. 5

Description. This property is located a 405 Hillgrove. The Well No. 5 site is bordered by the sidewalk on the west and baseball fields on the east, running in line with Ellington Avenue to the north. Landscaping of property was completed fall 2022. Contractors should exercise caution not to damage any external structures.

Inspection by maintenance superintendent	Weekly
Edging landscaped perimeter	3 times a year
Cultivating	4 times a year
Mulching	Once a year
Weed (Shrubs and shrub borders)	Every 2 weeks

Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Trees, Shrubs, and ground cover)	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

EAST RAILROAD UNDERPASS

Description. The East railroad underpass which lies between CLAUSEN AVENUE AND HOWARD AVENUE under the railroad tracks. The areas that require maintenance are the gardens at each entrance of the underpass which also includes maintenance behind the fencing/retaining wall towards the railroad tracks.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	4 times a year
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	Replacement: provide list at monthly meeting or sooner for approval.
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

BURLINGTON NORTHERN

Description. The property surrounding and including the Burlington Northern Sante Fe ROW. The west boundary on the north side of the tracks is the retaining wall at the entrance of the Public Works yard west of Hampton. The west boundary on the south side of the tracks is the retaining wall just west of the underpass walkway. The eastern boundary is the curb on the west side of Gilbert Avenue both north and south of the tracks. The north boundary is the curb on the south side of Hillgrove Avenue. The south boundary is the curb on the north side of Burlington Avenue. The ground cover beds shall be maintained

by pruning so that all the parking signs are visible at all times. Work on the train platform should occur without disruption to the commuter traffic and should ideally be done between 9 AM and 3 PM.

WOLF ROAD TO GILBERT

Description. The property on the North (Hillgrove Ave.) and South (Burlington Ave.) of the Burlington tracks bounded on the west by wolf road and the east by Gilbert Avenue from the back of the curb to the railroad right of way.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks, curbs, and railroad row	Every other mowing
Cultivating	Once a year
Mulching	Once a year
Weed (Trees, Shrubs, and ground cover)	4 times a year especially at the ballast line
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

WOLF ROAD TO GRAND AVENUE

Description. The property on the North (Hillgrove Ave.) and South (Burlington Ave.) of the Burlington tracks bounded on the west by Grand Avenue and the east by Wolf Road from the back of the curb to the railroad right of way. Inclusive of 4 raised planter boxes west of Lawn on Hillgrove.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	4 times a year in planters at the corners of Lawn/Grand on both Hillgrove/Burlington
Mulching	Once a year (at the corners of Lawn Hillgrove/Burlington)
Weed (Trees, Shrubs, and ground cover)	4 times a year
Pruning	4 times per season including thinning and trimming prairie grasses
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks

Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

GRAND AVENUE TO NORTH PW RETAINING WALL AND SOUTH PARK RETAINING WALL

Description. The property on the North (Hillgrove Ave.) and South (Burlington Ave.) of the Burlington tracks bounded on the east by Grand Avenue and the west by the underpass from the back of the curb to the railroad right of way.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Hillgrove: Every week sidewalk to curb (parkway) from Grand to the west side of the underpass; and sidewalk to ballast Grand Ave. to Central. 4 times a year , back of sidewalk to the BNSF ballast line, 1208 Hillgrove to the east wing wall of the underpass with brush hog. 4 times a year , from the west underpass to the WSPW yard with 2 passes of the brush hog from the sidewalk. Burlington: Every week sidewalk to ballast, Grand Avenue to Central. Every week Islands from Central to the underpass. 4 times a year from Central to the retaining wall beyond the west side of the underpass.
Mulching	Once a year (at the corners of Grand Hillgrove/Burlington)
Weed (Trees, Shrubs, and ground cover)	4 times a year especially at the ballast line
Pruning	4 times per season including thinning and trimming prairie grasses
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

SPRING ROCK WATER TOWER

Description. The Village property surrounding and including the elevated water tank in Spring Rock Park. This square area is bounded by a chain link fence.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Pruning	For safety only
Weeding	Weed 4 times per year, including at the fence line, tower base, tower legs and outbuildings

LAWN AVENUE (POST OFFICE TO BURLINGTON)

Description. The area is in the central business district, from Burlington Avenue to Post Office Drive. The area includes the east and west corners of Burlington Avenue and Lawn Avenue. The single planter bowl on the west corner of Burlington and Lawn is covered in line item 34. Be mindful of the irrigation system in the area.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mulching	Once a year
Weed (Ground Cover Beds)	Every other week or as needed.
Pruning grasses	As necessary to retain shape and height of plants in relation to tree height
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

PLANTING BOWLS AND PLANTERS

The plantings in the planting bowls and planters shall be determined by the Village and will vary from location to location and from year to year. The materials cost of all live plants shall be reimbursed to the Contractor and the Contractor will be allowed a 15% markup. Invoices and receipts from the nursery shall be submitted to the Village, and the Contractor shall clearly indicate materials distribution by location. The cost of other materials such as mulch, topsoil, and fertilizer shall not be reimbursed. The labor, equipment, and non-reimbursable materials costs for a Spring and Fall/Winter planting in all planters shall be considered incidental to the pay item PLANTING BOWLS and PLANTERS and will not be paid for separately. Be mindful of the Irrigation system in the bowls and planters.

PLANTING BOWLS (11) (CENTRAL BUSINESS DISTRICT)

Description. There are several landscaping Planting Bowls located on Burlington Avenue in the East Train Platform and Lawn Avenue areas. No weeds will be permitted in the landscape Planting Bowls. Planting Bowls shall be weeded weekly or as often as necessary to prevent all weeds.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Cultivating	Once a growing season during before planting
Mulching	Once a season and after planting
Pruning	As necessary to retain shape of plant wanted.
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed	No weeds permitted. Weed as often as necessary to prevent weeds.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings

PLANTERS (9) (CENTRAL BUSINESS DISTRICT)

Description. The Village maintains several planters outside of the areas described in the pay items for this contract. These planters are ground level and are located along Hillgrove Avenue from Johnson to Lawn. Many have perennials but will need a splash of color of annuals and a winter scape The areas typically are cut into the sidewalk of the central business district. There are 3 small square movable planters which will require attention as well located at 810 Hillgrove. The following planter areas will require a third planting for spring (Tulips) to be planted in the fall. Village Hall Circle, Village Hall Corner planting, Hillgrove/Wolf, Lawn Circle (Lawn and Hillgrove)

Because these planters are outside of the defined areas listed as pay items above, they are a separate pay item. The above ground stone planters on Burlington from Wolf to Grand are not yet included in this contract as they are maintained by others and are under renovation and may be included in future years.

No weeds will be permitted in the planters. Planters shall be weeded twice a month or as often as necessary to prevent all weeds.

Maintenance performed shall meet the requirements of the table shown below, depending upon whether ground cover or flowers are planted there respectively.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Cultivating	Once a growing season during before planting
Mulching	Once a season and after planting
Pruning	As necessary to retain shape of plant wanted. Maintain reasonable height of natural grasses
Removal of dead plants	Remove immediately

Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	No weeds permitted. Weed as often as necessary to prevent all weeds.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

COMMONWEALTH DETENTION BASIN

Description. The detention basin in the Commonwealth Subdivision located North of 48th Street and East of Commonwealth Avenue. The northern boundary is the brick retaining wall. The southern boundary is the fence line. The west boundary is the curb line of Commonwealth Avenue. The east boundary is the utility easement directly below the overhead utility lines.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Weed (borders)	Every other week
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week, while mowing

48TH STREET CUL-DE-SAC ISLAND

Description. The curbed island in the 48th Street cul-de-sac.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Every other Week
Edging walks and curbs	Every other mowing
Cultivating	Once during growing season
Mulching	Once a year
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

WOLF 52ND TO 51ST

Description. The ROW on the East side of Wolf Road from 51st Street to 52nd Street. The west boundary shall be the east curb on Wolf Road. The east boundary shall be the fence line. The northern boundary is the south curb line at 51st street; include the small "corner strip" of grass between 51st and Wolf. The southern boundary is the top of the circular access drive.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Trees, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Removal of litter, debris, and garbage	Every other week, while mowing

WOLF 53RD TO 55TH

Description. The east side of Wolf Road from the east curb-line to the ROW line. This area will be bounded by the curb on the south side of 53rd Street to the north and the north property line of the business on the northeast corner of Wolf and 55th Street. This southern boundary line is where the fence tree line becomes adjacent to the sidewalk.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Trees, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Removal of litter, debris, and garbage	Every other week, while mowing

LIFT STATION

Description. The Village property located at 5424 Fair Elms Avenue housing the lift station. Area to be maintained shall include the property and the parkway out to the west curb on Fair Elms Avenue. The property on the south extends to the southern fence line and the property on the north extends to the northern fence line. Include the fenced area West of the building as well as the ROW behind the fence line adjacent to Flagg Creek.

Activity	Schedule
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Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks, curbs, and fence line	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Shrubs and shrub borders)	Every other week or as needed
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than one month
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

FAIR ELMS CUL-DE-SAC

Description. The area at the south end of the Fair Elms cul-de-sac. This area is bordered to the north at the curb-line, to the south at the 55th street ROW tree line, and to the Village ROW line to the east and west.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Ground beds, shrubs, and shrub borders)	Every other mowing depending on rain and mulch
Pruning	For safety only
Removal of dead plants	Remove at early convenience but no longer than monthly
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

CENTRAL CUL-DE-SAC

Description. The area at the south end of the Central Avenue cul-de-sac. This area is bordered to the north at the curb-line, to the south at the 55th street ROW line, and to the Village ROW line to the east

and west. Maintenance area shall include the drainage ditch and the embankment just North of 55th street.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Ground beds, shrubs, and shrub borders)	Every other mowing depending on rain and mulch
Pruning	For safety only
Removal of dead plants	Remove at early convenience but no longer than monthly
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

55TH STREET NORTH SIDE (CENTRAL TO WOODLAND)

Description. The north side of the 55th Street ROW from the Central Avenue cul-de-sac to the Woodland Avenue cul-de-sac.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week or as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Ground beds, shrubs and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.

WOODLAND CUL-DE-SAC

Description. The area at the south end of the Woodland cul-de-sac. This area is bordered to the north at the curb-line, to the south at the 55th street ROW line, and to the Village ROW line to the east and west.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly

Edging walks and curbs	Every other mowing
Cultivating	4 times a year during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other mowing depending on rain and mulch
Pruning	For safety only
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

GILBERT LTHS TO SOUTH VILLAGE LIMITS

Description. The ROW on the west side of Gilbert Avenue from the south limits of the LTHS property to the Southern Village limits just south of 53rd Street where the sidewalk ends. This area shall be bounded by the west curb-line of Gilbert to the east, and the fence to the west.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week
Edging walks and curbs	Twice a year
Cultivating	From once a year to none depending on condition of soil
Weeding (Ground Beds, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings and fall leaves
Removal of litter, debris, and garbage	Every other week

55TH STREET NORTH SIDE EAST OF WOLF

Description. This work shall consist of the work performed at maintenance class C in the north side of the 55th Street ROW from the property line at 5455 Wolf Road East to the corporate limits of the Village. The north limit is the fence line. The south limit is the 55th street northern curb. The west limit is the start at the tree line. The east limit is the end of the fence line as it approaches the house located at 1808 55th Street.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Weeding (Shrubs and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Weeding (Ground Cover Beds)	Weed 3 times per year

55TH STREET SOUTH SIDE WEST OF WOODLAND

Description. The south side of the 55th Street ROW from Woodland Avenue west to the overpass guardrail on 294.

Activity	Schedule
Inspection by maintenance superintendent	Monthly
Mowing	Every other week and as needed
Edging walks and curbs	Twice a year or as needed
Cultivating	From once a year to none depending on condition of soil
Weeding (Ground beds, shrubs, and shrubs borders)	3 times in growing season
Pruning	For safety only
Removal of dead plants	Remove when convenient but no longer than one month
Plant replacement	Replace when convenient or not at all
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD ENTRANCE AT WOODLAND

Description. The area at the entrance to the Ridgewood Subdivision located at the intersection of 55th Street and Woodland Avenue on the Southwest corner. This area includes the area around the Ridgewood entrance sign to the back of the curb radius.

Work shall include the entire ROW stretch on the east side of Woodland Drive from 55th Street to Longmeadow Lane; The western boundary of this ROW stretch includes the curb line on the east side of Woodland and the tree line to the east of the ROW stretch.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	1 to 2 weeks depending on rain and mulch
Pruning	Twice per season

Removal of dead plants	Remove when convenient but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Weed (Ground Cover Beds)	Weed monthly
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD ENTRANCE AT GRAND

Description. The area at the entrance to the Ridgewood Subdivision located at the intersection of 55th Street and Grand Avenue on the Southwest corner. This area includes the area around the Ridgewood entrance sign to the back of the curb radius.

Work shall include the ROW south of 55th Street between the west curb line at Grand Avenue and the east curb line at Woodland Drive; Include ROW between sidewalk and the southern curb line of 55th Street.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	1 to 2 weeks depending on rain and mulch
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replace in early Spring or Fall
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

SOUTH FIRE STATION

Description. This work shall consist of the work performed at maintenance class A at the Village-owned property at 5501 Grand Avenue including the parkway ROW. The east boundary is the retaining wall, and the west boundary is the east curb line of Grand Avenue. The south boundary is the fence line between the Fire Station and the home directly south at 5503 Grand Avenue.

Activity	Schedule
Inspection by maintenance superintendent	Weekly
Mowing	Weekly
Edging walks and curbs	Every time grass is mowed

Cultivating	Every 2 weeks during growing season. Soil must be always absorbent
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Weekly
Pruning	As necessary to retain shape of plant wanted. Monthly minimum
Removal of dead plants	Remove immediately
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Weekly

MAPLE LANE AND RIDGEWOOD DRIVE TRIANGLE

Description. The triangular area bounded by curb in the middle of the intersection of Maple Lane and Ridgewood Drive.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

MAPLE LANE AND CRESTVIEW TRIANGLE

Description. The triangular area bounded by curb in the middle of the intersection of Maple Lane and Crestview Drive.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch

Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

MAPLE LANE AND WOODLAND DRIVE TRIANGLE

Description. The triangular area bounded by curb in the middle of the intersection of Maple Lane and Woodland Drive.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch
Pruning	Twice per season
Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD ENTRANCE AT PARK PLACE

Description. The area at the entrance to the Ridgewood Subdivision located at the intersection of Wolf Road and Park Place on the northwest corner. This area includes the area around the Ridgewood entrance sign to the back of the curb radius. The northern boundary ends at the tree line directly behind the Ridgewood sign.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Cultivating	Once a month during growing season
Mulching	Once a year
Weed (Ground beds shrubs and shrub borders)	Every other week depending on rain and mulch

Removal of dead plants	Remove at early convenience but no longer than two weeks
Plant replacement	Replacement: provide list at monthly meeting or sooner for approval.
Spring clean-up	Once in the Spring, remove garden debris, remove overwintered perennial stalks
Fall clean-up	Once in the Fall, cut back perennials to the appropriate height & remove cuttings
Removal of litter, debris, and garbage	Every other week

5625 RIDGEWOOD ROW

Description: The Right of Way area between 5625 Ridgewood Drive and 5700 Ridgewood Drive from curb to fence at the rear of the property. This property is bounded by three fences and the driveway.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Weekly
Edging walks and curbs	Every other mowing
Removal of litter, debris, and garbage	Every other week

RIDGEWOOD: FLAGG CREEK

Description: Maintenance access area on east side of Flagg Creek behind residential homes from Birch Lane south to end of subdivision.

Activity	Schedule
Inspection by maintenance superintendent	Every other week
Mowing	Monthly
Edging walks and curbs	N/A
Removal of litter, debris, and garbage	Monthly

47TH STREET: PEDESTRIAN BRIDGE

Description: Area east of the pedestrian bridge bounded on the south by 47th and on the north by southern edge of gravel path.

Activity	Schedule
Inspection by maintenance superintendent	Quarterly
Mowing	Quarterly
Edging walks and curbs	N/A
Removal of litter, debris, and garbage	Quarterly

SODDING*

Description. This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in the sodding operations.

CONSTRUCTION REQUIREMENTS

Ground Preparation. The area to be sodded shall be finished, cleaned, all irregularities shall be smoothed out, depressions shall be filled, and the area shall be shaped trimmed and finished uniformly. All unsuitable material, debris, rubbish, and all stones less than 3in. in largest dimension, shall be removed from the area and disposed of by the Contractor before sodding operations are begun. Immediately prior but not in excess of 24 hours before the sod is placed, the soil surface shall be worked until it is free from debris, washes, gullies, clods and stones. The surface shall be worked to a depth of not less than 3 in. with a disk, tiller or at equipment approved by the Village. Prepared surface shall be finished to a smooth finish free of irregularities. Finished ground elevations shall allow for thickness of sod to match grade of existing turf or structures.

All soil surfaces shall be moist when the sod is placed. When directed by the Village, the Contractor shall be required to apply water to dry soil surfaces at minimum rate of 1 gal/sq yd immediately prior to placing the sod.

180 lb of fertilizer nutrients per acre shall be applied over the areas to be sodded at a 2:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	90lb/acre
Phosphorus Fertilizer Nutrients	45lb/acre
Potassium Fertilizer Nutrients	45lb/acre

Sodding Time. Sod shall be placed when the ground is in a workable condition and temperatures are less than 80 °F. Sod shall not be placed when the sod or ground surface is frozen.

Transportation. All sod shall be properly protected during transportation to maintain it in a live, healthy condition. Sod cut for more than 48 hours shall only be used with the approval of the Village. Any sod that has dried out, heated to over 100 °F, or is frozen prior to placing will be rejected and shall be immediately removed from the jobsite by the Contractor.

Placing Sod. The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered.

In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. The exposed edges of sod shall be buried flush with the adjacent soil.

On slopes where the sod may be displaced during sodding operations, the workmen shall work from ladders or treaded planks.

Staking Sod. The sod shall be staked on all slopes of 1:2(V:H) or steeper. Sod shall be staked with not less than four stakes per sq yd with at least one stake for each piece of sod. Stakes shall be a minimum of 6 in. long. Stakes shall be installed so that they hold the sod firmly in place yet present no danger to pedestrians or mowing crews. The type of stake and the method of installation shall meet the approval of the Village.

Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 5-gal yd.

The Contractor shall have on hand enough equipment to completely water all sodded areas at the watering rate specified above. Water shall be obtained at the Public Works Yard and transported to the site by the contractor. Use of hydrants is not permitted.

All watering described shall be done with a spray application. The method of watering shall meet the approval of the Village.

Disposal of Surplus Material. Surplus and waste materials resulting from sodding operations shall be disposed of by the Contractor.

Method of Measurement. Sodding will be measured for payment in place and the area computed in square yards. To be acceptable, the sod shall be growing in place for a minimum of 45 days in a live, healthy condition and be knitted to the soil. When directed by the Village, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense. Only acceptable sod will be measured for payment.

Sod watering will not be measured for payment.

Fertilizer will not be measured for payment.

Basis of Payment. Sodding will be paid for at the contract unit price per square yard for SODDING.

SLIT SEEDING*

Description. This work consists of slit seeding areas as determined by the Village. Slit seeding shall be performed by mechanical means with equipment approved by the Village. A nominal quantity has been added to the Schedule of Prices to slit seed as conditions dictate. The Contractor will use a high-quality seed.

Basis of Payment. Slit seeding will be paid for at the contract unit price per acre as measured in the field for SLIT SEEDING for each occurrence, and shall be considered full compensation for all labor, materials, tools, and equipment to complete this work.

MOWING*

Description. This work consists of mowing areas outside of the limits of the pay items. A nominal quantity has been added to the Schedule of Bid Prices to cover unexpected mowing needs as the Village deems fit. It will also be used to deduct from a pay item if a significant area is deleted from a pay item and or no longer requires mowing. In addition, if the Village elects to change the maintenance class level of a particular pay item, payment can be either increased or decreased based upon the change.

Mowing and shall be done in a neat and orderly manner. Proper mowing patterns and equipment shall be employed to recycle grass clippings where possible. Excess clippings shall be removed as needed. All mower blades shall be kept sharp to prevent tearing of grass blades. No more than ⅓ of the grass blade

shall be removed at any one mowing operation. Mowing operation includes cleaning of grass clipping from all walks and drives.

Basis of Payment. Mowing will be paid for at the contract unit price per acre for MOWING for each occurrence, and shall be considered full compensation for all labor, materials, tools, and equipment to complete this work.

MULCHING*

Mulch Material shall be hardwood, uniform in size, color, quality and overall appearance. Mulch shall be free of material injurious to plant growth. Sources of mulch should be free of weeds and invasive plant parts or seeds. Sawdust, dirt, garbage, or other debris mixed in the mulch is not acceptable. Mulch should be applied in an even layer to a depth of 3 inches.

***These items are for additional work at the Village's request. The cost of sodding, mowing, silt seeding, and mulching required for items 1-39 should be included within each line-item cost.**

1. BASIC T&M RATES (FOREMAN LABOR)
2. BASIC T&M RATES (LABORER W/ HAND TOOLS)

NUMBERS 44 AND 45 COMBINED BELOW:

Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for on a time and materials basis. T&M work will not be started until authorization from the Village is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

- 1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual rate for BASIC T&M RATES.
- 2) Materials. For materials accepted by the Village and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- 3) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village, the Contractor shall use the rates submitted with the RFP package. Contractor must attach a listing of their available equipment complete with hourly rates. Specify if rate is for equipment only or if it includes operator. If the Contractor does not submit a listing of hourly rates, equipment will not be paid for in the execution of T&M work. The equipment should be of a type and size reasonably required to complete the extra work.
- 4) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- 5) Statements. No payment will be made for work performed on a T&M basis until the Contractor has furnished the Village with itemized statements of the cost of such T&M work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges.

However, if materials used on the T&M work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represented the actual cost to the Contractor.

Itemized statements at the cost of T&M work shall be detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Rates used shall be the agreed unit prices for BASIC T&M RATES (FOREMAN LABOR) and BASIC T&M RATES (LABORER W/HAND TOOLS) respectively.
- b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.

A nominal quantity of man hours for BASIC T&M RATES has been included in the Schedule of Prices for the purposes of determining the lowest cost bid. Actual quantities paid shall be in accordance with the preceding guidelines.

RAILROAD PROTECTIVE LIABILITY INSURANCE

For railroad-highway grade separation work and selected at-grade crossings as indicated in the contract bid, the Contractor shall obtain Railroad's Protective Liability and Property Damage Liability Insurance according to the requirements specified hereinafter.

Upon receipt of Certificates of Insurance from the Contractor evidencing required insurance coverages, the Village will request approval of the insurance and permission to enter upon the Railroad's right of way from the Railroad and advise the Contractor of the approvals. The Contractor shall not enter upon the right of way of a Railroad for the performance of any maintenance work or work preparatory thereto until approval of the insurance has been received from the Village. Failure on the part of the Contractor to secure approval of the insurance shall be just cause for the cancellation of the award and forfeiture of the bid guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

The Contractor, with respect to the operations he/she or any Subcontractors perform, will be required to carry in the name of and on behalf of each Railroad involved, Railroad Protective Public Liability and Property Damage Liability Insurance (ISO Form) in limits not less than \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy. This insurance shall be according to the form provided for and to be furnished by the Village. Copies of this form will be furnished on request and no substitutes will be accepted. The Contractor shall furnish the Village the original and one certified copy of the policy.

Additionally, the contract is responsible for obtaining a BNSF Contractor Safety Orientation Card and must be able to present it at all times. The card can be obtained at [bnsfcontractor.com](https://www.bnsfcontractor.com).

Basis of Payment: The costs for providing insurance, as noted above, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to:

Cori Norris
Burlington Northern Santa Fe Railroad Company
(817) 352-3414
Cori.Norris@BNSF.com

The contractor will be advised when approval of the insurance has been received from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Village evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the Village with expiration date of each required policy.

REGULATIONS

All work must comply with the building code and municipal code of the Village of Western Springs.

PUBLIC CONVENIENCE AND SAFETY

Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

During all work operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval and the direction of the Village.

To ensure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night to correct add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel without prior approval of the Village. The Contractor is required to provide all warning signs, necessary to guarantee the safety of motorists and pedestrians during work.

This work will not be paid for separately but shall be considered as incidental to the Contract and no extra compensation will be allowed.

QUANTITIES

The Village of Western Springs reserves the right to make, at any time during work, changes in quantities, alterations in work and the performance of extra work to satisfactorily maintain Village properties. Such changes in quantities, alterations and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered. Re-negotiation of unit prices will not be considered.

The quantities presented in the Schedule of Prices are approximate and are used for the purpose of determining a bid. Payment shall be made based on actual work done.

GENERAL SPECIFICATIONS

Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

Bid Investigations

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

Building Regulations

All work shall conform to the building codes in force in the Village.

Change in Scope of Work

The Village of Western Springs may request a seasonal change order based on seasonal needs and may order additional changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Village of Western Springs and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village of Western Springs in writing of this belief. If the Village of Western Springs believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

Collusion Among Contractors

Each contractor, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the contractors. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a contractor has interest in more than one bid for the work being solicited may result in rejection of all bids in which the contractor is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

Compliance with Freedom of Information Act Requests (FOIA)

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the CONTRACTOR shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the CONTRACTOR agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The CONTRACTOR also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the CONTRACTOR further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the CONTRACTOR in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The CONTRACTOR agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the CONTRACTOR agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the CONTRACTOR hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the PUBLIC AGENCY.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

Contractor Personnel

The Village of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

Debarment

By submitting a bid, the contractor certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of

default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workmen; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village of Western Springs may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village of Western Springs the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village of Western Springs.

