



AGENDA

BOARD OF TRUSTEES

Regular Meeting: March 24, 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. Public Comment

5. Approval of Meeting Minutes

A. February 24, 2025 and March 10, 2025 Meeting Minutes

6. General Government Committee Report (Trustee Tyrrell)

A. [Previously discussed] Proposed Ordinance Approving the Creation of a Class "J" Liquor License and Temporary Use Permit for Issuance to the Western Springs Business Association (Omnibus Item)

B. [Previously discussed] An Ordinance Approving the Personnel Policy & Procedures Manual Update (Omnibus Item)

C. [Previously discussed] An Ordinance Amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code. (Omnibus Item)

D. Amendment to Consulting Services with MGT Impact Solutions, LLC

E. [Previously discussed] A Resolution to approve the Illinois Public Works Mutual Aid Network Intergovernmental Agreement (Omnibus Item)

7. Finance Committee Report (Trustee Chen)

A. An Ordinance Approving a Budget Amendment for the 2025 Street Sweeping and Disposal Services Contract (New Business)

B. Beary Landscaping Proposal - Seat Wall and Hardscape at Burlington Avenue and Grand Avenue

8. Planning and Zoning Committee Report (Trustee Nawrocki)

- A. [Previously discussed] An Ordinance Amending Title 9 (Building Regulations) Chapter 10 (Signs) of the Western Springs Municipal Code Relative to Political Signs (Omnibus Item)

9. Public Works & Water Committee Report (Trustee Fink)

- A. [Previously Discussed] State of IL CY25-26 Rock Salt Joint Participation Agreement Certificate of Authority by Vote and Joint Purchase Master Contract (Omnibus Item)
- B. [Previously Discussed] A Resolution Authorizing the Approval and Execution of an Agreement with Murphy Construction for the 2025 Public Sidewalk Replacement Project (Omnibus Item)
- C. [Previously Discussed] A Resolution Waiving the Competitive Bid Process and Authorizing the Executing of a Contract with Hawkins Chemical (Omnibus Item)
- D. [Previously Discussed] A Resolution Authorizing the Execution of a Professional Services Agreement with Christopher B. Burke Engineering Ltd. for construction observation of the Springdale Drainage Improvements Project. (Omnibus Item)
- E. [Previously discussed] A Resolution Approving a Vendor Contract with Lakeshore Recycling Systems, LLC for Street Sweeping and Disposal Services for CY2025 (To be considered under New Business after related Budget Amendment)

10. Properties & Recreation Committee Report (Trustee Avakian)

- A. [Previously discussed] Arbor Day Proclamation for Friday, April 25, 2025 (Omnibus Item)

11. Public Health & Safety Committee Report (Trustee Lewis)

- A. [Previously discussed] An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 6 (Bicycles) of the Village of Western Springs Municipal Code (Omnibus Item)
- B. [Previously discussed] An Ordinance Amending Parking Restrictions - 15-Minute Parking Spaces at 740 Hillgrove Ave (Village Hall) and 4479 Lawn Ave (Post Office) and the addition of a 30-Minute Parking Space adjacent to 901 Burlington Ave (BMO Harris), 825 Burlington Ave (Kirschbaum's Bakery) and 835 Burlington Ave (Village Hardware) (Omnibus Item)
- C. [Previously discussed] An Ordinance Amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code (Omnibus Item)

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

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

have it discussed and voted on separately, prior to the omnibus vote. Is there any such request?

14. Consideration of an Omnibus Vote

A. A motion to approve the President and Board of Trustees February 24, 2025 and March 10, 2025 meeting minutes as read.

B. A motion to approve the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the solicitation for the CY2025-CY2026 Joint Purchase Master Contract(s) for Rock Salt.

C. Arbor Day Proclamation

I move to proclaim April 25, 2025 as Arbor Day in the Village of Western Springs and urge all citizens to support efforts to care for our trees and woodlands and to support our community's forestry program.

D. Ordinance No. 25-3249

An Ordinance approving the creation of a Class "J" (Special Events on Village Owned Property; Beer and Wine Only) liquor license for issuance to the Western Springs Business Association for the 2025 special events to be conducted on the Village Tower Green area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street and approving the related temporary use permit and license and indemnification agreement for the special events (Gathering on the Green: Friday, June 27, 2025; Jammin' in July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025; and Winter Wonderland: Saturday, December 6, 2025).