Schedule of Deductions for Each Day of Default

<u>Original Contract Amount</u>		
from more than	to and including	calendar day
\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within 7 days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove his equipment and materials from the job site with no damage to the improvements in place. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents,

employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Exceptions

Bids taking exception to any part or section shall indicate such exceptions to their submittals. Failure to indicate any exception will be interpreted as the contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Expenses Incurred in Preparing Bids

The Village of Western Springs accepts no responsibility for any expense incurred by the contractor in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the contractor.

Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village of Western Springs, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Village of Western Springs may have.

Guaranty

A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend BNSF, the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.
- E. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president

and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self- insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
6. Burlington Northern Sante Fe Railroad shall be named as additional insured.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VI. VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

VII. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ASSUMPTION OF LIABILITY

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

Non-appropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of non-appropriation of funds by the Village of Western Springs for the services provided under the contract, the

Village of Western Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village of Western Springs shall not be obligated under this contract beyond the date of termination.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up contract specifications and be made available to the public.

Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

Prevailing Wage

The Illinois Department of Labor confirmed that landscaping maintenance items are not required to be covered by the Prevailing Wage Act. Currently, all maintenance items in the contract do not fall under the Prevailing Wage Act.

Keep in mind that the Prevailing Wage Act will still apply if there is work that requires earth moving, grading, development of a new landscaping area, creation of a nature park, or removal of landscaping from an area in order to make it ready for construction.

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under any of these items.

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village of Western Springs may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required.

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village of Western Springs, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village of Western Springs, its designees, or other authorized bodies.

Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village of Western Springs. Failure to abide by these regulations is a violation of this contract; and in addition, may subject the violator to civil penalties as prescribed in State law.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in reposting the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the contractor's lack of responsiveness. Further, if the format of the contractor's submittal is prescribed in the bid documents and the contractor fails to follow that format, this may be construed as an indication of the contractor's lack of responsiveness.

Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until

satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

Instructions for Submittal

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

2024 Landscaping Services Contract

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on the **SECOND** day of **APRIL 2024**.

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

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

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the submittal of bids withdraws their bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Deposits may be held for a period not exceeding FORTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bids, and to make award on that bid, which, in its opinion, is most advantageous to the Village.

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

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

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

Contractors will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

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

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

Reserved Rights: The Village of Western Springs reserves the right to seek clarification of information submitted by any consultant(s) in response to this RFP and/or to request additional information from the consultants during the evaluation process.

The Village of Western Springs reserves the right, at any time and for any reason, to cancel this consultant procurement process, to reject any or all bids, to accept an alternative bid or to waive any technical compliance issues with the bids.

Incurred Costs and Submitted Bids: The Village of Western Springs will not be liable in any way for any costs incurred by consultants in replying to this RFP or any part of the procurement process. The submitted Bids shall become public records of the Village upon receipt by the Village and shall not be returned to the consultant.

Communications: During the selection process, any communication regarding this RFP must be by email and directed to: **Diana Puga, Municipal Services Coordinator, at: dpuga@wsprings.com**. Responses to any emailed questions will be shared with all parties who request an RFP and who provide the Village with their email contact information. In addition, all emailed questions and answers shall be posted on the Village website.

Anticipated Bid Schedule:

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice: Any changes to the schedule shall be posted on the Village's website and notice of such changes shall be sent by email to each consultant who submits a Bid to the RFP:

Issue RFP:	March 15, 2024
Pre-Submittal Meeting:	11:30 AM on March 21, 2024
Bids Due Date:	10:00 AM on April 2, 2024
Village Board Selection of Qualified, Responsive Consultant	April 8, 2024
Begin Contract	May 1, 2024

The Village may issue one or more addenda to the RFP and may extend the above time schedule to allow the consultants to prepare and submit supplemental materials in response to the addenda.

Location of RFP and Addenda: A copy of this RFP can be examined or obtained on the Village's website (www.wsprings.com/bids) under the following tab: Professional Services. You are encouraged to check the Village's web site prior to submitting a Bid to ensure that you are responding to the current version of the RFP and to any issued addenda.

View Landscaping Photos at the following link. If you are having issues viewing or would like the link emailed to you, reach out to dpuga@wsprings.com.

<https://wsprings.sharepoint.com/:f:/s/PublicWorks/EkW2S1C7hM1EhjKSeQxrCB4Bnp4HqNbQAR9tmqcWrmYzJw>

Selection Process

While this is a competitively solicited RFB, the lowest price bid may or may not be selected as the Village Board, in its sole discretion, shall determine and select the most qualified, responsive bid. If the lowest priced bid is not deemed to be the most qualified, the Village Board reserves the right to reject all bids and re-post the Project or to reject all bids, waive the competitive bid process and negotiate an agreement with the consultant who was determined to be the most qualified, responsive consultant to submit a bid. The Village Board, in its sole discretion, also reserves the right to consider and select any bid it determines to be the most qualified, responsive contractor to if doing so best serves the needs and interests of the Village and its residents and property owners. Each consultant who submits a bid agrees to hold its pricing for the Project for a ninety (90) calendar day period after the submitted bids are opened by the Village for purposes awarding the contract or negotiating a PSA with the consultant who was determined to be the most qualified, responsive consultant to complete the Project. This RFB shall be processed in accordance with Section 1-13-6 (Purchases and Purchasing Agent) of the Village Code and 65 ILCS 5/8-1-7.

All Bids will first be evaluated to determine if they are complete and meet the requirements specified in this RFB, and those that do will be further evaluated to establish a ranking of all firms that meet the criteria. Any submittals that do not meet the minimum requirements of the RFB shall not be eligible to continue to participate in the RFB process and shall receive a disqualification letter from the Systems Administrator or their designee.

Bidders are encouraged to submit information that demonstrates previous experience with municipalities or similar such work that shall meet the scope of this contract. Additional information pertaining to the contractor's capabilities including equipment, crew size, and any other such information that demonstrates the firm as a qualifier bidder are highly encouraged.

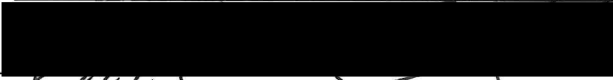
Bidder Information

Name of Bidder: Beary Landscape Management, LLC

Address: 4627 Elm Ave. Brookfield, IL 60513

Telephone No. 708-290-7100 Fax No. 708-290-7070

Email: DAnderson@bearylandscaping.com

Signature: 

Name and Title: (Please Print) Dwight Anderson- Business Development

Date: 03/18/2024

REFERENCES
(FIVE REFERENCES ARE THE MANDATORY MINIMUM)

Name of Organization: Village of Bellwood

Year of Contract: 2018 - Present

Contact Name: Jim Stock

Telephone No: 630-707-2374

Email Address: cinspector@vil.bellwood.il.us

Name of Organization: DuPage Water Commission

Year of Contract: 2016 - Present

Contact Name: Michael Weed

Telephone No: 630-834-0100

Email Address: weed@dpwc.org

Name of Organization: Flagg Creek Water Reclamation
Year of Contract: 2016 - Present
Contact Name: Robert McCarthy
Telephone No: 630-323-3299
Email Address: bmccarthy@fcwrd.org

Name of Organization: Village of Glen Ellyn
Year of Contract: 2021 - present
Contact Name: Max Brown
Telephone No: 630-742-3268
Email Address: mbrown2@glenellyn.org

Name of Organization: City of Lockport
Year of Contract: 2008 - present
Contact Name: Jenise Lopez
Telephone No: 815-838-0549
Email Address: jlopez@lockport.org

Supporting Documentation

Include any supporting documentation that demonstrates the firms ability to complete the contract specifications.

[ATTACH SUPPORTING DOCUMENTATION HERE]

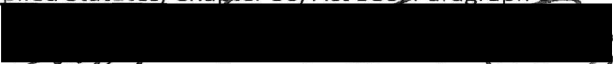
Contractor's Drug-Free Workplace Certification

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or Contractor's policy of maintaining a drug-free workplace
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6


Dwight Anderson - Beary Landscaping, LLC

Contractor
Date: 03/08/2024

Attest 

CONTRACTOR'S CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

Beary Landscape Management, LLC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.


Dwight Anderson - Beary Landscaping, LLC
Contractor

DATED: 03/18/24

ATTEST: 



AGREEMENT

This Agreement (the "Agreement") made this the 18th day of March in the year **2024** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and Beary Landscape Management, LLC (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the Landscaping Services as set forth in the contract requirements for landscaping services, a copy of which is attached here to as exhibit A dated March 14, 2024, and as agreed to in the Contractor's Bid dated 3/18/24.
2. The Contractor agrees to commence the Work on or before **MAY 1, 2024**, and on April 1 in consecutive contract years, and will officially, diligently and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **DECEMBER 31, 2024**.
3. The Village shall pay the Contractor for the performance of the Work to complete the 2024 Landscape Services Contract total dollar amount not to exceed \$45,148.00 in accordance with the Contractor's Bid dated 3/18/24, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
 - A. Legal Notice (Advertisement for Bids) published on **March 15, 2024**.
 - B. Instructions for Submittal dated **March 15, 2024**.
 - C. Contractor's Bid dated **March 15, 2024**.
 - D. Contractor's bid bond submitted by Dwight Anderson in the amount of \$ 500.00 dated **April 2, 2024**.

- F. General Specifications and all additional provision **April 2, 2024.**
- G. Contractor's Drug Free Workplace Certification dated **April 2, 2024.**
- H. Contractor's Certification Regarding Non-Payment of Compensation dated **April 2, 2024.**
- I. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
- J. Required Performance and Payment Bonds provided by the Contractor.
- K. Required Insurance Certificates provided by the Contractor.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

This agreement executed on the day and year first written above.

Contractor:

Village of Western Springs

By: Dwight Anderson - Business Dev.
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: Kim Partekel - Compliance Manager
(Name and Title)

By: _____
Elaine Haeske, Deputy Village Clerk

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beary Landscaping Inc.
15001 W 159th Street
Lockport, IL 60491

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558-1409

BOND AMOUNT: \$500.00 Five Hundred Dollars and 00/100

PROJECT:

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

2024 Landscape Services. 740 Hillgrove Avenue, Western Springs, IL 60558.

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

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

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

Signed and sealed this 21st day of March, 2024.

(Witness)

(Witness) Hina Azam

Beary Landscaping Inc.

(Principal)

(Seal)

By:

(Title)

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title) William Reidinger, Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BJ-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: William Reidinger

Surety Bond No.: Bid Bond
Principal: Beary Landscaping Inc.
Obligee: Village of Western Springs
Amount of Bond: See Bond Form

Marsh & McLennan Agency, LLC
Schaumburg, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal)  Attest: 
By 
Ira S. Lederman
Executive Vice President & Secretary

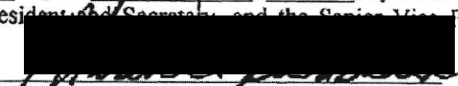
Berkley Insurance Company
By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024


Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of March, 2024.

(Seal) 


Vincent P. Forte

EXHIBIT A

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Dwight Anderson, having been first

duly sworn, depose and state that I am the

Business Deleopment Manager

(insert "sole owner "partner", "president"," other" proper title)

and the authorized agent of Beary Landscape Management, LLC, which has submitted a bid to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the Landscape Maintenance Project in the Village of Western Springs, and certifies on behalf of said company as follows:

1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
 1. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
 2. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
4. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 1. In compliance with the Veterans Preference Act (330 ILCS 55/).
 2. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
 - (a) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (b) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

3. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
4. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
5. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
6. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in

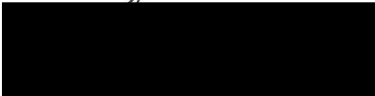
its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

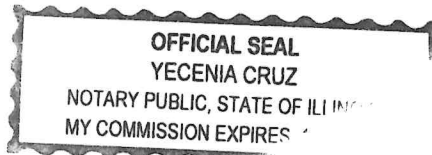
By: 

Name: Dwight Anderson

Title: Authorized Agent of Contractor

Subscribed and Sworn to Before Me This 21st Day Of March, 2024.


(Notary Public 





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.E.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Tree Removal Services - Desiderio Landscaping & Tree Removal LLC Contract Renewal

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on January 13, 2025.

Summary

Attached for the Board's review and approval is a renewal letter from Desiderio Landscaping & Tree Removal, LLC for the Village's Tree Removal Services. This will be the second renewal for the contract, which was awarded by the Village Board on March 20, 2023, in an amount not to exceed \$75,000.00.

Financial Impact

The contract with Desiderio Landscaping & Tree Removal LLC in an amount not to exceed of \$75,000.00.

Recommended Motion

I move to approve the second renewal of the Tree Removal Services Contract for a one-year period with Desiderio Landscaping & Tree Removal LLC in an amount not to exceed \$75,000.00.

Strategic Plan Alignment

N/A

File Attachments

1. 2025 Contract Renewal - Desiderio Landscaping
2. 2025 Contract Renewal - Desiderio Landscaping



VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800

wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

January 8, 2025

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Mr. Juan Desiderio
Desiderio Landscaping & Tree Removal LLC.
17258 E. 12000 N. Rd
Grant Park, IL 60940

VILLAGE CLERK

Edward Tymick

Ref: Contract Renewal-Tree Removal

VILLAGE MANAGER

Ellen Baer

Dear Mr. Desiderio,

This letter is to confirm that the Village of Western Springs will renew the
2025 Tree Removal Contract

DEPUTY MANAGER

Casey Biernacki

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Juan Desiderio

Signature Juan Desiderio

Title owner

Date 1-8-2025





VILLAGE OF WESTERN SPRINGS

740 Hillgrove Avenue • Western Springs, IL 60558 • 708.248.1800

wsprings.com

VILLAGE PRESIDENT

Heidi Rudolph

January 8, 2025

VILLAGE TRUSTEES

James Tyrrell
Nicole Chen
Alan Fink
Scott Lewis
Amy Avakian
Philip Nawrocki

Mr. Juan Desiderio
Desiderio Landscaping & Tree Removal LLC.
17258 E. 12000 N. Rd
Grant Park, IL 60940

VILLAGE CLERK

Edward Tymick

Ref: Contract Renewal-Tree Removal

VILLAGE MANAGER

Ellen Baer

Dear Mr. Desiderio,

This letter is to confirm that the Village of Western Springs will renew the
2025 Tree Removal Contract

DEPUTY MANAGER

Casey Biernacki

By signing and returning this document, you are accepting the 2025 Contract with the same specifications and rates.

DIRECTORS

Patrick Schramm
Matthew Supert
Aleks Briedis
Jeff Koza
John Mastandona
Sean Gilhooley
Heather Valone
Brian Scott

If you have any questions, please feel free to contact Jenny Pesek at (708) 246-1800 extension 200 or email jpesek@wsprings.com.

Respectfully submitted,

Director of Municipal Services

Name (printed) Juan Desiderio

Signature Juan Desiderio

Title owner

Date 1-8-2025





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.F.

To: Board of Trustees

From: Aleks Briedis, Director of Recreation

CC: Ellen Baer, Village Manager

RE: Recreation Update - 01.13.25

Recommendation

This item was reviewed by the Properties and Recreation Committee on January 13, 2025.

Summary

The Properties and Recreation Committee reviewed this item at their meeting on January 13, 2025.

Grand Avenue Gym Improvements

Due to a breakdown of a piece of machinery that manufactures the basketball backboard mounts, the completion of the Grand Avenue Gym Improvement project is now behind schedule. The backboards are now scheduled to be delivered mid to late January. Original delivery date was the end of November. Once the backboards are installed, it is estimated to take three to four weeks to complete the rest of the project items. The hope is to have the gym open at the start of March. Items to still be completed are the installation of the backboards, electrical for the vertical height adjusters, padding on the walls, and court striping.

Recreation Center Playground Surfacing

The Recreation Center Playground Surfacing project was completed mid-November. The new surfacing looks amazing.

Recreation Center Gymnasium HVAC Replacement

The roof top HVAC units have been delivered to the contractor. Installation of the units will be scheduled in the next few weeks.

Other

- Winter/Spring program registration started on November 15th for residents and November 22nd for non-residents. Registration, once again, went very smoothly.
- We are currently working on the Summer Activities Brochure, with resident registration

starting March 21st and non-resident on March 28th.

- The Candy Cane Cordial was a huge success with over 50 children registered. With parents and other family members, over 150 people enjoyed this great event.
- Our basketball season is underway. We have a record amount of 23 travel teams, up from 19 teams last year, with an increase of over 30 players. Our house league also has record numbers with 405 players, compared to last year's 313 players. This increased our teams to 41 compared to 33 last year.
- The first session of winter early childhood programs started this week, with a majority being filled to max capacity.
- The Recreation Center hosted 7 open gyms during the holidays, with over a total of 200 participants.

Contact me with any questions.

Financial Impact

None

Recommended Motion

None

Strategic Plan Alignment

None

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 10.G.

To: Board of Trustees

From: Aleks Briedis, Director of Recreation

CC: Ellen Baer, Village Manager

RE: Recreation Financial Overview

Recommendation

This item was reviewed by the Properties and Recreation Committee on January 13, 2025.

Summary

Attached is the financial report ending November 2024 for the recreation program categories. The first chart in each category shows the cumulative revenue and expenses through November. The second chart shows the entire previous year for comparison. The third chart shows the cumulative net revenue through November. The fourth chart shows the cumulative net revenue through entire year, excluding the current year, for comparison. An analysis of each category follows.

Adult Sports

Revenues are trending higher, and expenses lower for 2024. This is due to the additional night of Men's League Basketball and an increase of pickleball classes/open play and participants.

Camps

Camp revenues decreased mainly due to the pro-rated registration fees because of holidays.

Older aged children's general camp numbers have decreased, but an increase in specialized camps (contracted camps such as STEM camps) was noted. A lower net revenue is expected in 2024 than in previous years.

Contracted/Coop Classes

This category is trending to be on par with previous years.

Early Childhood

This category is trending to be on par with previous years. November had a large increase in revenue due to Winter/Spring program registrations starting in November, where in past years it was in December.

Fitness

This category is trending to be on par with previous years.

Senior Center

This category is budgeted to break even. A large donation was received in 2023, skewing the financials.

Spartz Sports

This category has grown quickly over the last few years. This is due to increased participation in the travel basketball program and additional basketball clinics. It is estimated that net revenue could exceed 2023 by over \$50,000.

Special Events

This category is trending to be on par with previous years.

Tennis

Revenues are thought to have decreased due to the loss of the prior tennis pro, Coach Simon. Staff expects that the new tennis pro will start to attract a following and participation numbers will increase.

Tower Trot

A net profit is expected in 2024 after rebuilding the event post covid. Race fees were increased in 2024 and the number of runners also increased, helping with the net positive. Staff will continue to grow the race from this momentum.

Youth Sports

This category is trending to have higher revenue and net revenue. This is due to the increase in participation in the house basketball league.

Conclusion

With regard to net revenue for all programs and activities, FY2024 end of year financials are expected to exceed previous years. When year-end financials are complete, actual net numbers will be available.

Financial Impact

Review of Financial Overview

Recommended Motion

None

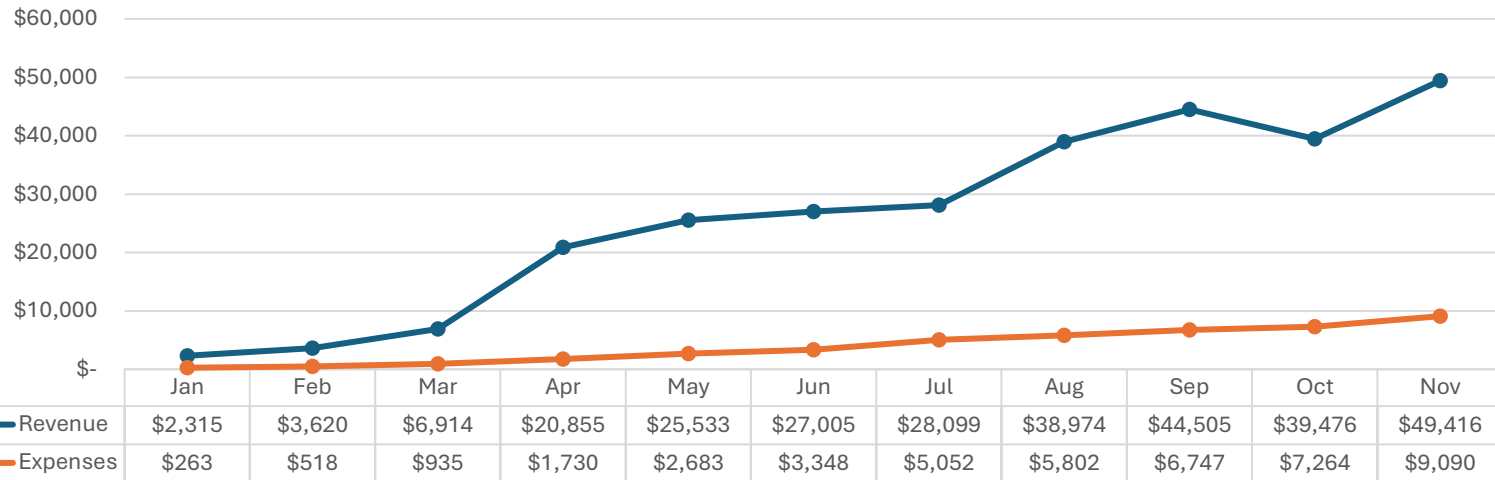
Strategic Plan Alignment

None

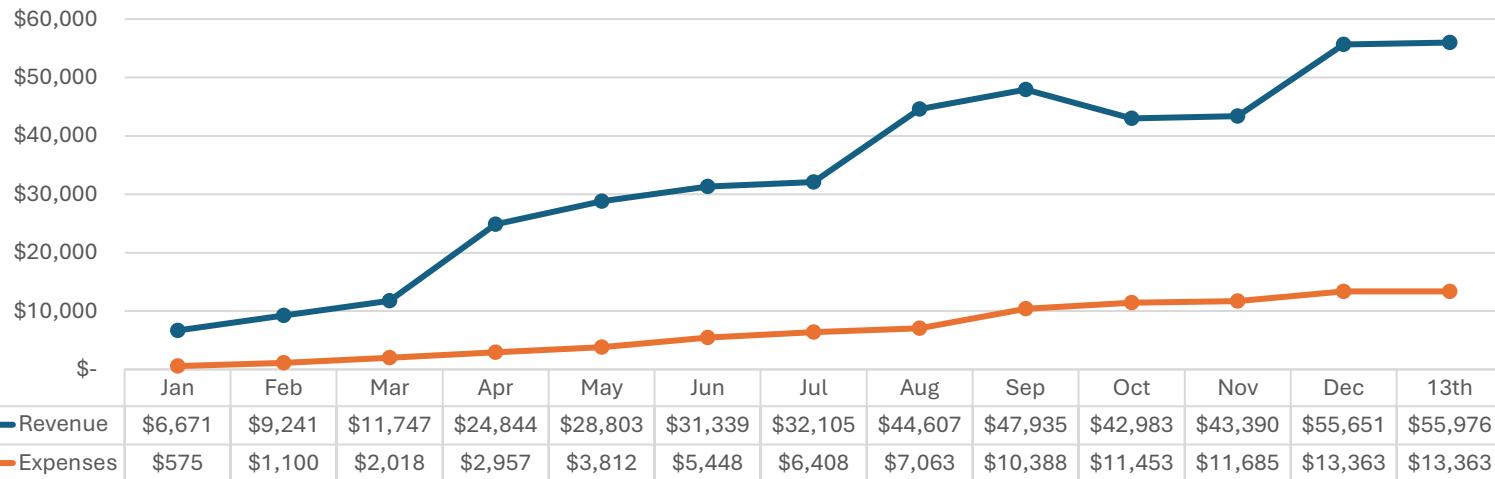
File Attachments

1. Financial report - 01.13.25

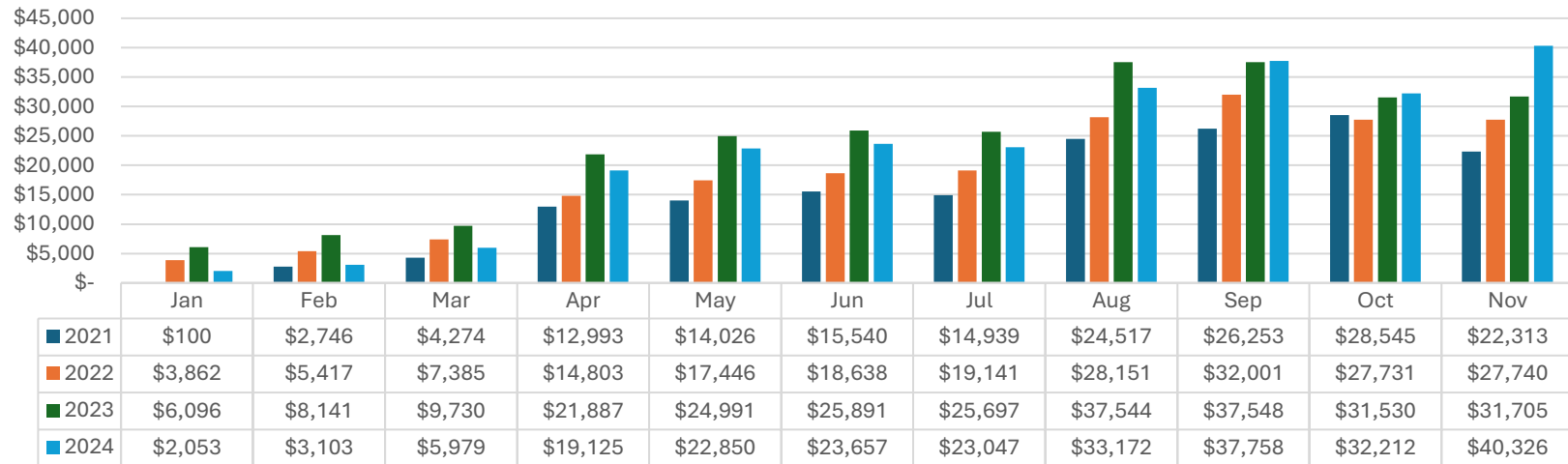
Adult Sports Cumulative 2024



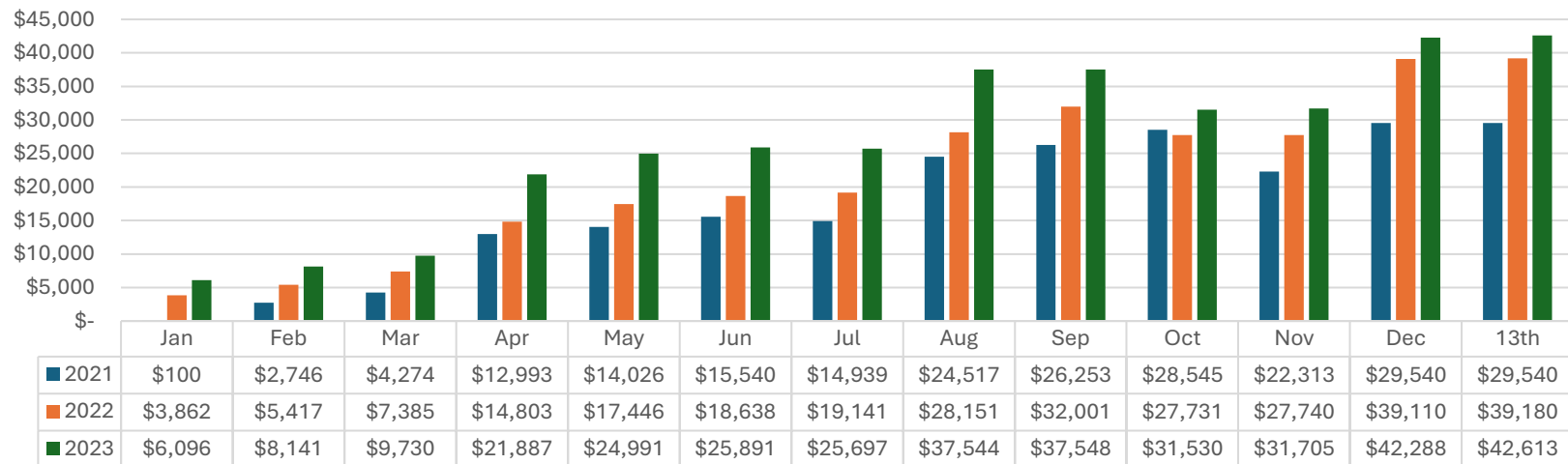
Adult Sports Cumulative 2023



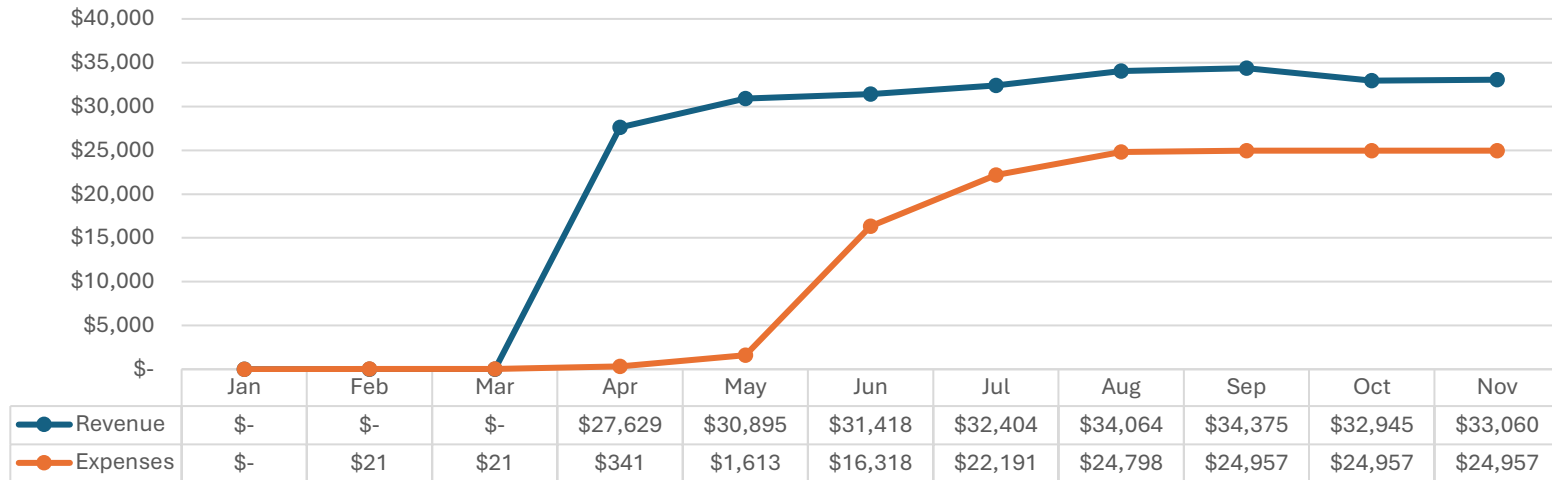
Adult Sports Net



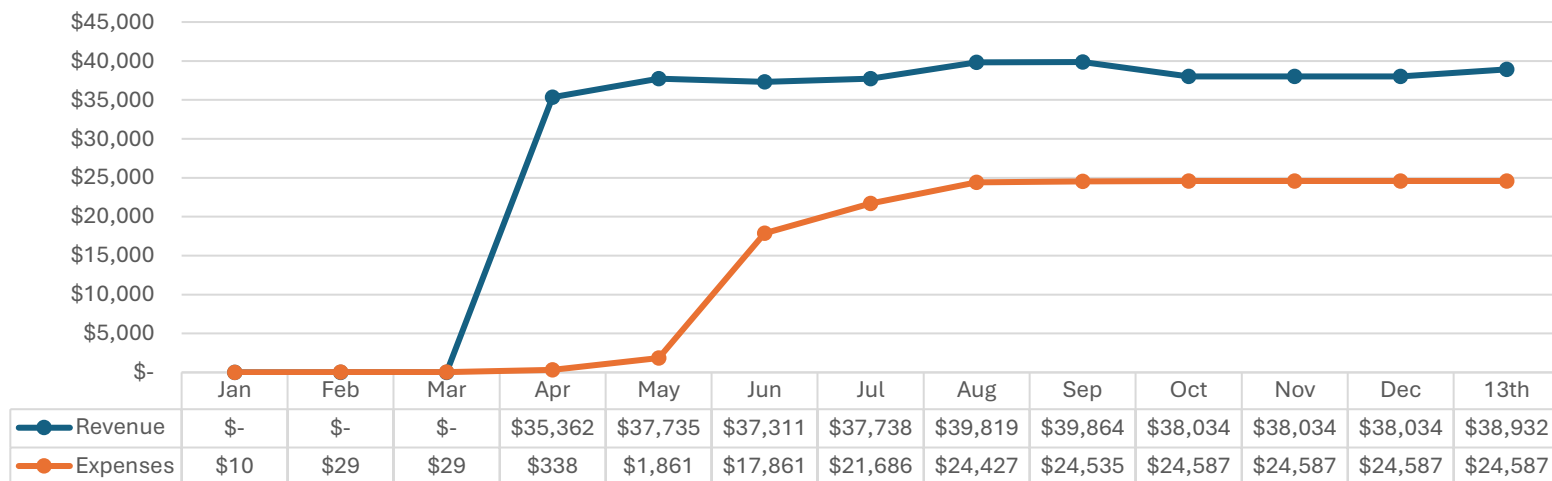
Adult Sports Net



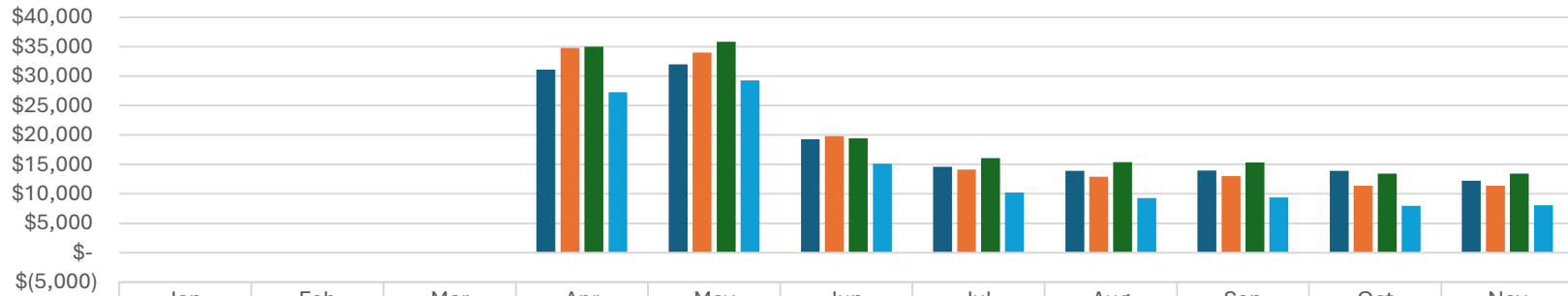
Camps Cumulative 2024



Camps Cumulative 2023

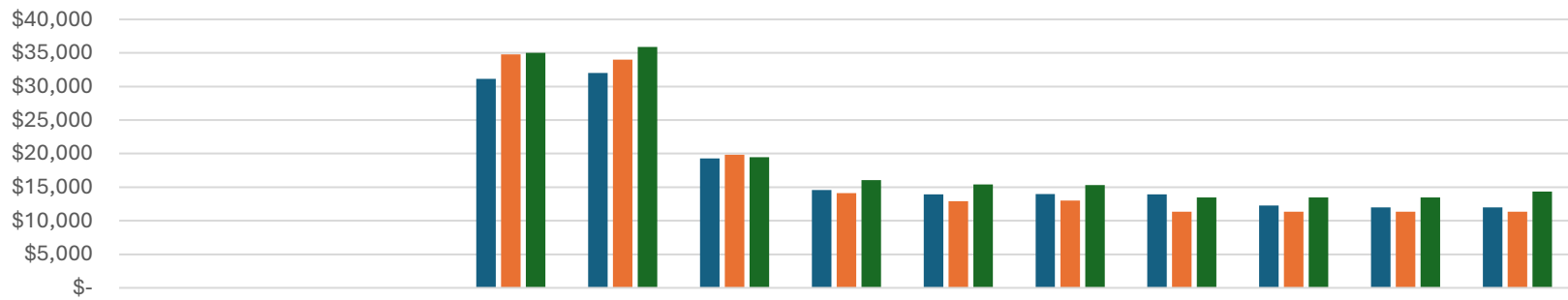


Camps Net



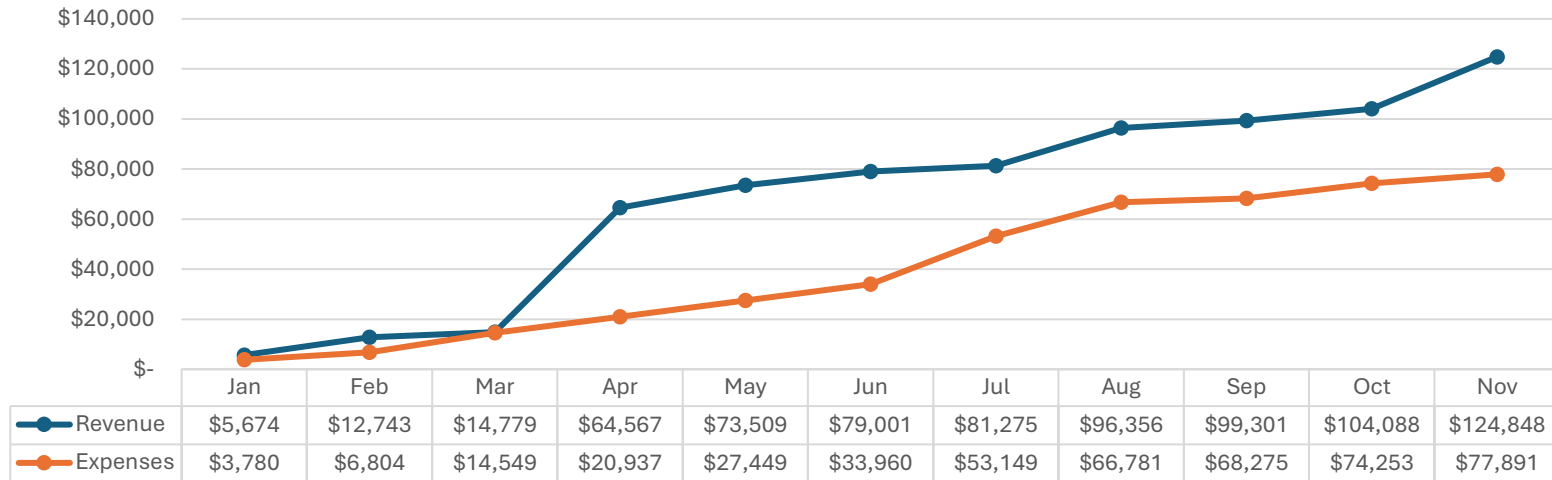
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$-	\$-	\$(21)	\$31,139	\$31,997	\$19,288	\$14,576	\$13,915	\$13,983	\$13,927	\$12,247
2022	\$-	\$-	\$(9)	\$34,774	\$34,022	\$19,827	\$14,102	\$12,905	\$12,997	\$11,367	\$11,367
2023	\$(10)	\$(29)	\$(29)	\$35,024	\$35,874	\$19,451	\$16,052	\$15,392	\$15,329	\$13,447	\$13,447
2024	\$-	\$(21)	\$(21)	\$27,288	\$29,282	\$15,101	\$10,213	\$9,266	\$9,418	\$7,988	\$8,103

Camps Net

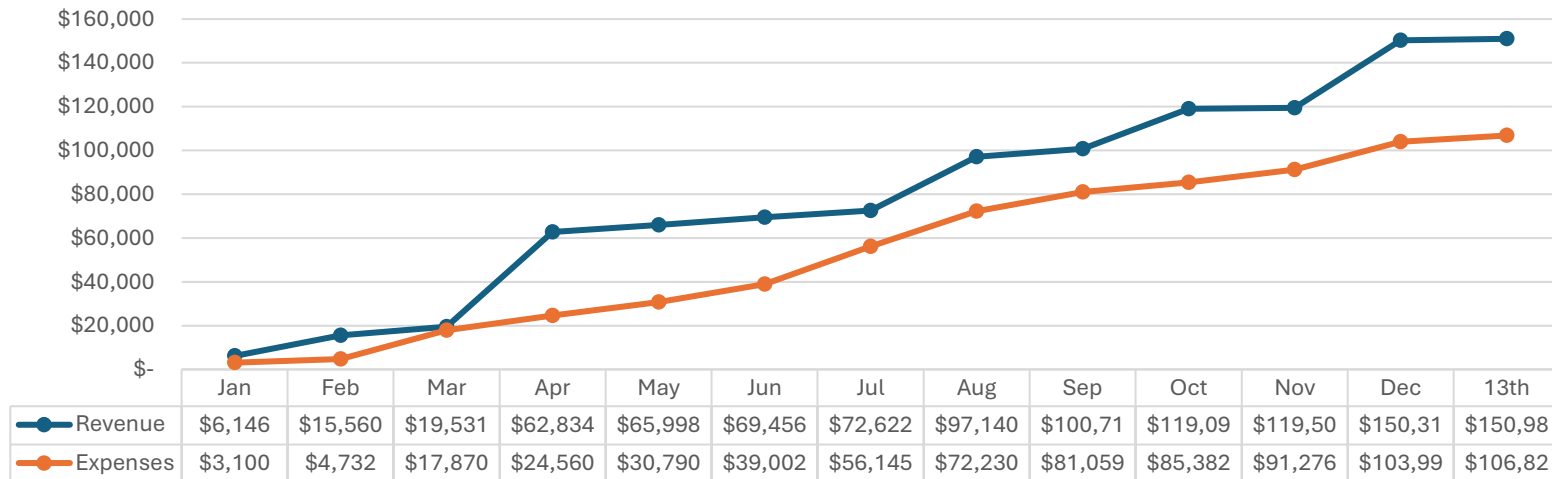


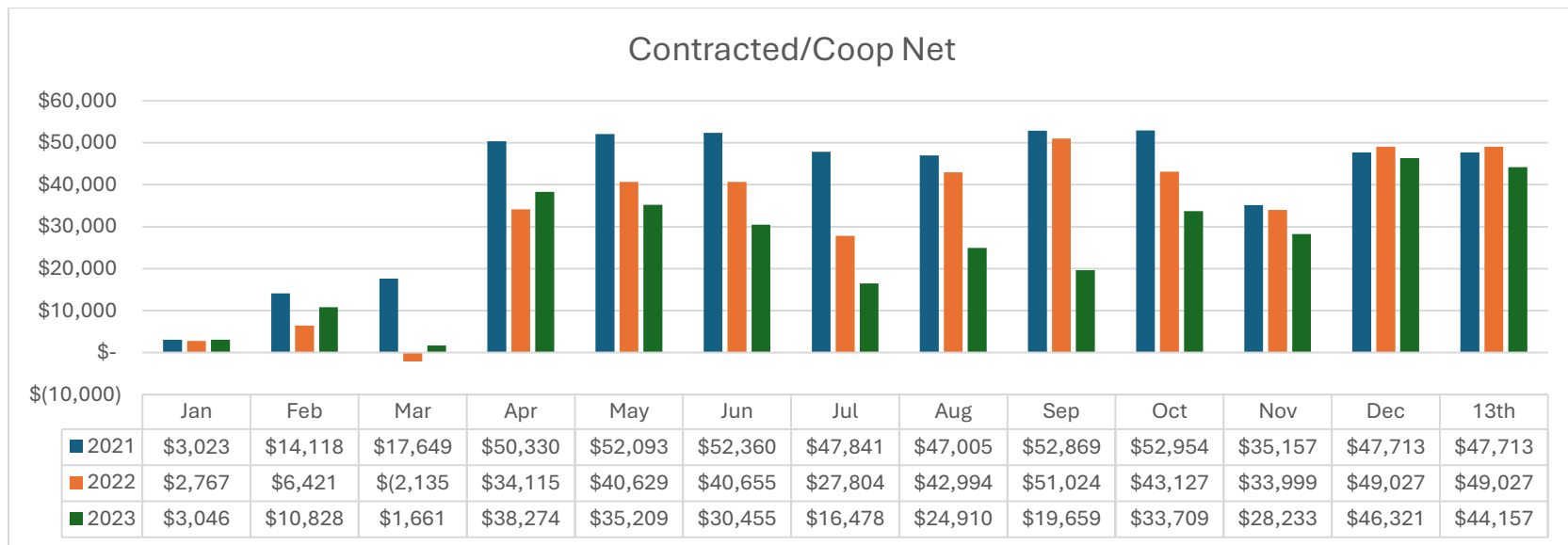
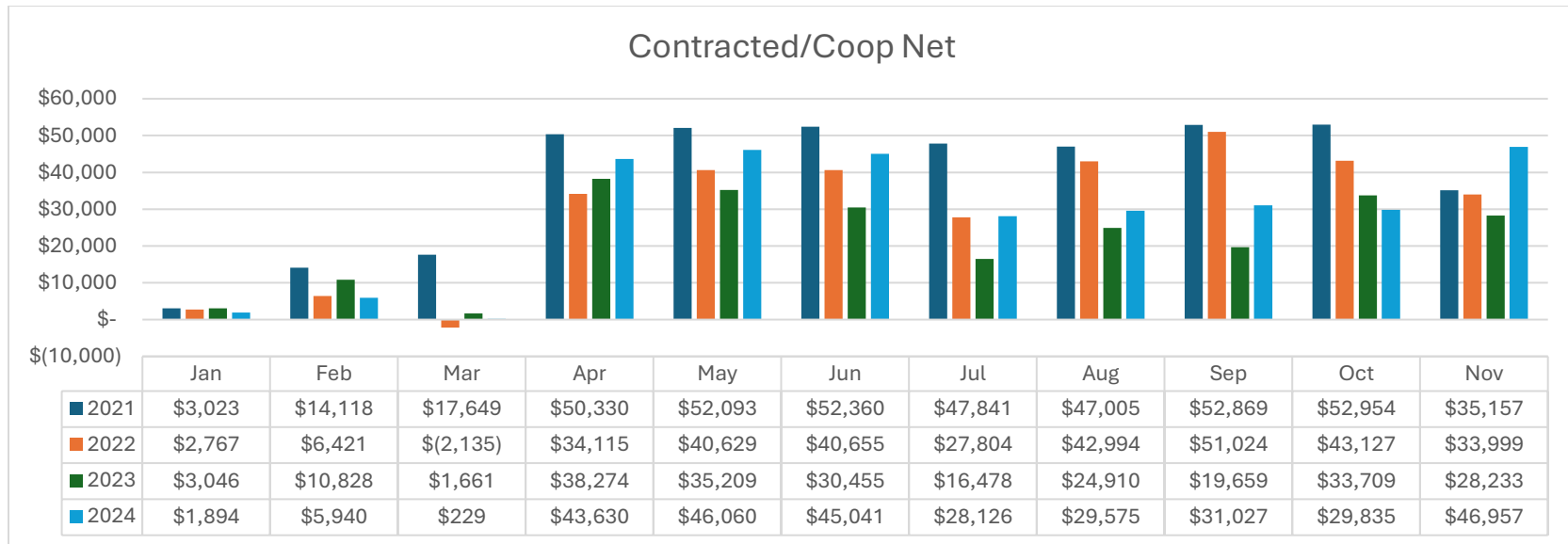
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$-	\$-	\$(21)	\$31,139	\$31,997	\$19,288	\$14,576	\$13,915	\$13,983	\$13,927	\$12,247	\$11,999	\$11,999
2022	\$-	\$-	\$(9)	\$34,774	\$34,022	\$19,827	\$14,102	\$12,905	\$12,997	\$11,367	\$11,367	\$11,331	\$11,331
2023	\$(10)	\$(29)	\$(29)	\$35,024	\$35,874	\$19,451	\$16,052	\$15,392	\$15,329	\$13,447	\$13,447	\$13,447	\$14,345

Contracted/Coop Cumulative 2024

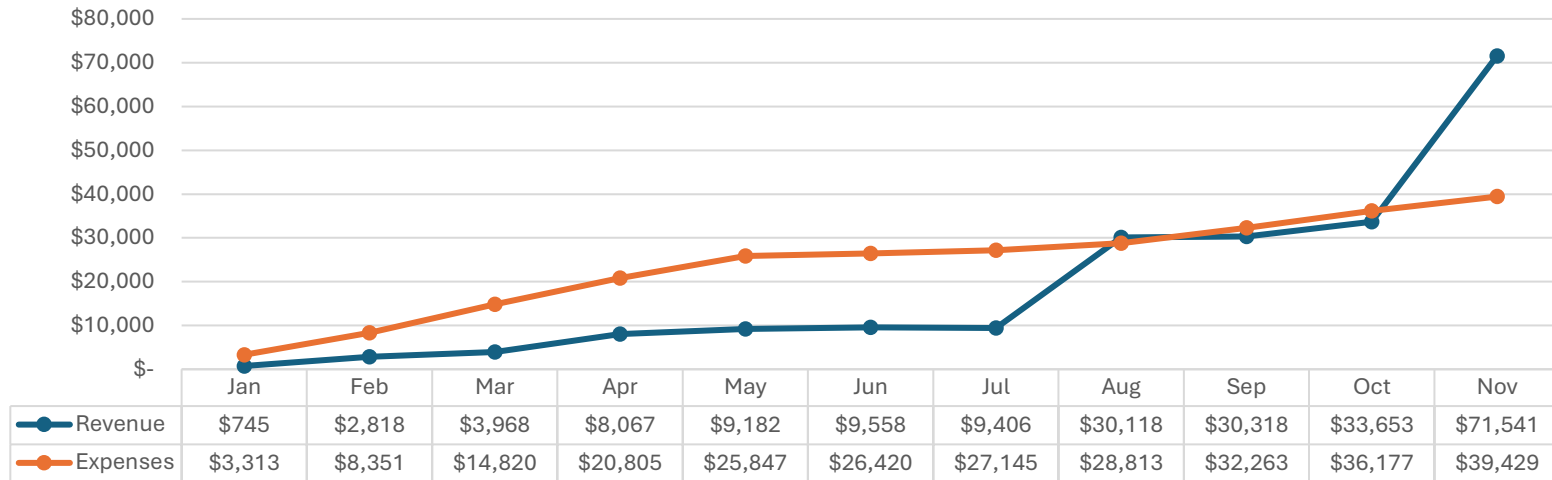


Contracted/Coop Cumulative 2023

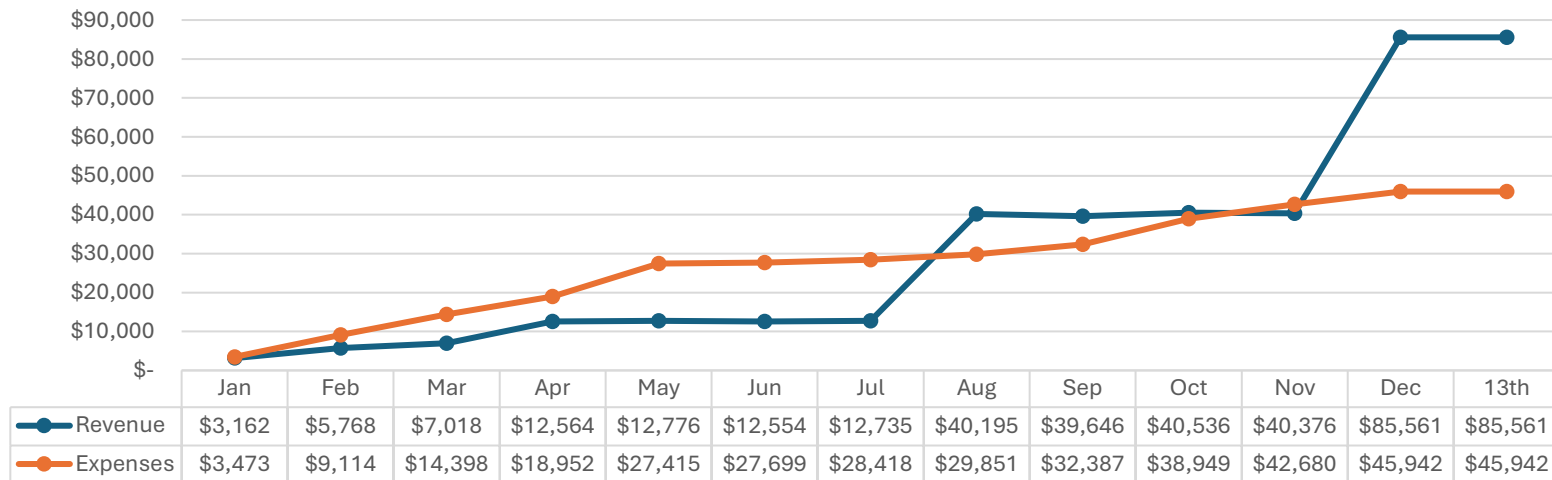




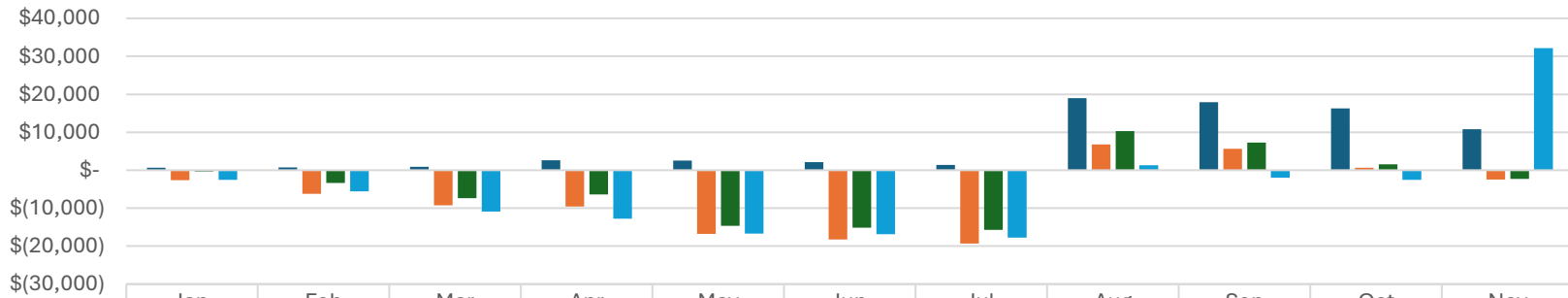
Early Childhood Programs Cumulative 2024