E. Ordinance No. 25-3250

An Ordinance approving and authorizing an updated Village of Western Springs Personnel Policy and Procedures Manual.

F. Ordinance No. 25-3251

An Ordinance amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-8 (Contracts) of the Western Springs Municipal Code relative to the authority of the Village Manager to execute contracts.

G. Resolution No. 25-2889

A Resolution approving and authorizing the execution of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.

H. Ordinance No. 25-3253

An Ordinance amending Title 9 (Building Regulations), Chapter 10 (Signs), Subsections 9-10-3(m) and 9-10-3(p) (Applicability; Exceptions); Subsection 9-10-6(c) (Location: Rights-of-Way and Parkways); Subsection 9-10-7(b) (General Restrictions: Political Signs); Subsection 9-10-9(G) (Signs Permitted in Residential Districts); and Subsection 9-10-10(C)(3) (Signs Permitted in Commercial Districts) of the Western Springs Municipal Code regarding political signs.

I. Resolution No. 25-2890

A Resolution accepting the lowest, qualified, and responsive bid and authorizing the approval and execution of the contract with Murphy Construction Services, LLC of Burr Ridge, Illinois, for the 2025 Sidewalk Replacement Program and authorizing the expenditure of Motor Fuel Tax funds in an amount not to exceed \$110,000.00.

J. Resolution No. 25-2891

A Resolution waiving the competitive bid process in lieu of solicitation of competitive proposals and authorizing the approval and execution of a vendor contract with Hawkins, Inc. Water Treatment Group of University Park, Illinois for the purchase and delivery of chemicals for the treatment of potable water, and authorizing the expenditure of Village funds in an amount not to exceed \$250,000 for such purchase.

K. Resolution No. 25-2892

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Christopher B. Burke Engineering, Ltd. for the performance of construction observation services related to the Springdale Drainage Improvements Project (not-to-exceed fee amount: \$579,865.00).

L. Ordinance No. 25-3254

An Ordinance amending Title 7 (Motor Vehicles and Traffic), Chapter 6 (Bicycles) of the Western Springs Municipal Code relative to low-speed electric bicycles, low-speed electric scooters, and other personal mobility devices.

M. Ordinance No. 25-3255

An Ordinance amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code relative to time-restricted parking at the Post Office, Village Hall, and on Burlington Avenue in downtown Western Springs.

N. Ordinance No. 25-3256

An Ordinance amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code relative to removing parking restrictions on the south side of Chestnut Street between Central Avenue and Grove Avenue in front of the former Masonic Lodge located at 1215 Chestnut Street, Western Springs, Illinois.

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

16. New Business

Ordinance No. 3252

An Ordinance approving an amendment to the fiscal year 2025 operating budget to pay for street sweeping and disposal services in an amount not to exceed \$11,885.04.

Motion to approve.

Second to the motion.

Roll call vote.

Resolution No. 2893

A Resolution accepting the low cost bid and authorizing the approval and execution of a vendor contract for goods, supplies and services dated February 20, 2025 to be entered into with the lowest cost, qualified and responsive bidder Lakeshore Recycling Systems, LLC for the performance of street sweeping and disposal services, and authorizing the expenditure of funds in an amount not to exceed

\$66,945.04.

Motion to approve.

Second to the motion.

Roll call vote.

17. Old Business

18. Reports

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

19. Closed Meeting (if needed)

20. Adjournment

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

Village of Western Springs
President and Board of Trustees February 24, 2025
Meeting Minutes

President Heidi Rudolph, Presiding

CALL TO ORDER:

The meeting opened at 7:01 p.m.

Village Clerk, Edward Tymick

BOARD MEMBERS PRESENT:

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Phil Nawrocki, Trustee

James Tyrrell, Trustee

Michael T. Jurusik, Village Attorney

Anne M. Skrodzki, Village Attorney

STAFF PRESENT:

Ellen Baer, Village Manager

SWEARING IN OF DEPUTY DIRECTOR OF FIRE AND EMERGENCY MEDICAL SERVICES JON CARLSON

Manager Baer invited Chief Scott to introduce the new Deputy Director of Fire and Emergency Medical Services, Jon Carlson. Director Scott introduced Jon Carlson, who was then sworn in by Clerk Tymick.