Early Childhood Programs Cumulative 2023

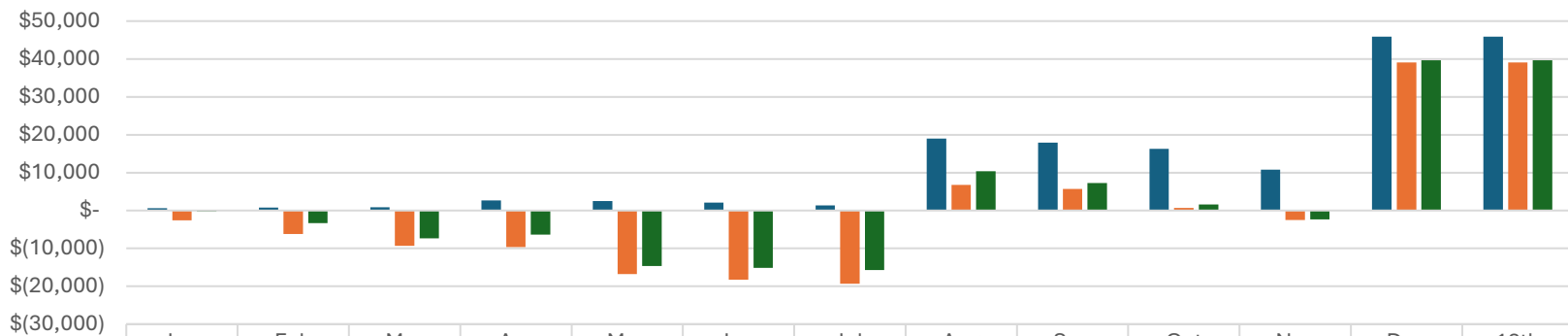


Early Childhood Programs Net



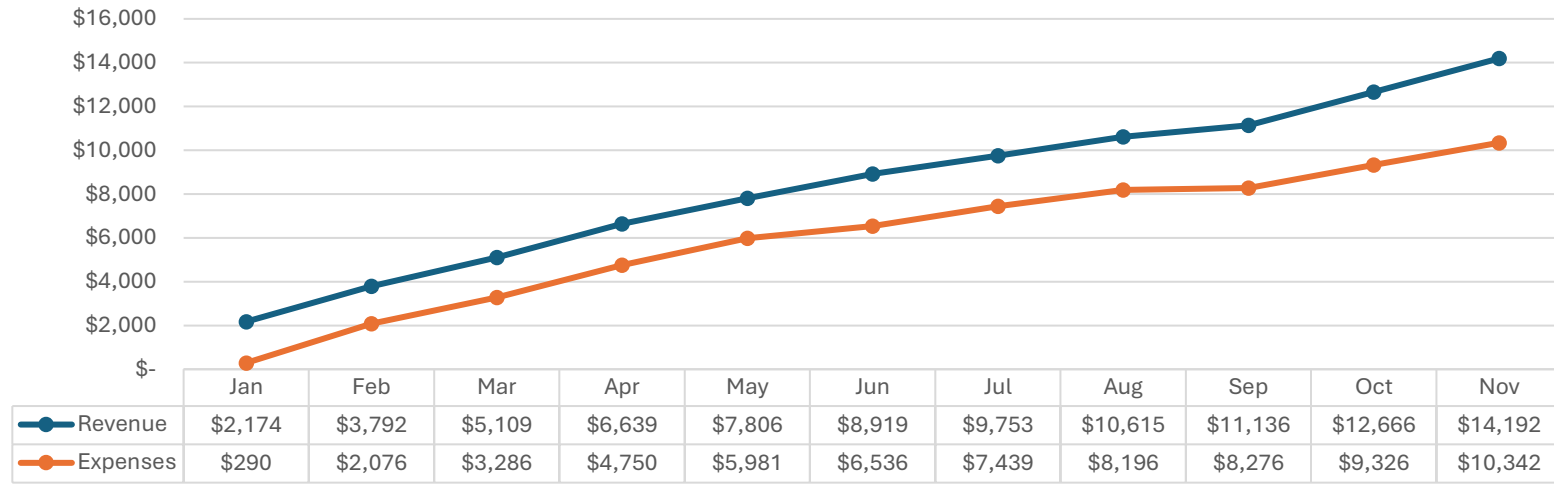
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$625	\$752	\$890	\$2,636	\$2,538	\$2,096	\$1,367	\$19,015	\$17,931	\$16,306	\$10,784
2022	\$(2,585)	\$(6,230)	\$(9,276)	\$(9,604)	\$(16,757)	\$(18,266)	\$(19,348)	\$6,777	\$5,682	\$656	\$(2,480)
2023	\$(312)	\$(3,346)	\$(7,380)	\$(6,388)	\$(14,639)	\$(15,145)	\$(15,683)	\$10,344	\$7,258	\$1,587	\$(2,304)
2024	\$(2,568)	\$(5,533)	\$(10,852)	\$(12,737)	\$(16,665)	\$(16,862)	\$(17,739)	\$1,304	\$(1,945)	\$(2,524)	\$32,113

Early Childhood Programs Net

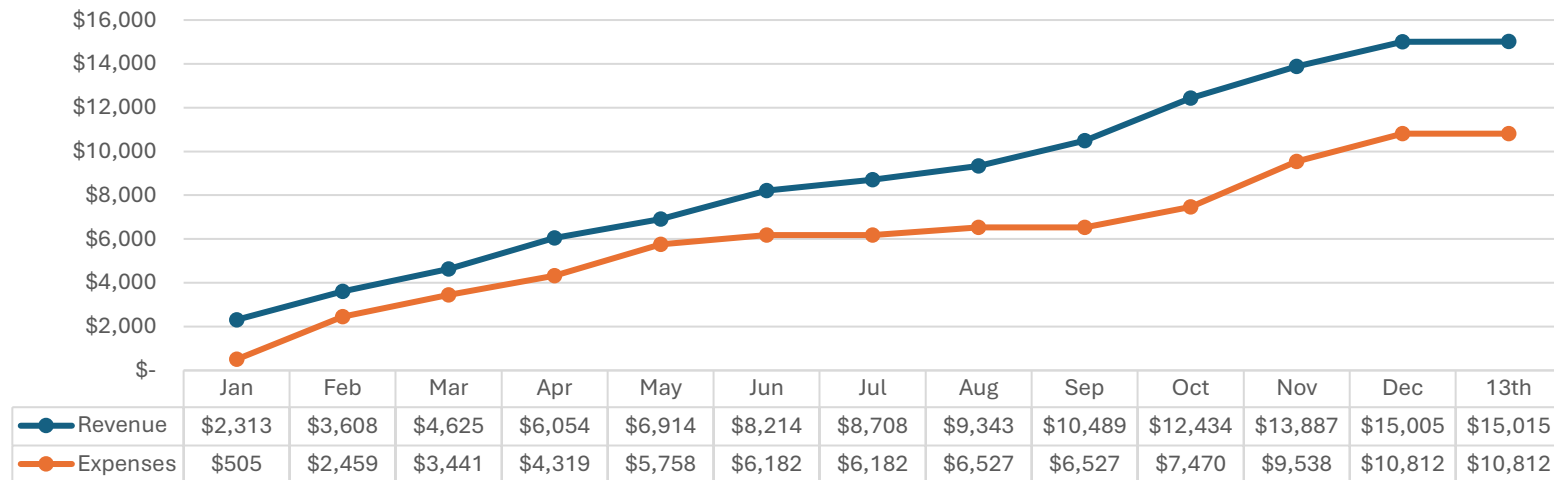


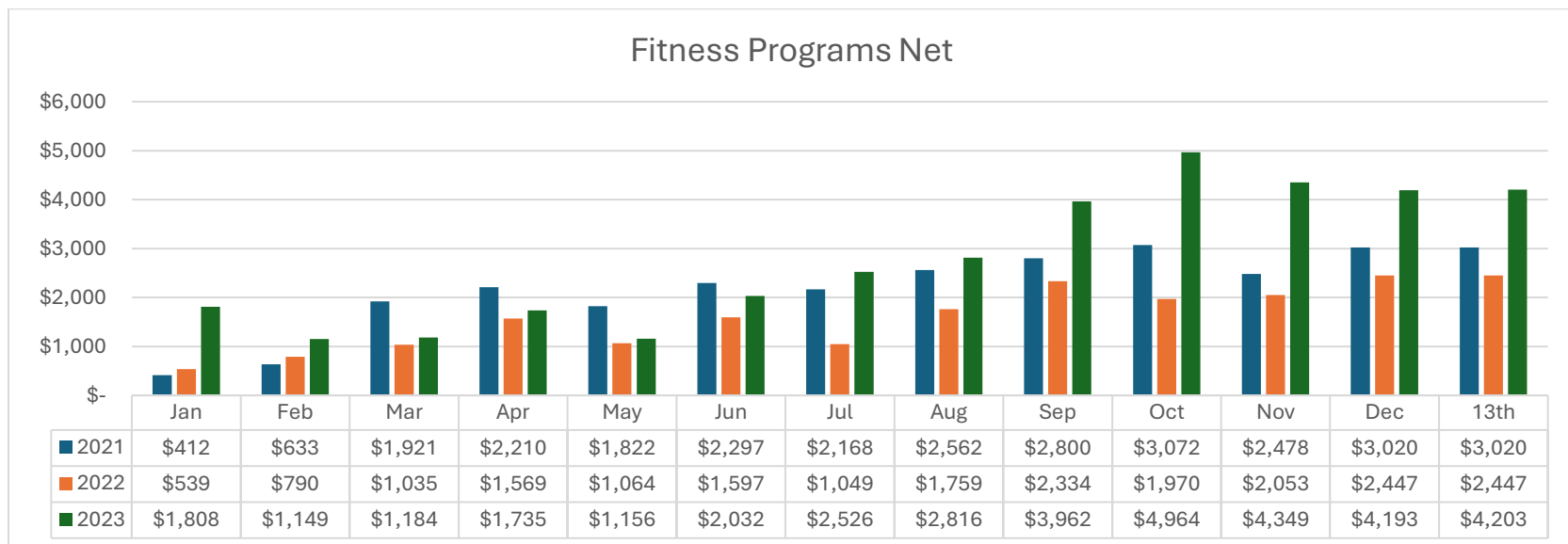
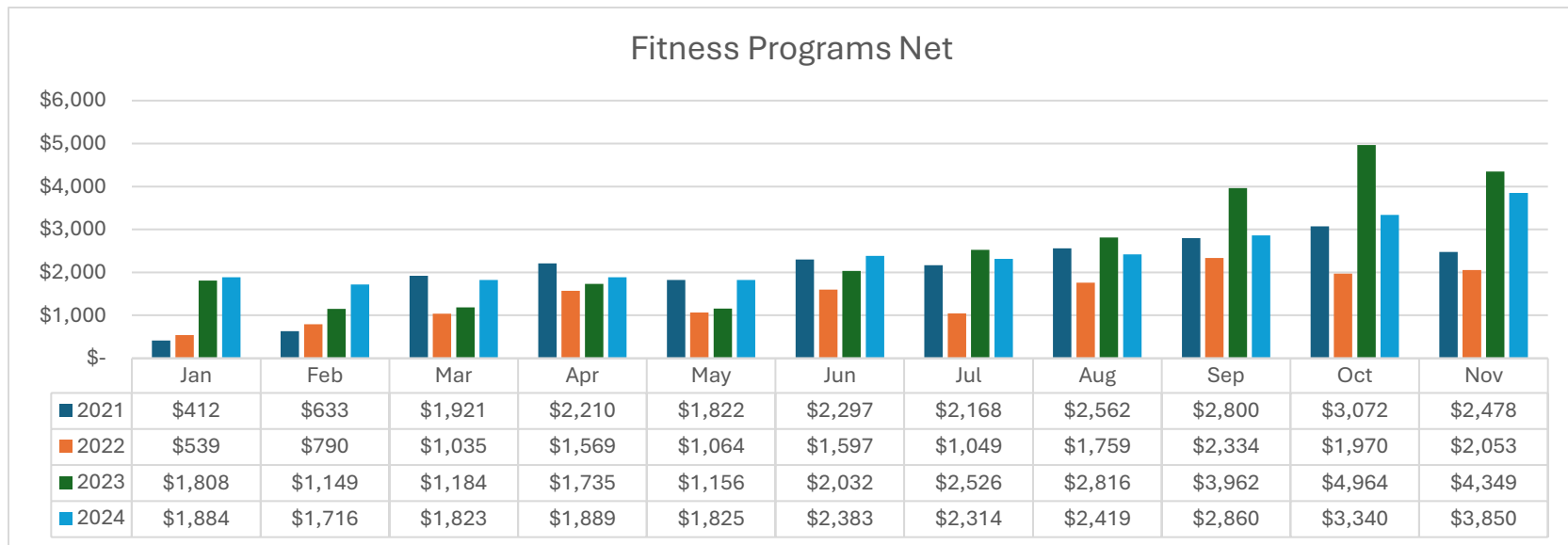
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$625	\$752	\$890	\$2,636	\$2,538	\$2,096	\$1,367	\$19,015	\$17,931	\$16,306	\$10,784	\$45,896	\$45,896
2022	\$(2,585)	\$(6,230)	\$(9,276)	\$(9,604)	\$(16,75)	\$(18,26)	\$(19,34)	\$6,777	\$5,682	\$656	\$(2,480)	\$39,079	\$39,079
2023	\$(312)	\$(3,346)	\$(7,380)	\$(6,388)	\$(14,63)	\$(15,14)	\$(15,68)	\$10,344	\$7,258	\$1,587	\$(2,304)	\$39,619	\$39,619

Fitness Programs Cumulative 2024

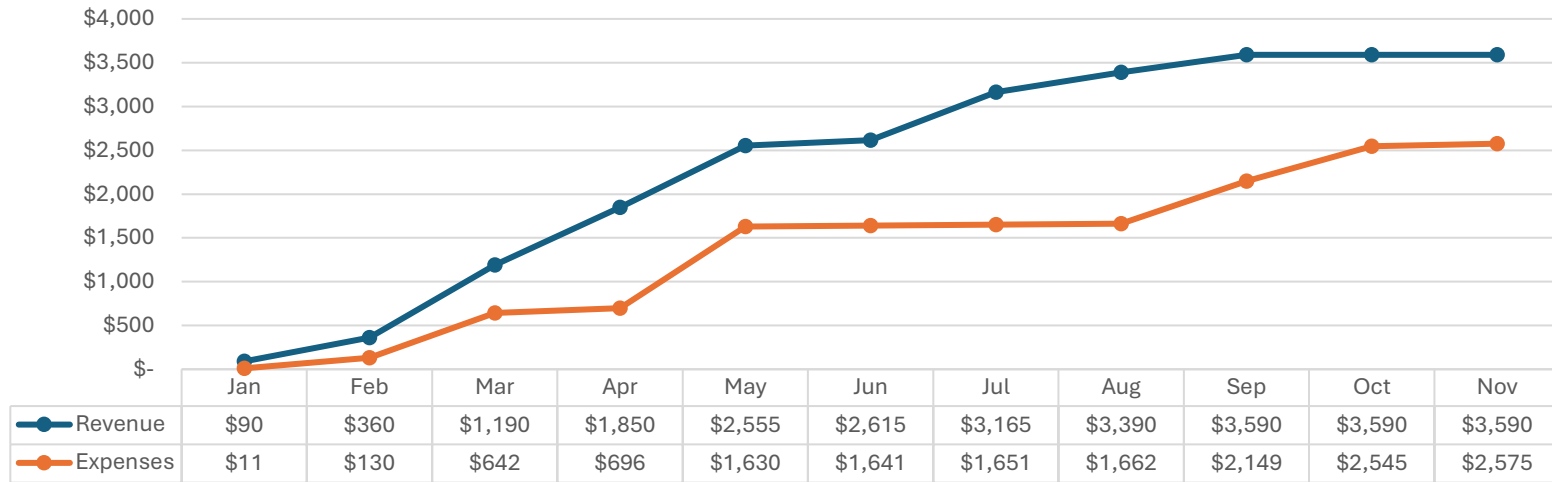


Fitness Programs Cumulative 2023

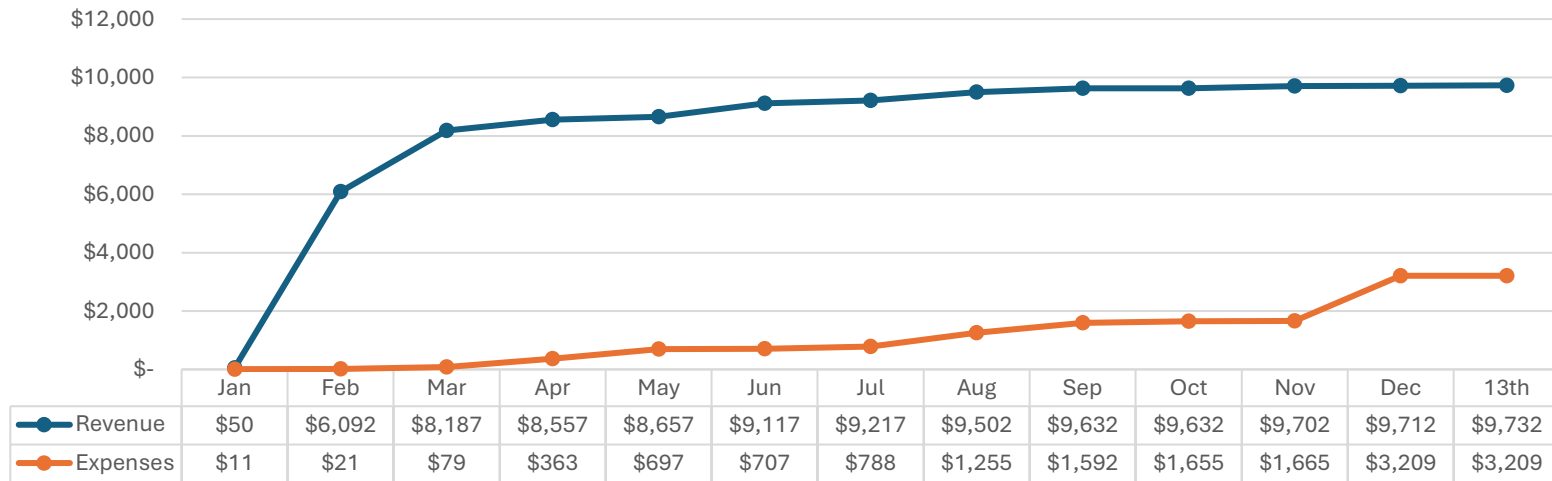




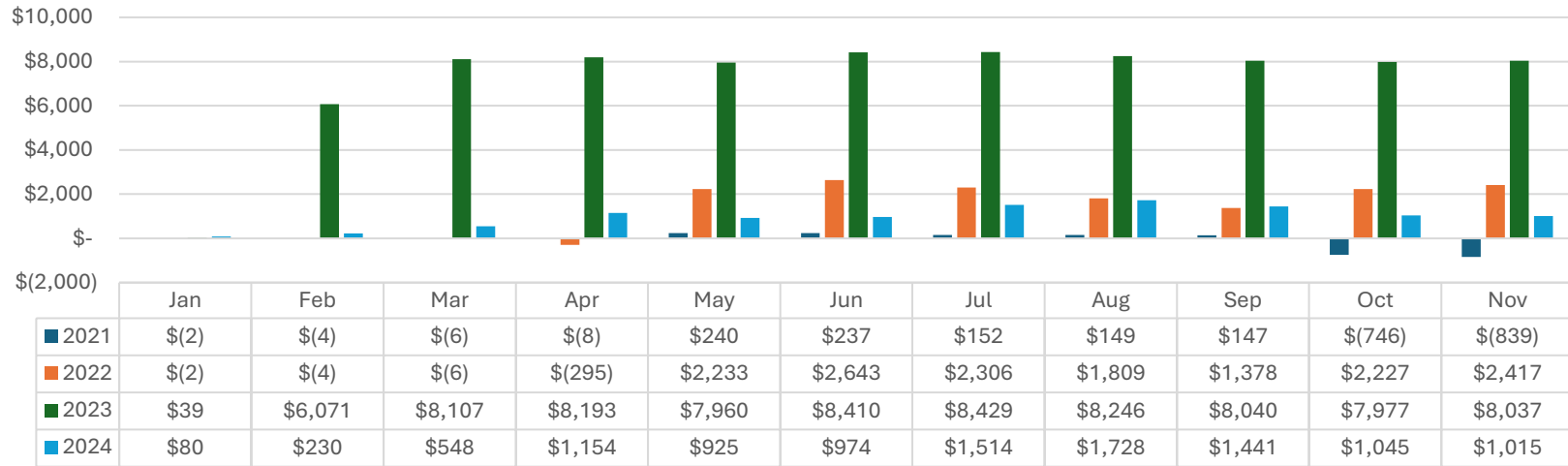
Senior Center Cumulative 2024



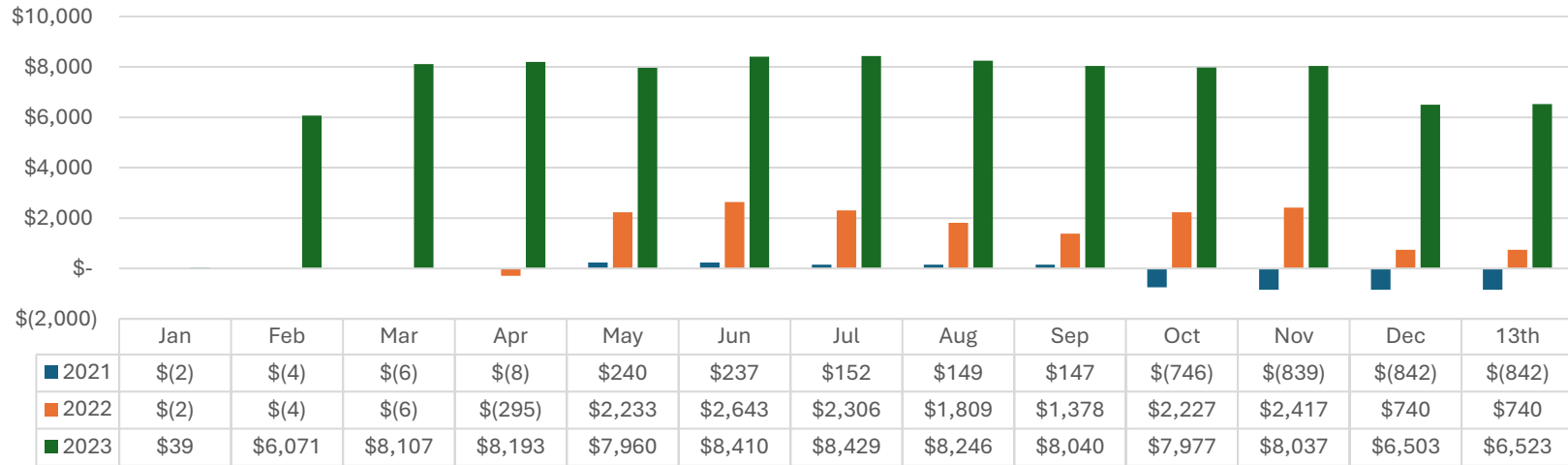
Senior Center Cumulative 2023



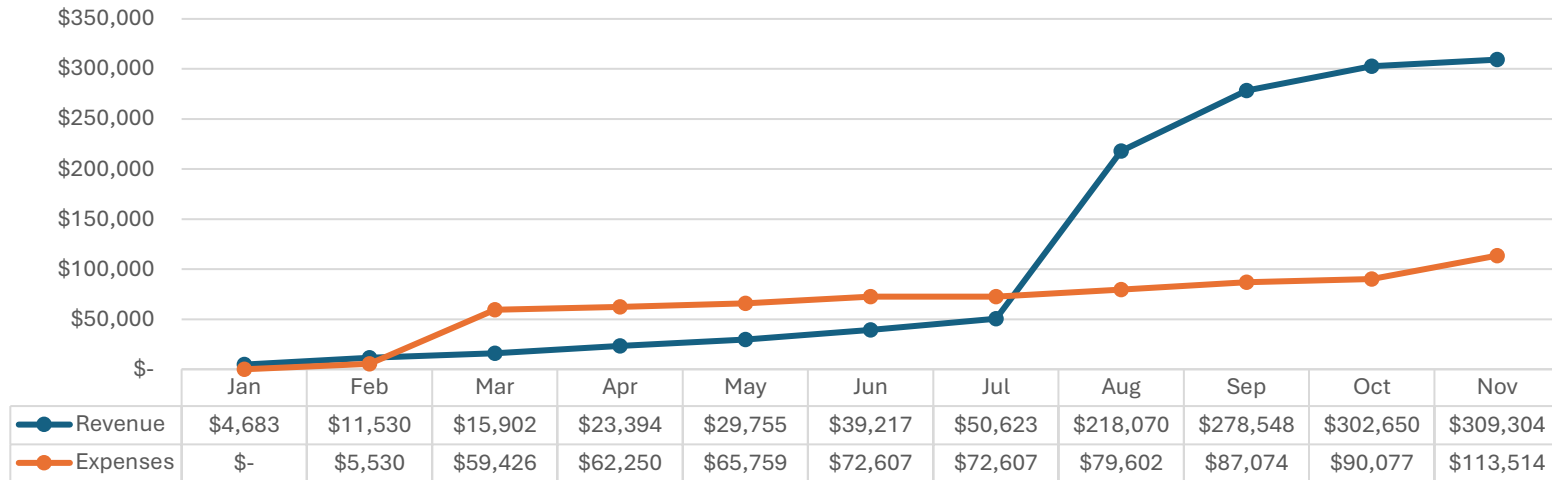
Senior Center Programs Net



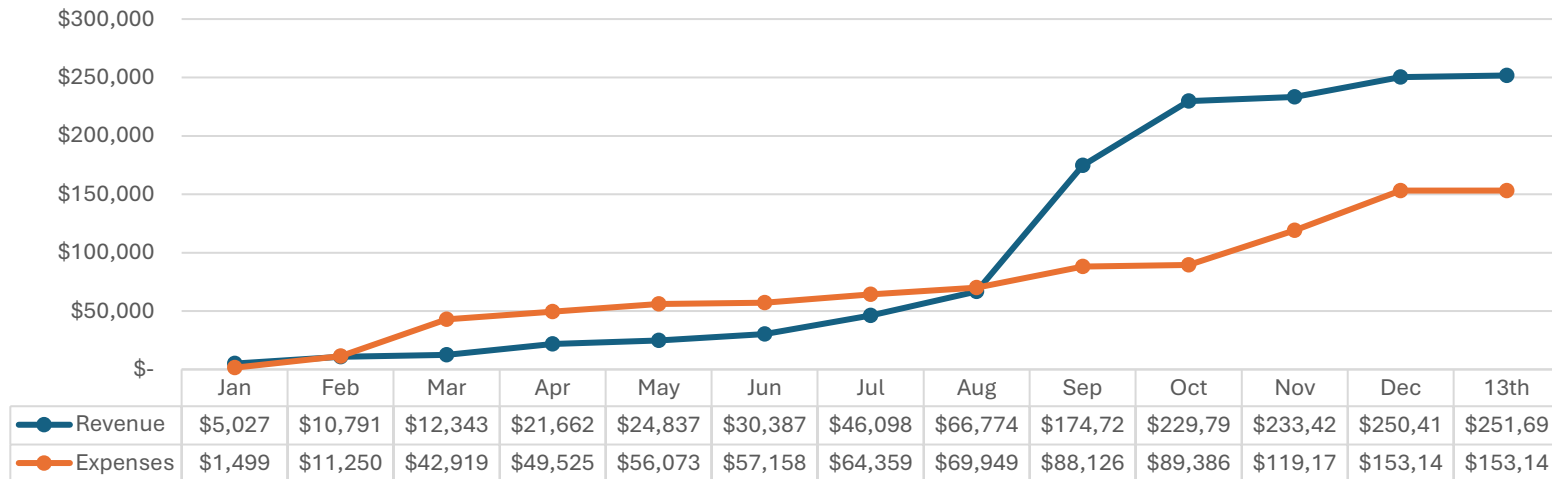
Senior Center Programs Net



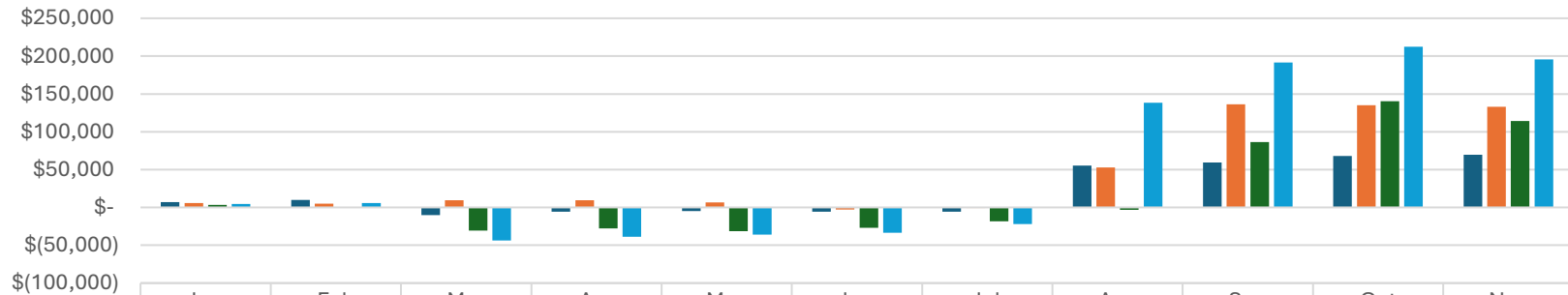
Spartz Sports Cumulative 2024



Spartz Sports Cumulative 2023

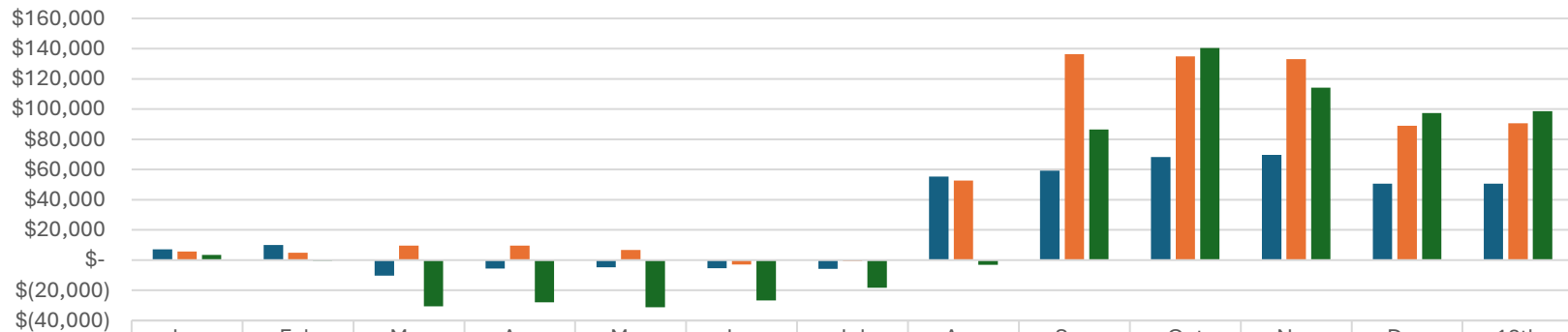


Spartz Sports Net



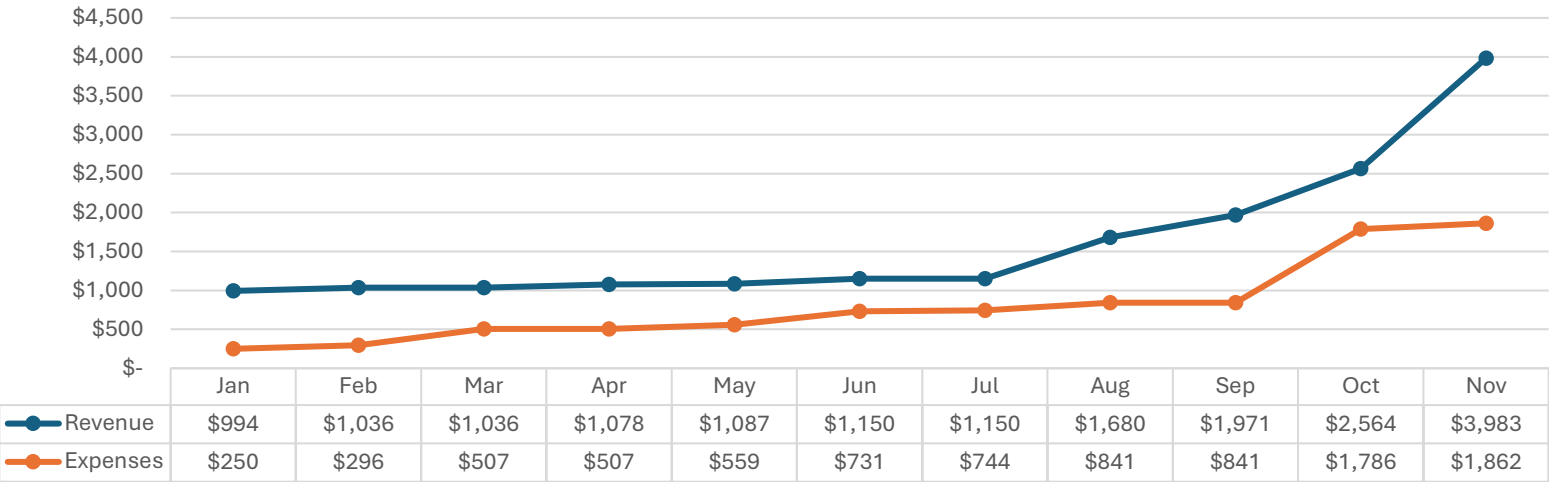
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
■ 2021	\$7,074	\$9,931	\$(10,305)	\$(5,502)	\$(4,760)	\$(5,473)	\$(5,803)	\$55,346	\$59,210	\$68,155	\$69,661
■ 2022	\$5,660	\$4,823	\$9,588	\$9,615	\$6,645	\$(2,873)	\$(676)	\$52,761	\$136,431	\$134,916	\$133,034
■ 2023	\$3,528	\$(459)	\$(30,576)	\$(27,863)	\$(31,236)	\$(26,771)	\$(18,261)	\$(3,175)	\$86,602	\$140,404	\$114,244
■ 2024	\$4,683	\$6,000	\$(43,524)	\$(38,856)	\$(36,004)	\$(33,391)	\$(21,985)	\$138,468	\$191,474	\$212,573	\$195,790

Spartz Sports Net

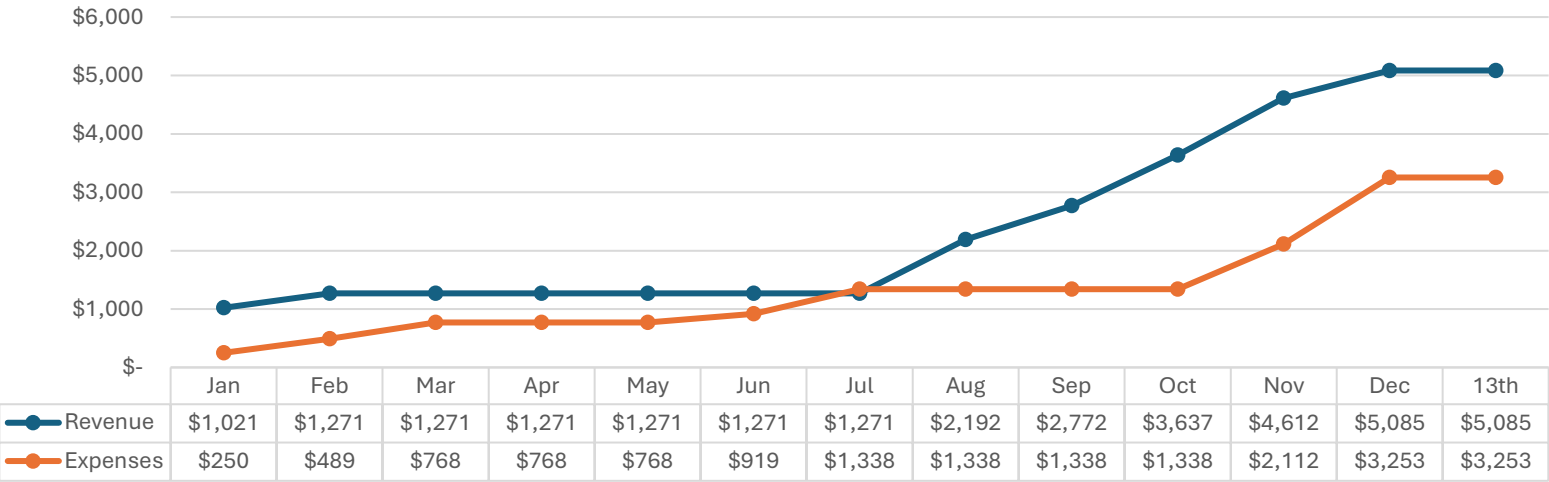


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
■ 2021	\$7,074	\$9,931	\$(10,30)	\$(5,502)	\$(4,760)	\$(5,473)	\$(5,803)	\$55,346	\$59,210	\$68,155	\$69,661	\$50,657	\$50,657
■ 2022	\$5,660	\$4,823	\$9,588	\$9,615	\$6,645	\$(2,873)	\$(676)	\$52,761	\$136,43	\$134,91	\$133,03	\$88,905	\$90,609
■ 2023	\$3,528	\$(459)	\$(30,57	\$(27,86	\$(31,23	\$(26,77	\$(18,26	\$(3,175)	\$86,602	\$140,40	\$114,24	\$97,274	\$98,554

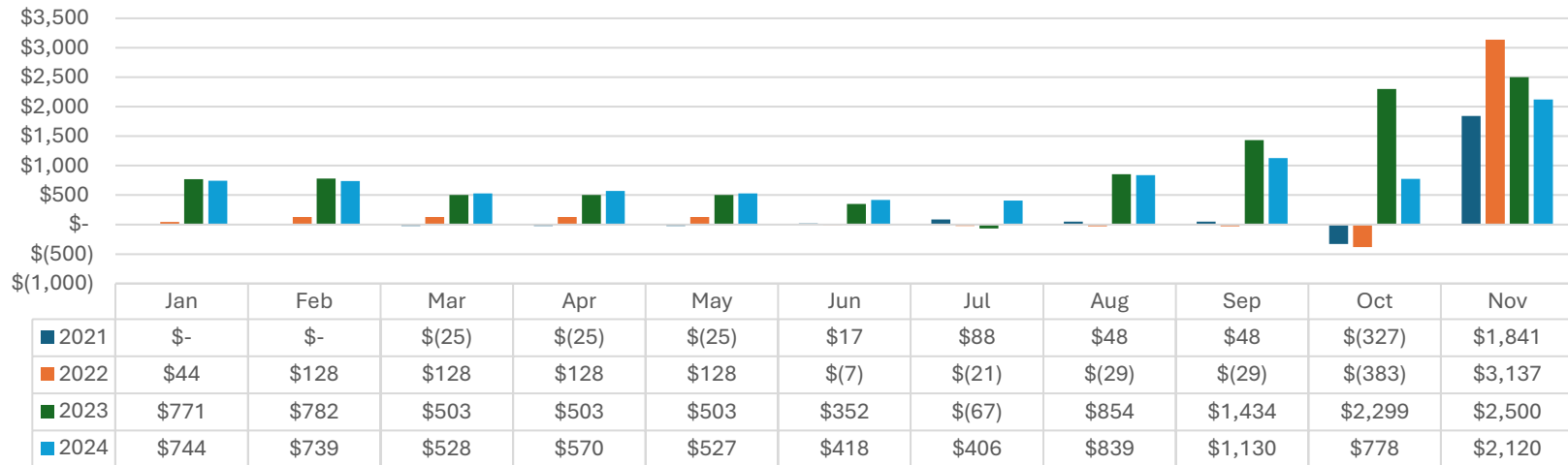
Special Events Cumulative 2024



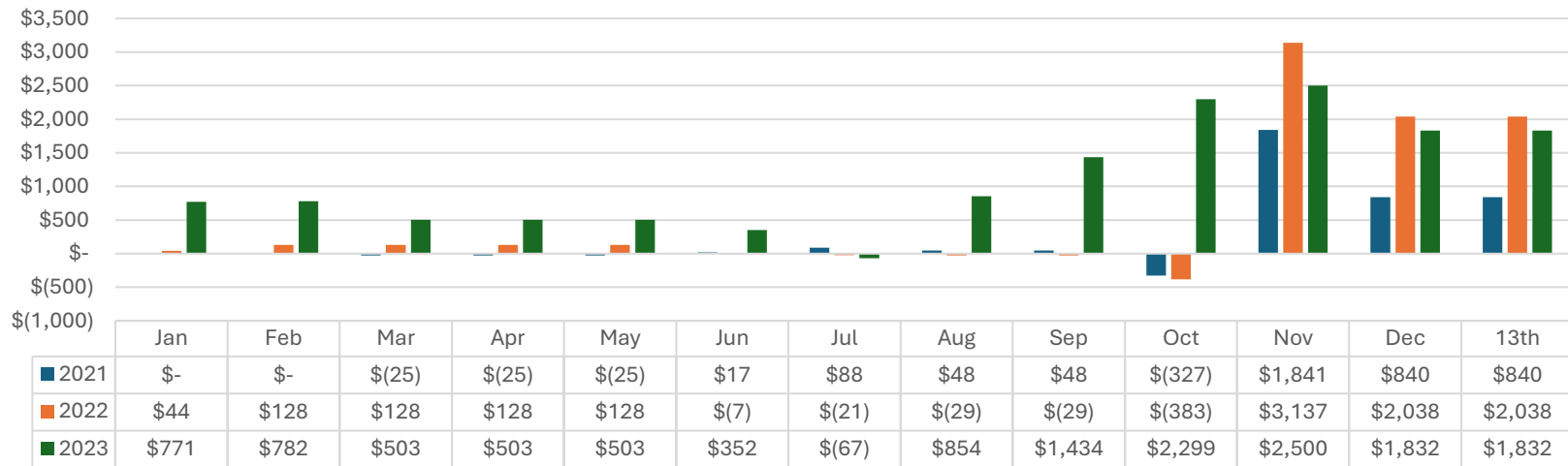
Special Events Cumulative 2023



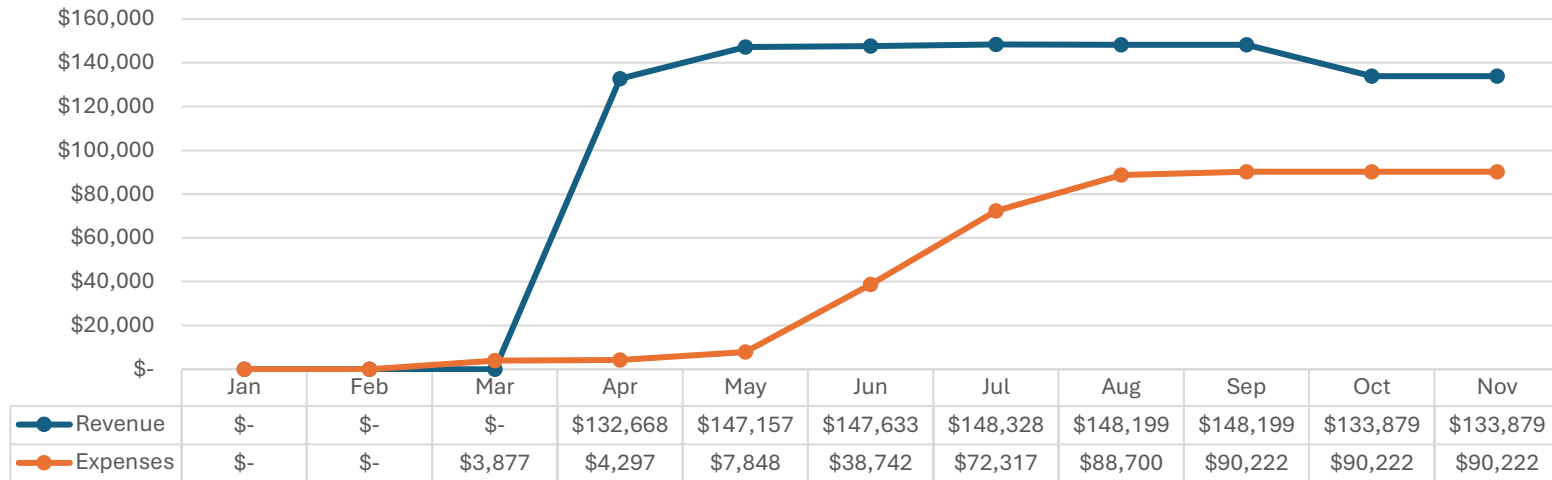
Special Events Net



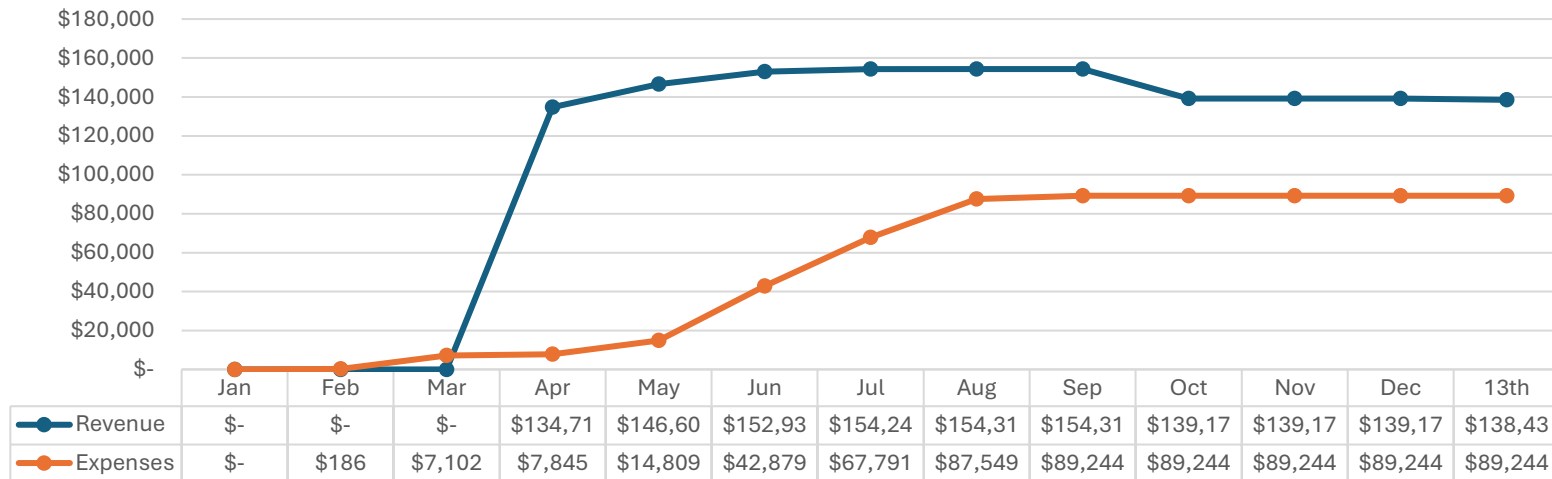
Special Events Net



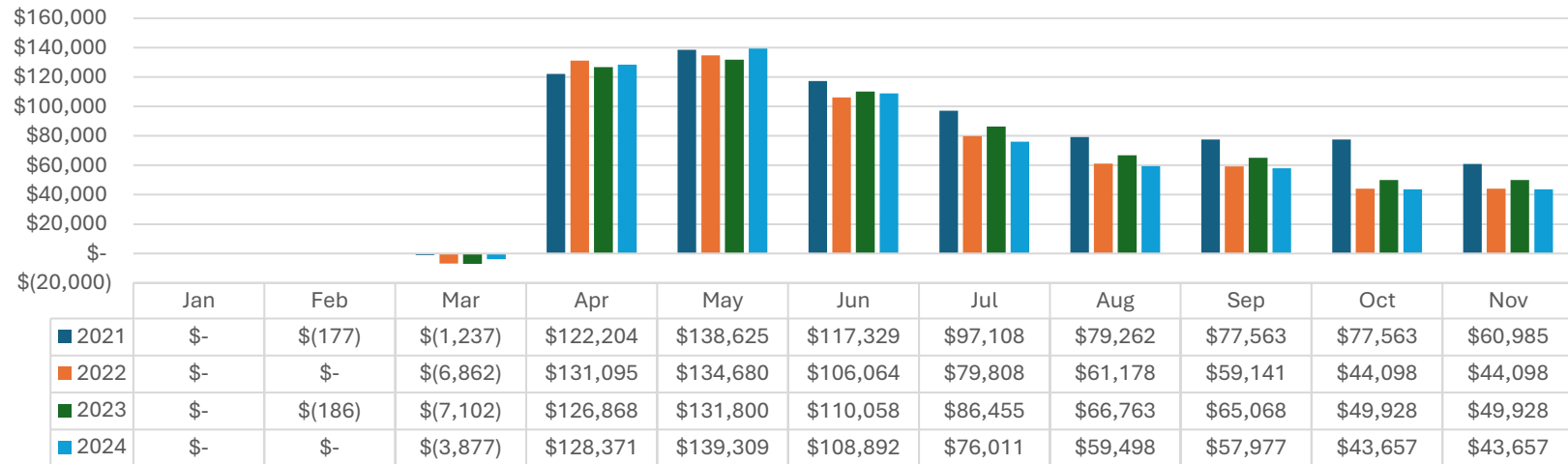
Tennis Cumulative 2024



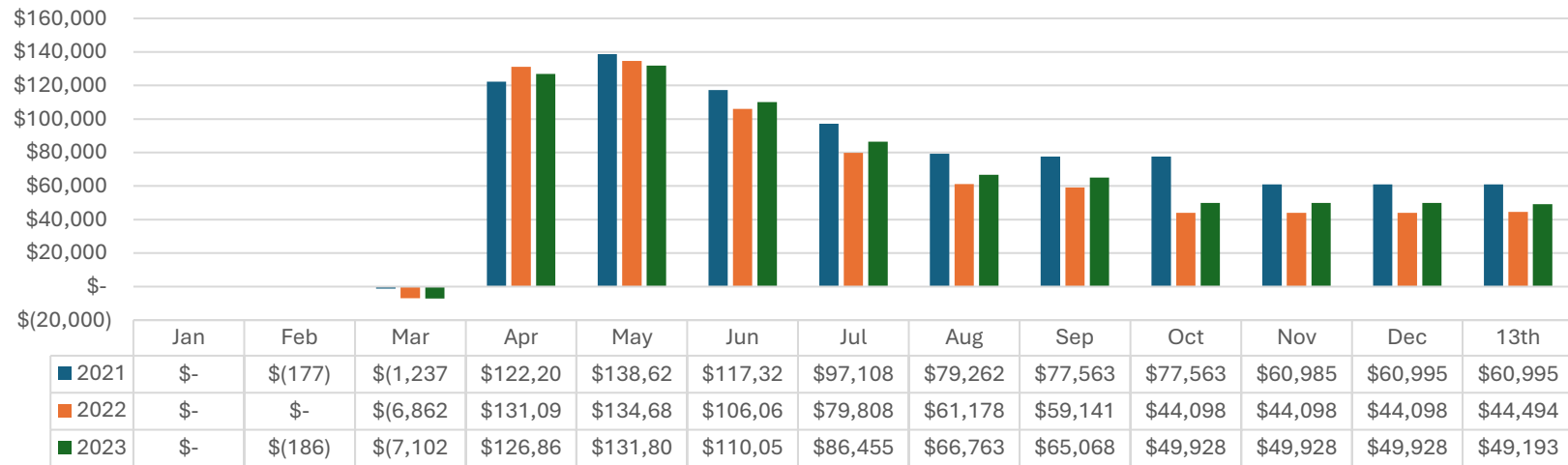
Tennis Cumulative 2023



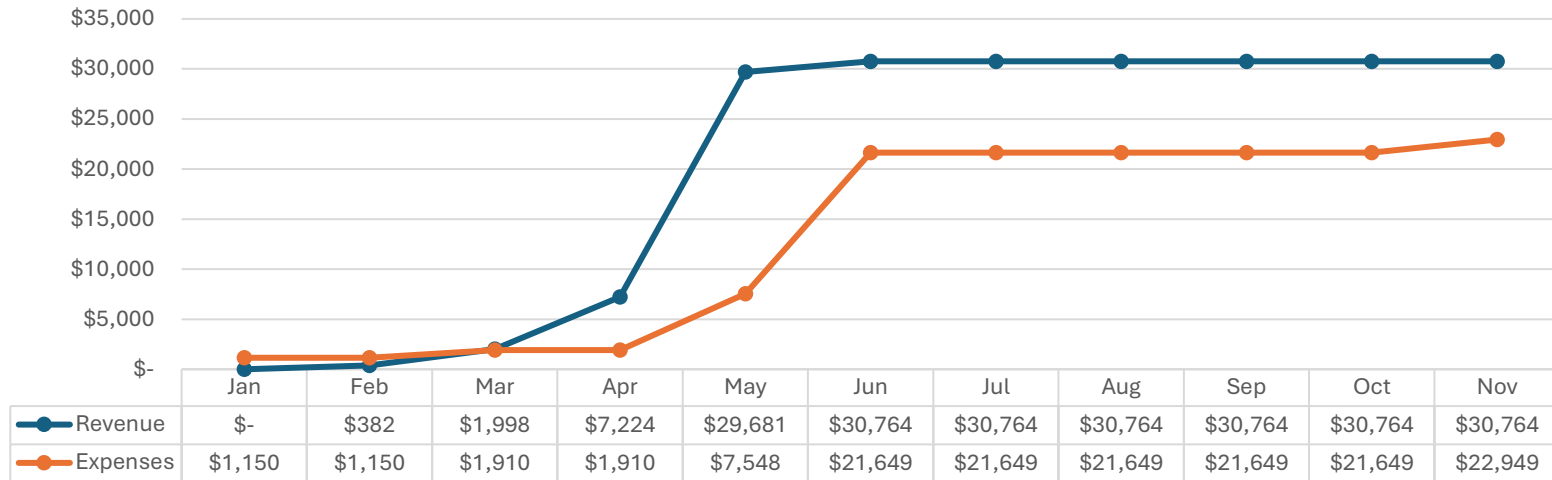
Tennis Net



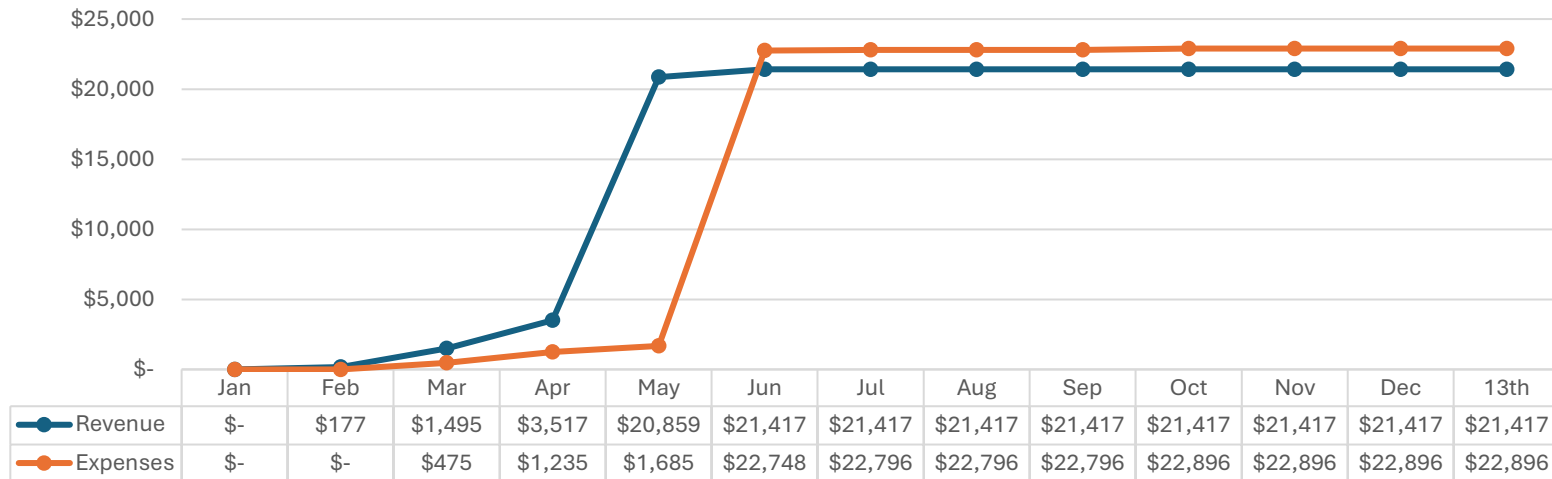
Tennis Net



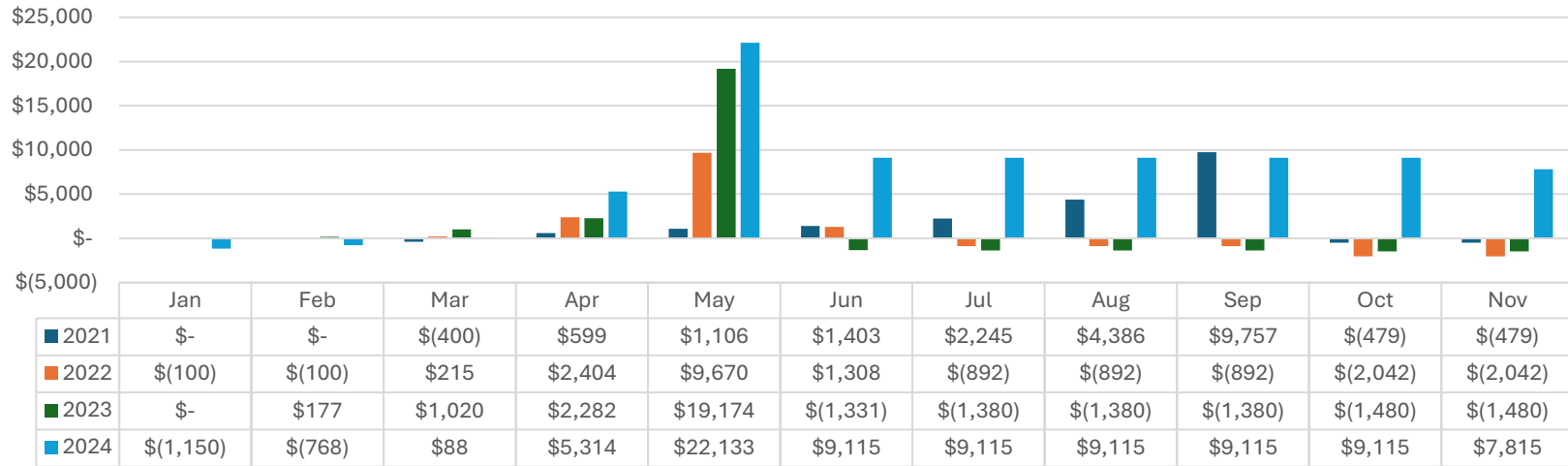
Tower Trot Cumulative 2024



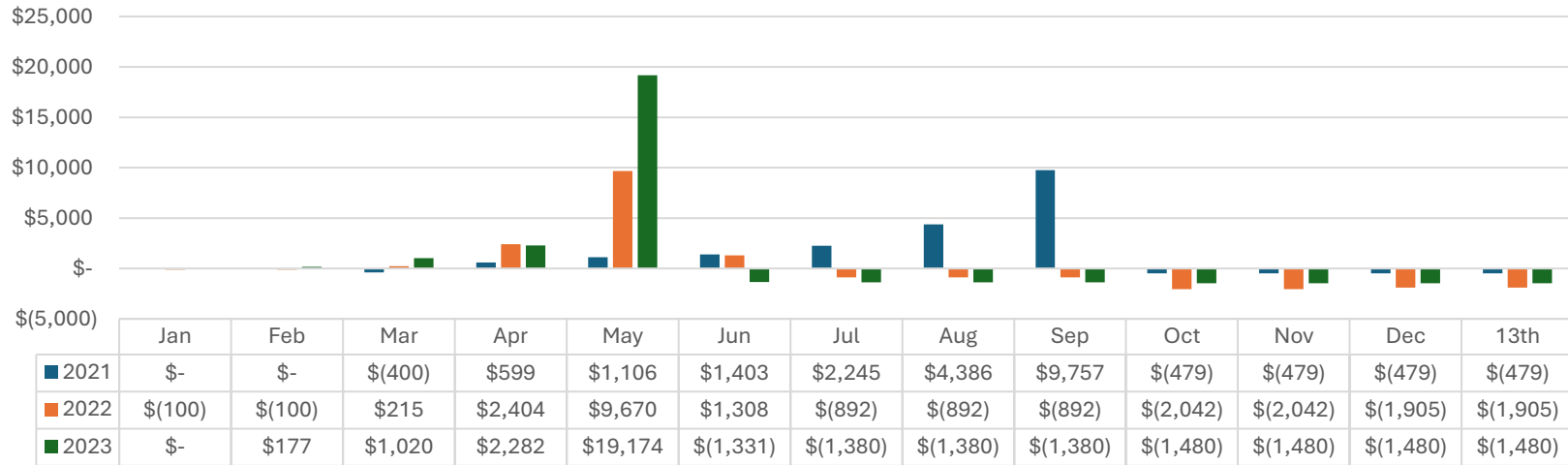
Tower Trot Cumulative 2023



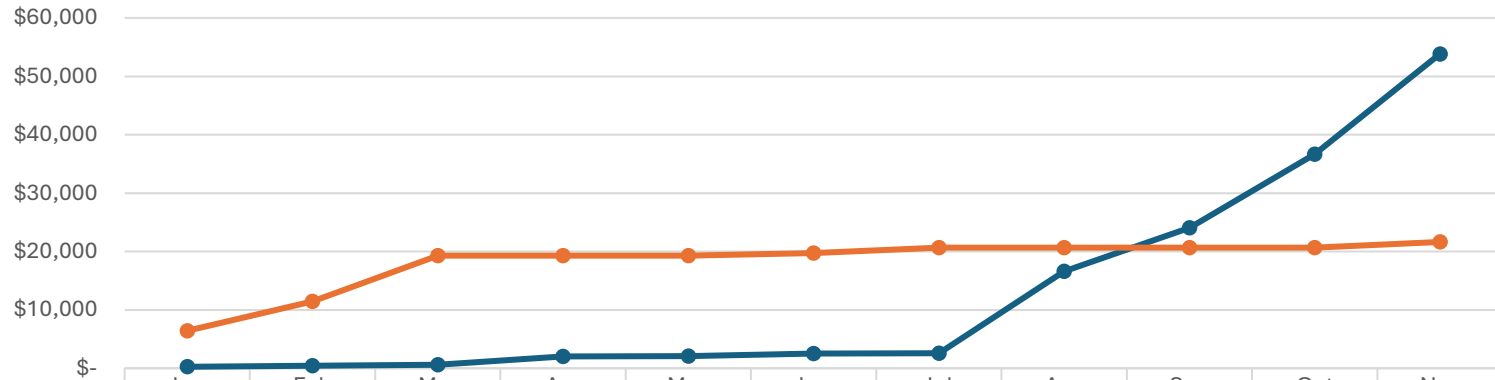
Tower Trot Net



Tower Trot Net

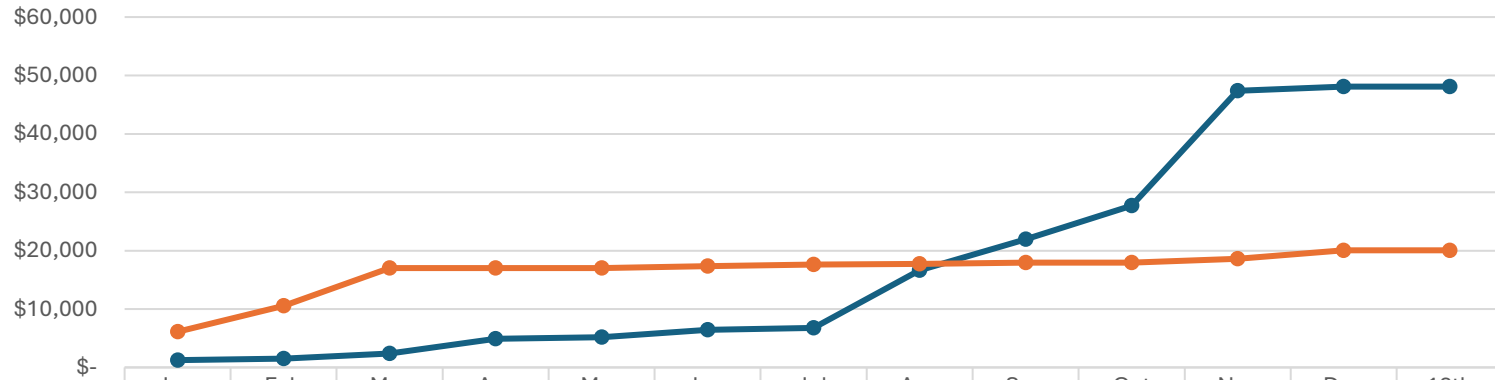


Youth Sports Cumulative 2024



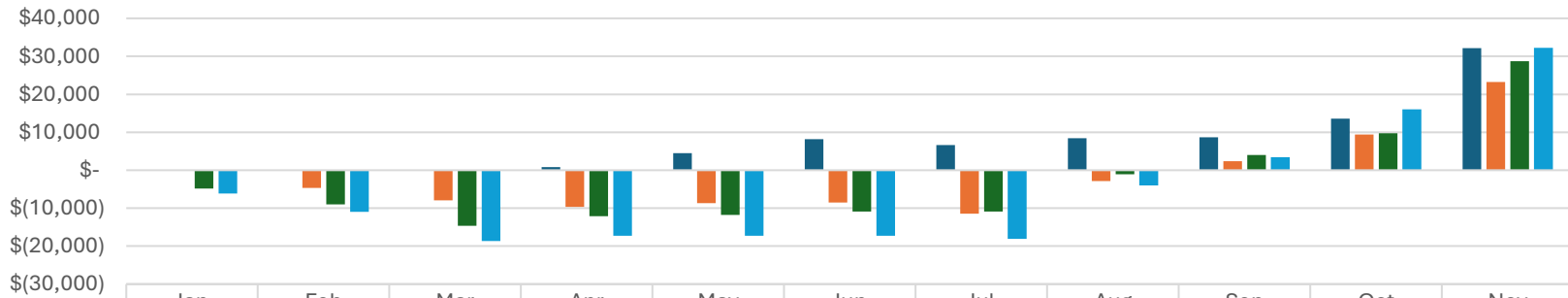
Revenue	\$256	\$446	\$616	\$2,046	\$2,056	\$2,513	\$2,568	\$16,611	\$24,054	\$36,672	\$53,834
Expenses	\$6,418	\$11,452	\$19,305	\$19,305	\$19,305	\$19,753	\$20,633	\$20,633	\$20,633	\$20,633	\$21,630

Youth Sports Cumulative 2023



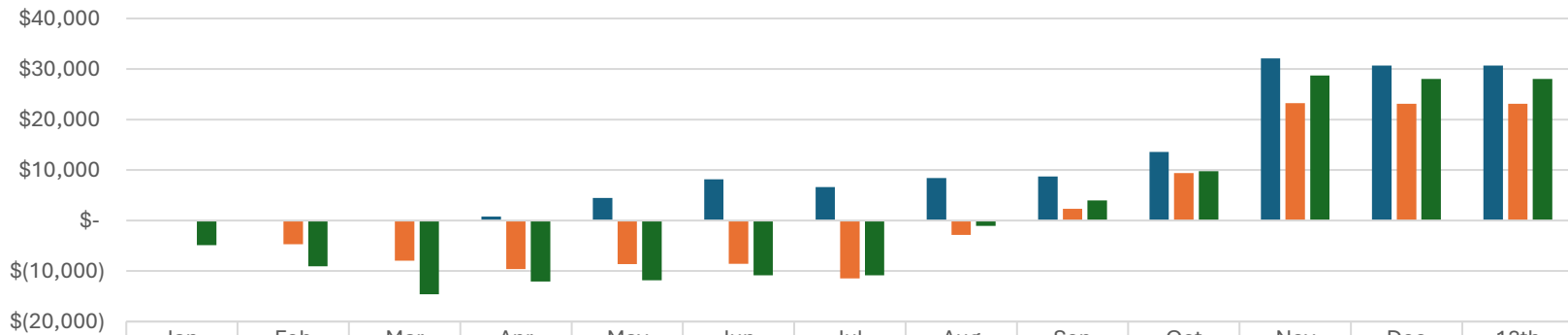
Revenue	\$1,250	\$1,519	\$2,383	\$4,900	\$5,180	\$6,453	\$6,760	\$16,630	\$21,927	\$27,712	\$47,356	\$48,093	\$48,093
Expenses	\$6,114	\$10,556	\$17,003	\$17,003	\$17,003	\$17,323	\$17,632	\$17,705	\$17,953	\$17,953	\$18,624	\$20,057	\$20,057

Youth Sports Net



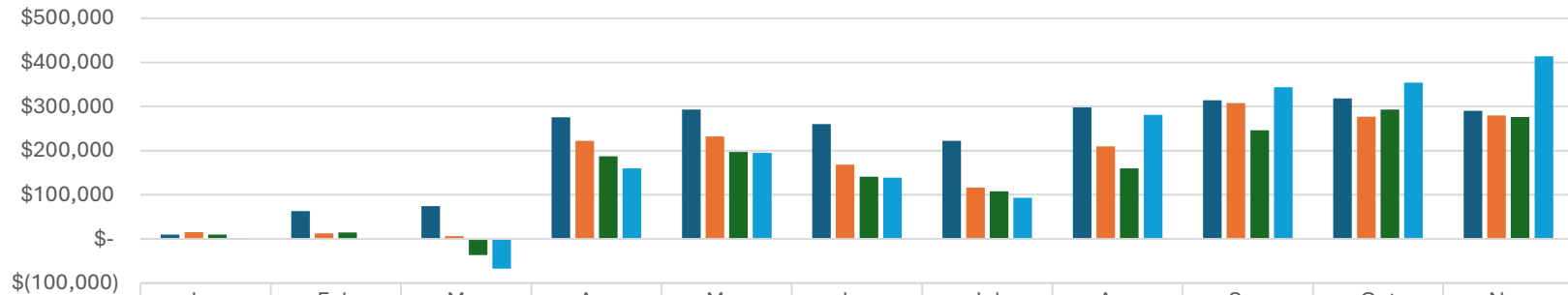
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$-	\$-	\$-	\$780	\$4,464	\$8,150	\$6,650	\$8,410	\$8,695	\$13,593	\$32,118
2022	\$(54)	\$(4,670)	\$(7,972)	\$(9,634)	\$(8,656)	\$(8,542)	\$(11,485)	\$(2,825)	\$2,345	\$9,378	\$23,231
2023	\$(4,864)	\$(9,037)	\$(14,620)	\$(12,103)	\$(11,823)	\$(10,870)	\$(10,872)	\$(1,075)	\$3,974	\$9,759	\$28,732
2024	\$(6,162)	\$(11,006)	\$(18,689)	\$(17,259)	\$(17,249)	\$(17,240)	\$(18,065)	\$(4,022)	\$3,421	\$16,039	\$32,203

Youth Sports Net



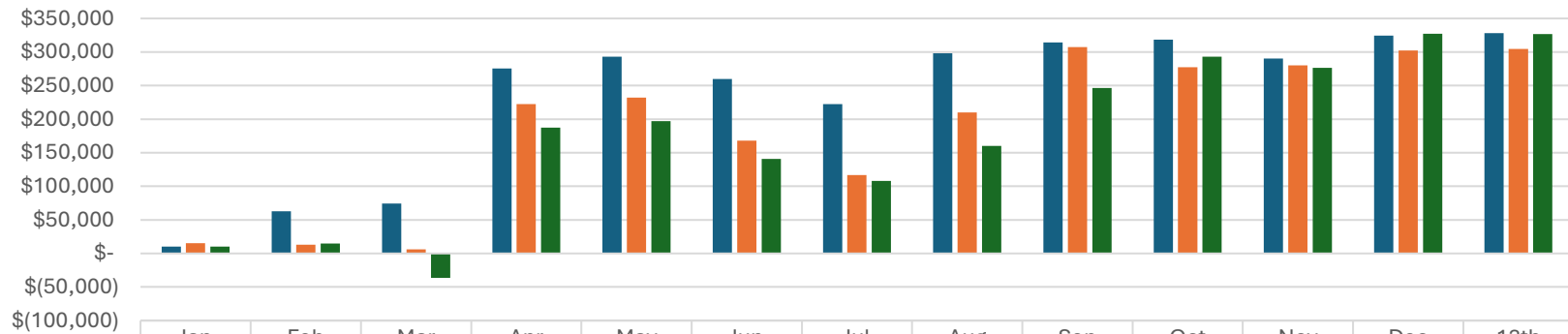
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$-	\$-	\$-	\$780	\$4,464	\$8,150	\$6,650	\$8,410	\$8,695	\$13,593	\$32,118	\$30,655	\$30,655
2022	\$(54)	\$(4,670)	\$(7,972)	\$(9,634)	\$(8,656)	\$(8,542)	\$(11,48	\$(2,825)	\$2,345	\$9,378	\$23,231	\$23,101	\$23,101
2023	\$(4,864)	\$(9,037)	\$(14,62	\$(12,10	\$(11,82	\$(10,87	\$(10,87	\$(1,075)	\$3,974	\$9,759	\$28,732	\$28,036	\$28,036

Overall Net



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2021	\$10,049	\$62,950	\$74,174	\$275,402	\$293,291	\$259,975	\$222,387	\$298,330	\$314,364	\$318,560	\$290,332
2022	\$15,141	\$12,917	\$6,246	\$222,486	\$231,989	\$168,129	\$116,701	\$209,996	\$307,560	\$277,181	\$280,090
2023	\$10,008	\$14,888	\$(36,511)	\$187,227	\$197,221	\$140,783	\$107,951	\$159,997	\$246,458	\$293,118	\$276,328
2024	\$1,455	\$585	\$(67,583)	\$159,962	\$194,858	\$138,922	\$93,062	\$281,468	\$343,735	\$354,117	\$414,009

Overall Net



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	13th
2021	\$10,049	\$62,950	\$74,174	\$275,40	\$293,29	\$259,97	\$222,38	\$298,33	\$314,36	\$318,56	\$290,33	\$324,49	\$328,09
2022	\$15,141	\$12,917	\$6,246	\$222,48	\$231,98	\$168,12	\$116,70	\$209,99	\$307,56	\$277,18	\$280,09	\$302,51	\$304,68
2023	\$10,008	\$14,888	\$(36,51)	\$187,22	\$197,22	\$140,78	\$107,95	\$159,99	\$246,45	\$293,11	\$276,32	\$327,00	\$326,63



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 11.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services

RE: Safe Routes to School Village-Wide Travel Plan RFQ and Agreement with Epstein

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on January 13, 2024.

Summary

Background

In 2024, the Village was awarded a Safe Routes to School grant, totaling \$75,000, to develop a Village-wide school travel plan. The grant was awarded by the Illinois Department of Transportation (IDOT) and no Village match is required. The Travel Plan will outline solutions to improve walking and biking opportunities and awareness for students, while also reviewing current vehicular drop-off procedures. The final product will include short-term and long-term improvements and educational programs for both the Village and schools to consider. The study will include D101 (Forest Hills, Field Park, McClure, and Laidlaw), D106 (LaGrange Highlands), LTHS (North and South), and St. John of the Cross. Improvements are expected to include sidewalk installation/reconfigurations, intersection safety improvements, bike safety considerations, right-of-way and drop-off improvements, and more. The completion of a Village-wide Travel Plan will increase the probability of future Safe Routes to School grant funding for related construction projects.

Qualifications Based Selection (QBS) Process

IDOT requires that the Village follow the QBS process to select a qualified firm for the development of the plan. The QBS process requires that firm be selected based on their qualifications, and not on price. The Village posted a request for qualifications on the Village website and received statements of qualifications from four interested firms. Staff from the Village Manager's Office, and Departments of Engineering, Municipal Services, and Community Development reviewed the submitted qualifications of the following four firms:

- Epstein
- Kimley-Horn
- TYLin
- Thomas Engineering

Staff proceeded with follow-up interviews with Epstein, Kimley-Horn and TYLin. Staff unanimously agreed that Epstein met all criteria and presented as the most qualified firm to complete the project. Staff and Epstein are currently negotiating an Agreement for the project. A draft agreement for the work is included in the agenda packet. The project cost is currently expected to be just under the \$75,000 grant award amount.

Development of the Travel Plan and Timeline

Pending approval, the Travel Plan is expected to begin in February with a completion date of Fall 2025. A Steering Committee will be developed to provide assistance and feedback during the process. The Committee will consist of Village staff, staff and/or representatives from each district/school, community members, IDOT staff, Cook County staff, and any other individuals identified during development. Epstein will document existing conditions by observing school drop-off pick-ups, hosting community events in conjunction with schools, workshops and small group discussions, and by utilizing online interactive mapping surveys. All data will be evaluated and recommendations will be developed for the Village to consider in the public right-of-way. Recommendations for each school/district will also be included for future consideration.

Financial Impact

The project was budgeted for FY2025 and awarded 100% grant funding by IDOT's Safe Route to School program, totaling \$75,000. The Village will pay the consultant for work completed and then seek reimbursement from IDOT.

Recommended Motion

I move to approve the agreement between the Village of Western Springs and Epstein for the development of the Safe Routes to School Village-wide Travel Plan.

Strategic Plan Alignment

- Financial Sustainability
 - Evaluate and Explore Opportunities for Shared Services
- Develop Long-Term plan for Addressing Infrastructure Improvements

File Attachments

1. Safe Routes to School Travel Plan - Proposal Package-Epstein



January 09, 2025

Casey Biernacki
Deputy Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Dear Mr. Biernacki,

Architecture
Interiors
Engineering
Construction

Enclosed please find the proposal package for the Village-Wide School Travel Plan. The following items are included in this package:

- Detailed Scope of Services
- Project Schedule
- BLR 05514 with rate sheet and hours by task

On behalf of Epstein, thank you for the opportunity to submit this proposal and we look forward to working on this very exciting project with the Village. Lastly, if you have any questions, please call me at 312-429-8272 or email at gosborne@epsteinglobal.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Osborne'.

Greg Osborne
Vice President, Senior Project Manager
Epstein

600 W. Fulton Street
Chicago, Illinois
60661-1199

+1 312 454 9100

epsteinglobal.com

Background

The Village of Western Springs, a suburban community in Cook County, has a population of approximately 13,600 residents, with 31.9% under the age of 18, indicating a significant school-aged demographic. Its compact layout, family-oriented atmosphere, and safe neighborhoods make Western Springs an ideal candidate for promoting active transportation to schools.

The Village has received Illinois Safe Routes to School (SRTS) funding to develop a comprehensive Village-wide School Travel Plan. This plan will identify policy and infrastructure improvements to encourage more students to walk and bike to school. The primary goal of the project is to create a strategic approach to increasing the number of students walking and bicycling to schools within Western Springs. To achieve this, we will conduct stakeholder interviews, gather input from students and parents, research existing policies and practices, analyze relevant data, and propose actionable recommendations along with potential funding opportunities.

Epstein will be the prime consultant on this project and can complete all the services with current in-house staff, and no subconsultant.

Below are the districts and schools included in the study:

- **Western Springs School District 101:** Western Springs District 101 serves approximately 1,400 students across several schools, including Field Park, Forest Hills, and Laidlaw Elementary Schools, as well as McClure Junior High. The district provides education for students in grades K-8 and is situated within residential neighborhoods throughout Western Springs.
- **LaGrange Highlands District 106:** LaGrange Highlands District 106 provides education to around 900 students from pre-K through 8th grade on a single campus located in the LaGrange Highlands area. This district serves a diverse mix of suburban and semi-rural neighborhoods and is recognized for its emphasis on academic achievement and community engagement.
- **Lyons Township High School District 204:** Lyons Township High School District 204 educates over 4,000 students across two campuses: the North Campus in LaGrange and the South Campus in Western Springs. These campuses serve students from a broad geographic area, offering a range of academic programs and extracurricular activities.
- **St. John of the Cross Roman Catholic School:** St. John of the Cross Roman Catholic School is a private school located centrally in Western Springs, serving approximately 600 students from pre-K through 8th grade. As a faith-based institution, the school is deeply embedded in the community, providing both academic and spiritual education.

We propose the following tasks to accomplish the Village's objectives.

Task 1: Steering Committee & Kick-Off Meeting

Epstein will form, organize, and convene one in-person meeting and four virtual meetings with a Steering Committee. The committee will be composed of representatives of each school, school district officials, IDOT, CCDOTH, and Village staff, including Public Works, Police, and Community Development.

The first Steering Committee meeting will be an in-person kick-off, with Epstein preparing materials and leading a visioning exercise to establish a shared foundation for the plan.

The second will introduce the project goals and foster collaborative involvement. The third will focus on existing conditions and data analysis while promoting the community survey and engagement opportunities. The fourth meeting will present draft recommendations ahead of the Community Workshop, enabling feedback and preparation for public outreach. The fifth and final meeting will review the draft plan, finalize recommendations, and prepare for the public presentation. Epstein staff will remain accessible throughout to address questions and support smaller group discussions, ensuring the plan's outreach and impact are maximized.

Task 2: Document Existing Conditions

Our team will lead a comprehensive evaluation of the Village walking and bicycling network to identify existing conditions, gaps, and opportunities. This analysis will incorporate robust data-driven methodologies alongside community engagement to ensure our recommendations reflect the needs

and experiences of all students. By examining past plans, existing infrastructure, and potential barriers, we aim to develop targeted strategies that improve safety, comfort, accessibility, and connectivity across the Village. We organize our understanding of existing conditions through a review of conditions in the "six E's" of:

Equity	Document how residents and stakeholders are considered in the process, and identify if groups are disproportionately impacted by policies or programs (e.g., students, people walking, bicycling, or those who cannot drive)
Engineering	Condition of walking, bicycling, and traffic control infrastructure
Education	Presence of education or training courses on walking, bicycling, and transportation safety
Enforcement	The extent to which public safety officers engage in promoting safe walking, bicycling, and driving habits
Encouragement	Programs to incentivize and encourage walking and bicycling as viable, desirable modes of transportation
Evaluation	Procedures to regularly monitor and review the performance of Safe Routes to School initiatives and tracking transportation demand and safety metrics (e.g., number of students walking or bicycling to school)

Below is an overview of the tasks we will undertake and our approach to completing them:

1. **Review of Existing Planning Documents:** We will evaluate the accomplishments and unresolved action items from previous plans, determining which components remain relevant and which are no longer feasible, to guide updates to the current plan effectively.
2. **Review of School Policies:** We will review each school's written or unwritten policies regarding walking and bicycling to school to understand if any barriers or opportunities exist.
3. **Mapping and Overview of Existing Bicycle and Pedestrian Facilities:** Our team will create comprehensive maps and detailed overviews of current infrastructure, incorporating ongoing projects by the Village, CCDOTH, and IDOT. This approach will provide a holistic understanding of existing network assets and planned improvements.
4. **Data Analysis Tasks:**
 - i. **Connectivity and Network Completeness:** We will evaluate sidewalk and bicycle connectivity and condition data to identify network gaps and prioritize areas needing improvements.
 - ii. **Crash Analysis:** We will analyze crash data to identify locations where vulnerable road users, such as pedestrians and cyclists, are experiencing disproportionate traffic violence. This analysis will delve into the root causes of these crashes, including roadway design, traffic patterns, and driver behaviors, enabling us to develop targeted, evidence-based recommendations for safety enhancements that directly address these underlying issues.
 - iii. **School Locations:** We will map the locations of all schools within the study area and analyze how their proximity to residential neighborhoods and major transportation routes impacts mobility. This analysis will focus on identifying gaps in pedestrian and bicycle infrastructure, barriers such as major roadways or limited crossings, and areas where connectivity can be enhanced. By examining the relationship between school locations and the surrounding transportation network, we will develop targeted recommendations to improve safe and efficient access for students, prioritizing projects that address the most significant needs.
 - iv. **Summary of Existing Data:** We will compile the collected data into a memo on existing conditions for the Village's review. This memo will provide an overview of the current state of walkability and identify opportunities for improvement.

Task 3: Community Engagement

At the beginning of the project, we will deliver a comprehensive Community Engagement Plan that outlines our strategic, inclusive approach to engaging Western Springs' community, emphasizing inclusivity and respect at every step. Our approach is rooted in meeting people where they are, both physically and culturally, by collaborating with interested parties such as Parent Teacher Organizations (PTO), school officials, crossing guards, and law enforcement. These partnerships will help us identify the underlying reasons why families choose to drive to school rather than walking or bicycling. We recommend conducting the following engagement activities as essential components of our outreach strategy to ensure broad community input and engagement:

1. **Interactive Map and Survey:** We will leverage Proxi for an interactive map and Survey Legend for a survey to gather community input on school travel patterns and preferences. The map will allow residents to pinpoint areas of concern, suggest improvements, and provide location-specific feedback, while the survey will ask about primary travel methods to school and the reasons behind those choices. Both tools can be embedded in websites and shared via links with stakeholders, ensuring broad accessibility. The Village and Steering Committee will also be able to monitor responses in real-time as they accumulate, providing valuable, up-to-date insights. To maximize participation, we will create promotional content for social media and newsletters, engage the local newspaper, and attend Village events for direct interaction.
2. **Community Workshops:** We propose hosting two workshops that use a station-based format, ensuring all participants—parents, adult residents, and students—can actively engage in meaningful ways. The first workshop will focus on providing foundational information about the project, including existing conditions and data analysis, while still incorporating interactive stations to encourage feedback. The second workshop will expand on this with more in-depth activities at each station, tailored to engage all age groups. Stations will feature programming specifically designed for parents and adult residents, such as policy discussions and infrastructure feedback, alongside creative, hands-on activities for students that capture their unique perspectives. This format ensures that diverse voices are heard and actively shapes a plan that addresses the needs of the entire community, fostering a safer and more connected environment for all. *Tactical urbanism demonstrations may be included in these workshops if the Village considers them necessary.*
3. **Stakeholder Meetings:** We propose hosting six in-person stakeholder meetings as part of the Safe Routes to School Plan. These meetings will be scheduled during school arrival or dismissal times to allow for direct observation of travel behaviors and patterns while engaging with students, parents, and school staff. Each meeting will include a walk audit along popular school routes and within the neighborhoods surrounding each school. The purpose of these meetings is to identify gaps, barriers, or hazards in the infrastructure that may discourage or prevent students from walking or bicycling safely and comfortably to school. Additionally, these sessions will provide an opportunity to gather valuable firsthand insights from stakeholders about challenges and opportunities for infrastructure improvements, ensuring the plan reflects on-the-ground realities and community needs.

We will document this information using photographs and ArcGIS Field Maps application. We will prepare a GIS database and maps documenting the following:

- a. Presence of walking and bicycling infrastructure (sidewalks, crosswalks, bike racks)
 - b. Crossing guard locations
 - c. Signalized intersections
 - d. Stop and yield signs
 - e. Posted speed limits
 - f. Other relevant features (speed zone, no parking zones, etc.)
4. **Walk to School Day Event:** Epstein will collaborate with a local school to host a Walk to School Day event. Our team will coordinate with the school ahead of time to establish a designated meeting point for a larger walking school bus, which will take place on the day of the event, allowing those who live outside of walking distance or prefer to join a larger group to participate. A tactical urbanism demonstration will be prepared in advance and displayed during the event. Students and staff will have the opportunity to contribute to its construction, pending approval from parents and school staff. Possible tactical urbanism options include:
 - o **Temporary curb extensions** to reduce crossing distances and improve visibility at intersections.
 - o **Painted crosswalks** to emphasize pedestrian pathways and enhance safety.
 - o **Cone-protected bike lanes** to provide a more comfortable bicycling experience.
 - o **Signage and wayfinding** to highlight safe walking routes and raise awareness of active transportation.
 - o **Chalk art or colorful road markings** to engage participants while drawing attention to pedestrian zones.
 - o **Street closures** with barriers and signage to create a safe, car-free environment.

- **Planters or bollards** to visually narrow roadways and protect pedestrian spaces.

Task 4: Evaluate & Develop Recommendations We will evaluate existing policies, identify gaps, and address infrastructure and policy barriers that limit bicycling and walking. Using student address data, we will analyze how many students would benefit from specific routes, weighing the cost versus benefit of each recommendation. Solutions will be categorized into short-, medium-, and long-term priorities, with cost estimates provided for each treatment to guide implementation effectively.

1. **Future Plans and Projects:** Working closely with Village staff, we will incorporate information on future projects into the plan to ensure our recommendations align with and complement upcoming developments. As part of this integration, we will evaluate whether projects like roadway resurfacing can be slightly expanded or enhanced to include pedestrian or bicycle improvements.
2. **Funding Overview:** Our analysis will identify potential funding sources and opportunities to support the recommended improvements, including evaluating how adopting policies like Complete Streets or Vision Zero could increase eligibility for additional funding. Each project will be matched with applicable funding sources, with detailed information presented in a format ready to be incorporated into funding applications. Potential funding options will include grants, public-private partnerships, and local initiatives to support a phased implementation of projects.

Recommendations will be across multiple disciplines, including engineering, education, enforcement, encouragement, and evaluation. Recommendations will include actionable guidance for sidewalks, crossing enhancements, and active transportation facilities tailored to Western Springs. This approach will help build a connected, low-stress network that encourages walking and bicycling for students.

We will prepare a Key Recommendations Memo to collaborate with the Steering Committee to gather input and feedback on the recommendations. We will refine the list into a public-facing document with easy-to-understand narratives accompanied by charts, tables, graphs, and maps to support the recommendations.

Task 5: Document, Revisions & Adoption

Epstein will develop a draft plan that includes goals, objectives, design guidelines, recommendations, a draft capital improvement program, and maps illustrating existing and proposed bicycle and pedestrian improvements. The draft will be provided to the Steering Committee and Village staff for review and feedback. Epstein will incorporate written revisions as directed and submit a revised draft to the Village. This revised version will serve as the final draft plan to be presented at a public meeting. Public comments from this meeting will be reviewed and integrated into the final plan, which will then be submitted for Village approval. Once approved, Epstein will deliver a comprehensive package to the Village, including editable files and working documents, along with PDF maps created for both the draft and final plan documents.

Task 6: Village Board Engagement

Epstein will present in-person twice to the Village Board. The first presentation will be an in-progress update after stakeholder input is summarized and again at completion of the report.

Task 7: Project Management

Following notice to proceed, Epstein will schedule and conduct a project kick-off meeting to review the project schedule, tasks, and establish lines of communication between Epstein, the Village, and IDOT.

Epstein will conduct bi-weekly project coordination calls with the Village to report on project progress and discuss relevant project tasks that require coordination. Epstein will prepare invoices monthly using the IDOT Cost Estimate for Consultant Services (CECS) format for easy reimbursement through the SRTS program and will maintain the project schedule, budget, and project milestones.

Submittals: Epstein will submit the following materials at draft and final stages for review and comment by the city. Final versions shall incorporate city, IDOT, and coordinating agency comments where applicable:

1. Meeting notes as documentation of all meetings with Village, coordinating agencies, and stakeholders
2. Steering Committee Kick-off meeting materials
3. Summary of Existing Conditions Memo
4. Community Engagement Plan with target public information meeting dates and advertising dates
5. Draft Survey, interactive map, and website content
6. Community workshop presentation
7. Key Recommendation Memo
8. Initial Draft Report
9. Final Draft Report
10. Final Plan

Page 1 of 2

ID	Task Name	Duration	Start	Finish	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec	
27	Stakeholder Meeting #4	1 day	Thu 5/8/25	Thu 5/8/25	5	12	19	26	2	9	16	23	30	6	13	20	27
28	Stakeholder Meeting #5	1 day	Mon 5/12/25	Mon 5/12/25													
29	Stakeholder Meeting #6	1 day	Thu 5/15/25	Thu 5/15/25													
30	Walk to School Day	1 day	Wed 10/8/25	Wed 10/8/25													
31	Walk & Roll to School Day	1 day	Wed 10/8/25	Wed 10/8/25													
32	EVALUATE & DEVELOP RECOMMENDATIONS	90 days	Tue 3/25/25	Mon 7/28/25													
33	Data Analysis for Primary Barriers	30 days	Tue 3/25/25	Mon 5/5/25													
34	Identify Solutions to Barriers	20 days	Tue 5/6/25	Mon 6/2/25													
35	Refine Solutions	25 days	Tue 6/3/25	Mon 7/7/25													
36	Key Recommendations Memo	15 days	Tue 7/8/25	Mon 7/28/25													
37	DOCUMENT, REVISIONS & ADOPTION	119 days	Thu 5/29/25	Tue 11/11/25													
38	Plan Content	15 days	Thu 5/29/25	Wed 6/18/25													
39	Funding Strategies	15 days	Thu 5/29/25	Wed 6/18/25													
40	Cost Estimates	15 days	Thu 5/29/25	Wed 6/18/25													
41	Implementation Matrix	15 days	Thu 5/29/25	Wed 6/18/25													
42	Initial Draft Report	1 day	Thu 8/7/25	Thu 8/7/25													
43	Respond to Steering Committee Review	10 days	Fri 8/8/25	Thu 8/21/25													
44	Final Draft	25 days	Fri 8/22/25	Thu 9/25/25													
45	30-Day Public Review	21 days	Fri 9/26/25	Sun 10/26/25													
46	Final Summary Presentation	1 day	Mon 10/27/25	Mon 10/27/25													
47	Final Plan Public Meeting	1 day	Tue 11/11/25	Tue 11/11/25													
48	VILLAGE BOARD ENGAGEMENT	85 days	Mon 7/21/25	Mon 11/17/25													
49	Meeting #1 In-Progress Presentation	1 day	Mon 7/21/25	Mon 7/21/25													
50	Meeting #2 Final Plan Presentation	0 days	Mon 11/17/25	Mon 11/17/25													



Local Public Agency Village of Western Springs	County Cook	Section Number
Prime Consultant (Firm) Name A. Epstein and Sons International, Inc.	Prepared By G. Osborne	Date 12/30/2024
Consultant / Subconsultant Name N/A	Job Number 	

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

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	11	MONTHS	OVERHEAD RATE	153.79%
START DATE	2/10/2025		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026		% OF RAISE	2.00%
END DATE	1/9/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/10/2025	1/1/2026	11	100.00%

Village of Western Springs

Cook

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N/A

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

MAXIMUM PAYROLL RATE	86.00
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ESCALATION FACTOR	0.00%
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[illegible]

Local Public Agency

Village of Western Springs

County

Cook

Section Number

Consultant / Subconsultant Name

N/A

Job Number

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	360	\$0.70	\$252.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)	10	\$55.00	\$550.00
Tolls	Actual Cost	20	\$2.50	\$50.00
Parking	Actual Cost	10	\$20.00	\$200.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	300	\$1.00	\$300.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	4	\$350.00	\$1,400.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,752.00

Village of Western Springs

Cook

N/A

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$2,752.00						\$2,752.00	3.67%
TOTALS		670	25,177	38,719	8,309	-	74,957	100.00%

Village of Western Springs

Cook

N/A

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Steering Committee & Kick-Off Meeting			Document Existing Conditions			Community Engagement			Evaluate & Develop Recommendations			Document, Revisions & Adoption		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00	18.0	2.69%	2.31	2	5.41%	4.65							7	5.04%	4.33	2	1.21%	1.04
Senior Project Manager	80.36	0.0																	
Project Manager	72.27	0.0																	
Senior Project Engineer	56.37	36.0	5.37%	3.03										20	14.39%	8.11	16	9.70%	5.47
Project Engineer	48.61	0.0																	
Senior Design Engineer	45.18	0.0																	
Design Engineer	35.09	0.0																	
CAD Coordinator	53.28	0.0																	
Administrative Assistant	32.19	0.0																	
Senior Planner	44.47	264.0	39.40%	17.52	16	43.24%	19.23	20	25.64%	11.40	66	44.59%	19.83	45	32.37%	14.40	62	37.58%	16.71
Planner	28.61	330.0	49.25%	14.09	19	51.35%	14.69	58	74.36%	21.27	70	47.30%	13.53	67	48.20%	13.79	75	45.45%	13.00
Intern	19.00	22.0	3.28%	0.62							12	8.11%	1.54				10	6.06%	1.15
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TOTALS		670.0	100%	\$37.58	37.0	100.00%	\$38.57	78.0	100%	\$32.68	148.0	100%	\$34.90	139.0	100%	\$40.63	165.0	100%	\$37.37

Village of Western Springs

Cook

N/A

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EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Village Board Engagement			Project Management and Coordination														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00				7	7.53%	6.47												
Senior Project Manager	80.36																		
Project Manager	72.27																		
Senior Project Engineer	56.37																		
Project Engineer	48.61																		
Senior Design Engineer	45.18																		
Design Engineer	35.09																		
CAD Coordinator	53.28																		
Administrative Assistant	32.19																		
Senior Planner	44.47	6	60.00%	26.68	49	52.69%	23.43												
Planner	28.61	4	40.00%	11.44	37	39.78%	11.38												
Intern	19.00																		
TOTALS		10.0	100%	\$38.13	93.0	100%	\$41.29	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 11.B.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance, Casey Biernacki, Deputy Village Manager

RE: Ambulance Purchase from Foster Coach Sales, Inc. through the Suburban Purchasing Cooperative (SPC)

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on January 13, 2025.

Summary

Village staff carefully evaluated multiple factors to determine the need for vehicle replacements. The current replacement strategy considers mileage, engine time, age, reliability, maintenance costs, and the operational environment. Reserve Ambulance 1715, a 2008 International LifeLine ambulance, will be nearly 19 years old at the time of replacement and will have over 55,000 miles and 9,500 service hours. Upon delivery of the new ambulance, the reserve unit will either be auctioned off or repurposed as a general utility vehicle within the village fleet.

After establishing the need for a replacement ambulance for ambulance 1715, a specifications committee, consisting of Municipal Fleet Services and Fire & EMS staff, was formed to research and evaluate various manufacturers and their unit specifications.

The criteria used to evaluate the ambulance manufacturers included:

- The ability to design the patient care area according to our specifications.
- The durability and construction of the ambulance.
- The reputation of the manufacturer, based on positive reviews of their units.
- A responsive sales representative who is committed to providing timely information.
- The ability to adhere to our budget.

Several ambulance manufacturers were evaluated, including Medix, Braun, and Demers. Only one manufacturer met all the committee's criteria. The new ambulance will be a 2026 Horton conversion ambulance mounted on a Ford F-550 4x4 chassis, equipped with lights, sirens, and other essential equipment required for emergency response operations.

This new ambulance will be purchased from Foster Coach Sales, Inc. through the Suburban Purchasing Cooperative (SPC) contract #214. The SPC is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), the DuPage Mayors & Managers Conference (DMMC), the South Suburban Mayors and Managers Association (SSMMA), and the Will County Governmental League (WCGL). Together, the SPC represents 144 municipalities and townships in northeastern Illinois.

The goal of the SPC is to leverage the resources and purchasing power of government and not-for-profit entities to jointly negotiate favorable contract terms for high-quality products at the best possible prices. The competitive bidding process used complies with applicable laws and is based on nationally established specifications, particularly for emergency vehicles.

Financial Impact

Funding Source: Two sources will provide funding. The Village has received a grant of \$350,000 from the Illinois Department of Commerce and Economic Opportunity (DCEO). The remaining balance of \$18,141 will be funded by Account 5102310-60030 in the appropriate fiscal year upon the delivery of the new ambulance. Due to the ongoing supply chain and labor shortages in the industry, we expect it will take approximately 36 months to receive the new ambulance when invoiced.

Recommended Motion

I move to approve the purchasing agreement with Foster Coach Sales, Inc. and to waive the competing bidding process for the purchase of one 2026 Foster Coach Horton Conversion Ambulance.

Strategic Plan Alignment

None

File Attachments

1. Western Springs Quote 12-3
2. SPC-2024-Type-I-Ambulance-214-Extension-1
3. Western Springs Purchase Agreement PJ Foster

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01256

QUOTATION

TO: WESTERN SPRINGS FIRE DEPARTMENT
4353 WOLF RD
WESTERN SPRINGS, IL 60558

DATE: 12/03/24

ATTN: STEPHANIE GRIMM

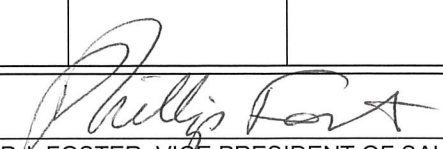
REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2026 FORD F550 4X4 DIESEL CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS PRICING PER SPC/NWMC CONTRACT #214	\$ 368,141.00	\$ 368,141.00
		\$ Total	\$ 368,141.00
	ACCEPTED BY: _____ TITLE: _____ Date: _____		

ESTIMATED DELIVERY:
2.5-3 YEARS DEPENDING ON CHASSIS/BACKLOG

PROPOSED BY:


P.J. FOSTER, VICE PRESIDENT OF SALES



A Joint Purchasing Program For Local Government Agencies

July 1, 2024

Mr. P.J. Foster
Vice President, Sales
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the first of four (4) possible one-year contract extensions of the SPC Type I Additional Medium Duty Ambulance Contract (#214) to Foster Coach Sales Inc. for Horton Emergency Vehicles from June 1, 2024 through May 31, 2025.

With acceptance of this contract, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The SPC reserves the right to extend this contract for up to three (3) additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$1,250.00 per ambulance, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

Ellen Dayan, NWMC
07.25.23
Date

P.J. Foster, Foster Coach Sales
7/5/24
Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Foster Coach Sales Inc., an Illinois corporation ("Foster"), and Western Springs Fire Department is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the ambulance and any associated equipment manufactured or furnished for the Customer by Foster pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Foster Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Foster Proposal"** means the proposal provided by Foster prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Foster is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Foster receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Foster's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Foster's authorized representative pursuant to Section 20 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified below for the total purchase price of \$ ("Purchase Price").

Quantity	Chassis Type	Body Type	Price per Unit
1	Ford F550 4x4 Diesel	Horton	\$368,141
			\$
			\$
			\$

Warranty Period: Documents provided in Bid

Payment Terms: Upon Delivery or prepay for discount

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA, KKK Standard) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. To the extent practicable, Foster will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Foster incorporate a change to the Products or the Specifications for the Products by delivering a change order to Foster; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Foster to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Foster will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Foster shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Foster's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Foster may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Foster; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Foster endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Foster upon sale of the Product to another purchaser, plus any costs incurred by Foster to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within months of the Effective Date of this Agreement, F.O.B. Sterling, Illinois. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Foster with written notice sufficient to permit Foster to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Foster within thirty (30) days from the Notice of Defect. In the event Foster does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

Other Matters:

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other:

Foster Coach Sales, Inc.
PO Box 700
903 Prosperity Drive
Sterling, Ill. 61081

Customer
Western Springs Fire Department
4353 Wolf Rd
Western Springs, IL 60558

10. Standard Warranty. Any applicable manufacturer's warranties are attached hereto as part of the Foster Proposal and are made a part hereof. Any additional warranties must be expressly approved in writing by Foster's authorized representative.

11. Force Majeure. Foster shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Foster's control which make Foster's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Foster fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Foster.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of manufacturer until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of manufacturer until the Purchase Price for that Product has been paid in full. In case of any default in payment, Foster may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Illinois.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Foster's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Foster's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Foster Proposal, the Foster Proposal shall control. In the event there is a conflict between the Foster Proposal and this Agreement, the Foster Proposal shall control.

20. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Foster Coach Sales, Inc.'s authorized representative.

Accepted and agreed to:

FOSTER COACH SALES, INC.

Name: _____

Title: _____

Date: _____

WESTERN SPRINGS FIRE DEPARTMENT

Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 11.C.

To: Board of Trustees

From: Sean Gilhooley, Director of Law Enforcement Services, Ashlee Jasutis, Deputy Director of Law Enforcement Services

CC: Ellen Baer, Village Manager

RE: License Plate Reader Licensing Agreement with Lyons Township High School District 204 for 47th Street Traffic

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on January 13, 2025.

Summary

On January 13, 2025 the Public Health and Safety Committee reviewed a license agreement between the Village of Western Springs and Lyons Township High School District 204 for 47th Street Traffic. The agreement allows the Village of Western Springs to install a three-inch by eight to ten-foot metal pole on the property for the purpose of License Plate Reader equipment installation. The Village of Western Springs will hold ownership of the pole and equipment, including maintenance and liability.

Financial Impact

None.

Recommended Motion

I move to approve the license agreement with Lyons Township High School District 204 for the location of License Plate Reader (LPR) equipment for 47th Street Traffic.

Strategic Plan Alignment

Public Safety

File Attachments

1. License Agreement re Placement and Operation of License Plate Reader Video Camera Equipment and Pole (LTHS - Bennett Field) 1.9

**LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS
TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND RELATED EQUIPMENT
AND A SUPPORT POLE ON THE PROPERTY LOCATED AT
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204, BENNETT FIELD,
4900 WILLOW SPRINGS ROAD, WESTERN SPRINGS, ILLINOIS**

This **LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND EQUIPMENT AND A SUPPORT POLE ON THE PROPERTY LOCATED AT LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204, BENNETT FIELD, 4900 WILLOW SPRINGS ROAD, WESTERN SPRINGS, ILLINOIS** ("Agreement") is made this ____ day of _____, 2025 by and between the Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558 (the "Licensee" or "Village"), and Lyons Township High School District 204, 4900 Willow Springs Road, Western Springs, Illinois 60558 (the "Licensor" or "LTHS"). The Village and LTHS are at times referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, both Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/) authorize and encourage intergovernmental cooperation; and

WHEREAS, LTHS and the Village desire to enter into this Agreement in order to place license plate reader videocameras, a support pole and related equipment (collectively the "LPR Equipment") on property owned by LTHS and located within the Village on the LTHS South Campus, with a common address of 4900 Willow Springs Road, Western Springs, Illinois, to allow the Village's Department of Law Enforcement Services to record video of motor vehicle traffic and other transportation devices and vehicles traveling on 47th Street for law enforcement purposes; and

WHEREAS, the LPR Equipment will be located on that part of the LTHS South Campus that is adjacent to 47th Street in the Village, commonly known as Bennett Field, within the area as indicated on the Site Map attached hereto as Exhibit "A" (the "Licensed Premises"). The legal description of the LTHS South Campus Property is attached hereto as **Exhibit "B"** and made a part hereof (the "LTHS Property" or "LTHS South Campus"); and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **License; Licensed Premises.** The Licensor grants to the Licensee a license (the "License") to construct, maintain, service and operate the LPR Equipment within the Licensed Premises. The Licensed Premises is part of the LTHS South Campus. The Licensee shall have the right of ingress and egress on and over the Licensed Premises and the LTHS South Campus as necessary for the specific use of this License, provided that the Licensee shall not have any right to enter any building on the LTHS South Campus without prior notice to the Licensor. The Licensee may contract with others to construct, maintain, service and operate the LPR Equipment under the License granted under this Agreement. The Licensee shall own all of the video generated by the LPR Equipment and its use shall be for law enforcement purposes only.

3. **License Term.** The term of this License shall be for a period of ten (10) years. However, such License may be terminated by the Licensor or the Licensee at any time by giving twelve (12) months prior written notice to terminate or by mutual written agreement of the Parties.

4. **Electrical Utilities.** The Licensee shall have the right to connect the LPR Equipment to the electrical system on the LTHS South Campus and shall not be responsible for payment of any electricity bills.

5. **No Transfer of Ownership.** Nothing contained herein shall be construed in any way as indicating that Licensor has conveyed to Licensee any ownership or property right in the LTHS Property.

6. **Acceptable Use.** The Licensee will use the LPR Equipment solely for the purpose of recording video of motor vehicle traffic and other transportation devices and vehicles traveling on 47th Street for law enforcement purposes and not as a security system for the Licensor or the general public and nothing herein shall be construed as creating any right or liability of the Licensee to the Licensor to provide security or other police services.

7. **Siting Approval.** The actual location of the LPR Equipment on the Licensed Premise shall be subject to the approval of the Licensor. The LPR Equipment shall not interfere with or obstruct any other use on the LTHS Property.

8. **Maintenance Obligations.** The Licensee shall, at its own cost and expense, install and maintain the LPR Equipment in a safe condition and in good repair. The Licensee shall be responsible for insuring the LPR Equipment.

9. **Damage to Property.** The Licensee shall exercise special precautions to avoid damage to the LTHS Property and any personal property of the Licensor and any occupant thereof. The Licensee assumes responsibility for any and all loss resulting from such damage caused by the acts, omissions or facilities of Licensee, its employees, contractors or agents.

10. **Indemnification.** The Licensee shall indemnify, hold harmless and defend Licensor, and its officers, employees, directors, trustees, representatives and agents from and against any and all claims, actions, liabilities, demands, damages, liens, losses, costs, expenses (including legal fees),

judgments and settlements of any nature whatsoever arising out of or incidental to this Agreement or work performed thereunder unless due to the gross negligence or intentional acts of Licensor, its officers, employees, representatives or agents. In the event any suit, claim or proceeding, whether groundless or not, within the intendment of this provision is brought against Licensor, the Licensee, upon notice from Licensor, shall defend the same at Licensee's own expense. This provision shall survive the termination of this Agreement.

11. **Service Interruption.** The Licensor shall not be liable to Licensee for any interruption of service of the LPR Equipment caused by failure of electrical service or by any other cause of the Licensor.

12. **Default.** If Licensee fails to perform any of the covenants, conditions, terms or provisions of this Agreement and, except where a specified time is provided for the performance of the covenant or condition, when such default is not made good within thirty (30) days after written notice, Licensor may, at its option, upon five (5) days' notice in writing, terminate this Agreement and the terms hereof.

13. **Removal of LPR Equipment.** If this Agreement is terminated, Licensee shall remove the LPR Equipment and restore any area of the Licensed Premises or the LTHS Property, which is disturbed by the removal of the LPR Equipment, within thirty (30) calendar days of the effective date of such termination. If Licensee fails to remove the LPR Equipment within thirty (30) calendar days of termination, the Licensor may remove the LPR Equipment and charge the Licensee with the cost of such removal.

14. **Assignment.** The Licensee shall not assign, transfer, sublet or otherwise encumber this Agreement without Licensor's express prior written consent, and any such assignment without such consent shall be void.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous offers, proposals, agreements or discussions between the Parties relating to the subject matter hereof. This Agreement may not be modified or amended, nor may any obligation of either Party be changed or modified, except in writing signed by the duly authorized officers or agents of the Parties.

16. **Notice.** Except as otherwise agreed to in writing by the Parties, any written notification to be given under this Agreement shall be effective only if it is in writing and: (i) delivered by hand (with a signed receipt); (ii) sent postage prepaid, certified mail, return receipt requested; (iii) sent by a nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written receipt; or (iv) sent by facsimile with a confirming hard copy by regular mail.

Notice to the Licensee shall be made to:

Director of Law Enforcement Services
Western Springs Police Department
740 Hillgrove Avenue
Western Springs, Illinois 60558

Notice to the Licensor shall be given to:

Superintendent

Lyons Township High School District 204
4900 South Willow Springs Road
Western Springs, Illinois 60558

17. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

18. **Authorization.** The undersigned signatories for the Licensor and the Licensee represent and warrant that they each have full and complete authority to execute this Agreement on behalf of the respective Party on whose behalf each has signed this Agreement. This representation and warranty is made for the purpose of inducing the Parties to execute this Agreement.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by any Party or to any employee, officer or agent of any Party which is not contained in this Agreement shall be binding or valid. Any and all previous agreements and understandings between and among the Parties, whether written or oral, are superseded by this Agreement.

20. **Waiver; Breach.** No failure by the Licensee or the Licensor to insist upon the strict performance under this Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach or of such covenants, terms or conditions shall constitute a waiver of such performance. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

21. **No Third Party Beneficiaries.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below, and the date of the last signatory below shall be inserted on Page 1 of this Agreement, as the Effective Date of this Agreement.

**VILLAGE OF WESTERN SPRINGS,
as Licensee**

**LYONS TOWNSHIP HIGH SCHOOL
DISTRICT 204, as Licensor**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit "A"

**Site Map
for the License Plate Reader Videocamera Equipment and Support Pole
Location Within the Licensed Premises**

(attached)

Exhibit "B"

Legal Description of the LTHS Property

PARCEL 1: THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2: THE NORTH QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8 AFORESAID.

PARCEL 3: THE NORTH ONE-THIRD (1/3) OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8 AFORESAID.

PARCEL 4: THE NORTH HALF (1/2) OF THE SOUTH TWO-THIRDS (2/3) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8 AFORESAID.

PARCEL 5: THE SOUTH ONE-THIRD (1/3) (EXCEPT THE EAST 460.52 FEET MEASURED ON THE SOUTH LINE) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8 AFORESAID.

PARCEL 6: THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8 AFORESAID.

PARCEL 7: THE SOUTH ONE-FIFTH (1/5) (EXCEPT THE NORTH 50 FEET THEREOF) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 8 AFORESAID.

PARCEL 8: THE NORTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) (EXCEPT THE SOUTH 33 FEET AND THE EAST 890.61 FEET THEREOF) OF SECTION 8 AFORESAID, IN COOK COUNTY, ILLINOIS.

Common Address: 4900 Willow Springs Road, Western Springs, Illinois 60558.

P.I.N.s: 18-08-102-030-0000, 18-08-103-009-0000, 18-08-103-010-0000, 18-08-104-003-0000, 18-08-104-004-0000, 18-08-106-002-0000, 18-08-106-004-0000, 18-08-106-006-0000, and 18-08-106-007-0000.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 11.D.

To: Board of Trustees

From: Sean Gilhooley, Director of Law Enforcement Services, Ashlee Jasutis, Deputy Director of Law Enforcement Services

CC: Ellen Baer, Village Manager

RE: License Plate Reader Licensing Agreement with Timber Trails Home Owners Association for Wolf Road Traffic

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on January 13, 2025.

Summary

On January 13, 2025 the Public Health and Safety Committee reviewed a license agreement between the Village of Western Springs and Timber Trails HOA for Wolf Road traffic. The agreement allows the Village of Western Springs to install a three-inch by eight to ten-foot metal pole on the property for the purpose of License Plate Reader equipment installation. The Village of Western Springs will hold ownership of the pole and equipment, including maintenance and liability.

Financial Impact

None.

Recommended Motion

I move to approve the license agreement with Timber Trails Home Owners Association Wolf Road for the location of License Plate Reader (LPR) equipment for Wolf Road traffic.

Strategic Plan Alignment

Public Safety

File Attachments

1. License Agreement re Placement and Operation of License Plate Reader Video Camera Equipment and Pole (Timber Trails HOA Wolf Roa

**LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS
TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND RELATED EQUIPMENT
AND A SUPPORT POLE ON THE PROPERTY OF
THE TIMBER TRAILS OF WESTERN SPRINGS COMMUNITY ASSOCIATION
ADJACENT TO WOLF ROAD, NORTH OF PLAINFIELD ROAD,
IN WESTERN SPRINGS, ILLINOIS**

This **LICENSE AGREEMENT GRANTED TO THE VILLAGE OF WESTERN SPRINGS TO MAINTAIN LICENSE PLATE READER VIDEOCAMERAS AND EQUIPMENT AND A SUPPORT POLE ON THE PROPERTY OF THE TIMBER TRAILS OF WESTERN SPRINGS COMMUNITY ASSOCIATION ADJACENT TO WOLF ROAD, NORTH OF PLAINFIELD ROAD, IN WESTERN SPRINGS, ILLINOIS** (the "Agreement") is made this ____ day of _____, 2025 by and between the Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558 (the "Licensee" or "Village"), and The Timber Trails of Western Springs Community Association, c/o Shifrin Legal, 2335 South Michigan Avenue, Floor Two, Chicago, Illinois 60616-2104 (the "Licensor" or "Timber Trails COA"). The Village and Timber Trails COA are at times referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Timber Trails COA and the Village desire to enter into this Agreement in order to place license plate reader videocameras, a support pole and related equipment (collectively the "LPR Equipment") onto property owned by Timber Trails COA and located within the Village adjacent to Wolf Road, north of Plainfield Road, in order to allow the Village's Department of Law Enforcement Services to record video of motor vehicle traffic and other transportation devices and vehicles traveling on Wolf Road for law enforcement purposes; and

WHEREAS, the LPR Equipment will be located on that part of the Timber Trails COA property that is adjacent to Wolf Road and north of Plainfield Road in the Village, within the area as indicated on the Site Map attached to this Agreement as **Exhibit "A"** (the "Licensed Premises"); and

WHEREAS, the Corporate Authorities of the Village of Western Springs are authorized, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, to approve and enter into this Agreement, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and the exchange of adequate consideration and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Incorporation.** Each of the Recitals set forth above are incorporated by reference into Section 1 of this Agreement as material provisions.

2. **License; Licensed Premises.** The Licensors grants to the Licensee a license (the "License") to construct, maintain, service and operate the LPR Equipment within the Licensed Premises. The Licensee shall have the right of ingress and egress on and over the Licensed Premises as necessary for the specific use of this License, provided that the Licensee shall not have any right to enter any building within the area of the Licensed Premises without prior notice to the Licensors. The Licensee may contract with others to construct, maintain, service and operate the Equipment under the License granted under this Agreement. The Licensee shall own all of the video generated by the LPR Equipment and its use shall be for law enforcement purposes only.

3. **License Term.** The term of the License shall be for a period of ten (10) years. However, such License may be terminated by the Licensee at any time by giving twelve (12) months prior written notice to terminate.

4. **Electrical Utilities.** The Licensee shall have the right to connect the LPR Equipment to the electrical system on the Timber Trails COA Property and shall not be responsible for payment of any electricity bills.

5. **No Transfer of Ownership.** Nothing contained herein shall be construed in any way as indicating that Licensors has conveyed to Licensee any ownership or property right in the Timber Trails COA Property.

6. **Acceptable Use.** The Licensee will use the LPR Equipment solely for the purpose of recording video of motor vehicle traffic and other transportation devices and vehicles traveling on Wolf Road for law enforcement purposes and not as a security system for the Licensors or the general public, and nothing herein shall be construed as creating any right or liability of the Licensee to the Licensors to provide security or other police services.

7. **Siting Approval.** The actual location of the LPR Equipment on the Licensed Premises shall be subject to the approval of the Licensors. The LPR Equipment shall not interfere with or obstruct any other use on the Timber Trails COA Property.

8. **Maintenance Obligations.** The Licensee shall, at its own cost and expense, install and maintain the LPR Equipment in a safe condition and in good repair. The Licensee shall be responsible for insuring the Equipment.

9. **Damage to Property.** The Licensee shall exercise special precautions to avoid damage to the Property of Licensors and any occupant thereof. The Licensee assumes responsibility for any and all loss resulting from such damage caused by the acts, omissions or facilities of Licensee, its employees, contractors or agents.

10. **Indemnification.** The Licensee shall indemnify, hold harmless and defend Licensors, and its officers, employees, directors, trustees, representatives and agents from and against any and all claims, actions, liabilities, demands, damages, liens, losses, costs, expenses (including legal fees), judgments and settlements of any nature whatsoever arising out of or incidental to this Agreement or work performed thereunder unless due to the gross negligence or intentional acts of Licensors, its officers, employees, representatives or agents. In the event any suit, claim or proceeding, whether groundless or not, within the intendment of this provision is brought against Licensors, the Licensee,

upon notice from Licensor, shall defend the same at Licensee's own expense. This provision shall survive the termination of this Agreement.

11. **Service Interruption.** The Licensor shall not be liable to Licensee for any interruption of service of the LPR Equipment caused by failure of electrical service or by any other cause of the Licensor.

12. **Default.** If Licensee fails to perform any of the covenants, conditions, terms or provisions of this Agreement and, except where a specified time is provided for the performance of the covenant or condition, when such default is not made good within thirty (30) days after written notice, Licensor may, at its option, upon five (5) days' notice in writing, terminate this Agreement and the terms hereof.

13. **Removal of LPR Equipment.** If this Agreement is terminated, Licensee shall remove the LPR Equipment and restore any area of the Licensed Premises or the Timber Trails COA Property, which is disturbed by the removal of the LPR Equipment, within thirty (30) days of the effective date of such termination. If Licensee fails to remove the LPR Equipment within thirty (30) days of termination, the Licensor may remove the LPR Equipment and charge the Licensee with the cost of such removal.

14. **Assignment.** The Licensee shall not assign, transfer, sublet or otherwise encumber this Agreement without Licensor's express prior written consent, and any such assignment without such consent shall be void.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous offers, proposals, agreements or discussions between the Parties relating to the subject matter hereof. This Agreement may not be modified or amended, nor may any obligation of either Party be changed or modified, except in writing signed by the duly authorized officers or agents of the Parties.

16. **Notice.** Except as otherwise agreed in writing by the Parties, any written notification to be given under this Agreement shall be effective only if it is in writing and: (i) delivered by hand (with a signed receipt); (ii) sent postage prepaid, certified mail, return receipt requested; (iii) sent by a nationally recognized courier service providing for overnight delivery, provided the sender shall obtain a written receipt; or (iv) sent by facsimile with a confirming hard copy by regular mail.

Notice to the Licensee shall be made to:

Director of Law Enforcement Services
Western Springs Police Department
740 Hillgrove Avenue
Western Springs, Illinois 60558

Notice to the Licensor shall be given to:

Timber Trails of Western Springs Community Association
c/o Shifrin Legal
2335 South Michigan Avenue, Floor Two
Chicago, Illinois 60616-2104

17. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

18. **Authorization.** The undersigned signatories for the Licensor and the Licensee represent and warrant that they each have full and complete authority to execute this Agreement on behalf of the respective Party on whose behalf each has signed this Agreement. This representation and warranty is made for the purpose of inducing the Parties to execute this Agreement.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party which is not contained in this Agreement, shall be binding or valid. Any and all previous agreements and understandings between and among the Parties, whether written or oral, are superseded by this Agreement.

20. **Waiver; Breach.** No failure by the Licensee or the Licensor to insist upon the strict performance under this Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach or of such covenants, terms or conditions shall constitute a waiver of such performance. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

21. **No Third Party Beneficiaries.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below, and the date of the last signatory below shall be inserted on Page 1 of this Agreement, as the Effective Date of this Agreement.

**VILLAGE OF WESTERN SPRINGS,
as Licensee**

By: _____

Name: _____

Title: _____

Date: _____

**TIMBER TRAILS OF WESTERN SPRINGS
COMMUNITY ASSOCIATION, as Licensor**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

**Site Map
for the License Plate Reader Video Camera Equipment and Support Pole
Location Within the Licensed Property**

(attached)



Proclamation

Village of Riverside 150th Anniversary

- Whereas, The Village of Western Springs and the Village of Riverside work together often, are partners in the West Central Cable Agency and are both members of the West Central Municipal Conference.
- Whereas, the Village of Riverside was incorporated in 1875 and is celebrating its Sesquicentennial Anniversary this year.
- Whereas, the Village of Riverside was designed by Calvert Vaux and Frederik Law Olmsted as the first planned community to offer open spaces and parkland as an attractive alternative to the cities of the day.
- Whereas, the Village of Riverside has maintained the original vision for a village that values humanity, nature and a sense of community through innovation and thoughtfulness.
- Whereas, the Village of Riverside is uniquely designed around the winding Des Plaines River, offering curvilinear streets, triangular parks and treasured natural landscape that amble throughout the Village.
- Whereas, the Riverside Historic District is home to stunning architecture including the Riverside Water Tower and many historic structures designed by famed architects, including Frank Lloyd Wright.
- Whereas, a significant portion of the Village of Riverside has been declared a National Historic Landmark.
- Whereas, the Village of Western Springs is proud to recognize, celebrate, and congratulate the Village of Riverside Village President, Board of Trustees, and residents on their Sesquicentennial Anniversary.

Village President Heidi Rudolph

ATTEST:

Village Clerk Edward Tymick



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 12.B.

To: Board of Trustees

From: Ellen Baer, Village Manager

CC: Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk

RE: DuPage Mayors and Managers Conference 2025 Legislative Action Program and Resolution

Motion to approve the Resolution.

Second to the Motion.

Roll call vote

Recommendation

The General Government Committee reviewed this item at their meeting on January 9, 2025 and recommended the approval the 2025 DuPage Mayors and Managers Legislative Action Program.

Summary

The Village of Western Springs is an Associate member of the DuPage Mayors and Manager Conference (DMMC) while still maintaining full membership in the West Central Municipal Conference (WCMC). Each year the councils of government prepare legislative priorities to guide lobbying efforts and communication with the legislators representing our area. Members of the DuPage Mayors and Managers Conference were asked to consider a Village Board approved Resolution endorsing the 2025 Legislative Program. The 2025 Legislative Program is attached and the DMMC Legislative Dinner will be held on January 15, 2025.

The WCMC will be finalizing the Conference legislative priorities in the coming weeks in anticipation of the Legislative Breakfast held on February 8, 2025.

Financial Impact

Legislative action has direct impact on current and future revenue and expenditures of local governments.

Recommended Motion

I move to approve the 2025 Legislative Program as presented by the DuPage Mayors and Managers Conference.

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: January 13, 2025

AGENDA ITEM 13.A.

To: Board of Trustees

From:

CC:

RE: Resolution No. 24-2864

A resolution authorizing the approval and execution of a cloud services agreement between the Village of Western Springs and Brightly Software, Inc. for a Government Cloud-Based License, subscription and use of Asset Essentials Enterprise to allow the Village to operate its work order management, asset management, fleet and safety programs. (Contract Term 36 Months)

Motion to approve the Resolution.

Second to the Motion.

Roll call vote.

Recommendation

Summary

Financial Impact

Recommended Motion

Strategic Plan Alignment

File Attachments

None