PUBLIC COMMENT

None.

APPROVAL OF MEETING MINUTES

President Rudolph asked the Board if there were any changes or additions of the meeting minutes from the February 10, 2025 Board of Trustees meeting. There were none and President Rudolph stated the minutes will be on tonight's Omnibus for approval.

GENERAL GOVERNMENT COMMITTEE REPORT (TRUSTEE TYRRELL)

No report.

FINANCE COMMITTEE REPORT (TRUSTEE CHEN)

Trustee Chen discussed ordinance amending a previously approved ordinance authorizing the issuance of alternate revenue bonds passed in March 2024. This ordinance amends the language offering clarification of the intended revenue source. Trustee Chen introduced Director Mastandona who stated that the stormwater utility funds was the intended revenue source however, the previously approved ordinance commingles the water and sewer system separate from the stormwater system. The amended ordinance clarifies the revenue source as the stormwater utility fee. Director Mastandona also highlighted the difference in alternative revenue bonds and the general obligation bonds proposed on the upcoming referendum. The alternative revenue bonds is for the stormwater specific projects and has no impact on property taxes. Director Mastandona stated that the Alternative Revenue bonds are not enough to fund water mains, sanitary sewer and sidewalks.

PLANNING AND ZONING COMMITTEE REPORT (TRUSTEE NAWROCKI)

Trustee Nawrocki reported that the Official Zoning Map was previously discussed on tonight's omnibus.

Trustee Nawrocki reported that the Timber Trails sidewalk and public utility easements were previously discussed and are on tonight's Omnibus.

Trustee Nawrocki reported that the French Market - Sixth Addendum to the Market License Agreement between the Village of Western Springs and Bensidoun USA, Inc. was previously discussed and is on tonight's Omnibus.

PUBLIC WORKS & WATER COMMITTEE REPORT (TRUSTEE FINK)

Trustee Fink reported that 2025 IDOT Motor Fuel Tax Authorization for Maintenance Items and Lead Service Line Replacement - Phase 2 Funding Nomination Form are both on tonight's Omnibus.

PROPERTIES & RECREATION COMMITTEE REPORT (TRUSTEE AVAKIAN)

Trustee Avakian reported that the approval and authorization of an agreement with Air Comfort, LLC for Village Hall HVAC Controls and a Resolution and Local Public Agency Contract with NPN Flooring of Brookfield have been previously reported and are on tonight's Omnibus.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT (TRUSTEE LEWIS)

No report.

EXPLANATION OF OMNIBUS VOTING PROCEDURE

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

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 February 24, 2025, 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

NEW BUSINESS

None.

OLD BUSINESS

Ordinance No. 25-3247

An Ordinance authorizing the issuance by the Village of Western Springs, Cook County, Illinois, of its General Obligation Bonds (Alternate Revenue Source) (said bonds being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the Village's stormwater utility fee) in an aggregate principal amount not to exceed \$9,500,000 for the purpose of paying the costs of improving the Village's stormwater system to alleviate flooding in the Village.

Trustee Chen made a motion to approve the Ordinance.

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

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

Voting Nay: None.

REPORTS

MONTHLY FINANCIAL REPORT (TRUSTEE CHEN)

Trustee Chen briefly mentioned the January 2025 Monthly Financial Report is in the packet for your review. Trustee Chen made a motion to accept the January 2025 monthly Financial Report as presented.

Trustee Lewis seconded to the Motion. Motion passed on a roll call vote.

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

Voting Nay: None.

VILLAGE PRESIDENT RUDOLPH

President Rudolph indicated that she attended the DMMC Mayors and Managers Conference, discussing shared issues going on in the community.

President Rudolph stated that she attended WCMC legislative breakfast with Trustee Nawrocki and that it was well attended by members of the local west suburban communities and they received a brief update on what is happening Springfield.

President Rudolph and Trustee Nawrocki and several members of the staff attended the Lyons Township Stormwater Management and Infrastructure Update and heard updates from Senator Casten, MWRD and IDOT. President Rudolph stated there were a lot of road construction projects coming up.

President Rudolph expressed her gratitude towards the Board members for the time and commitment.

C. Village Manager Baer

Manager Baer reported that there was a second infrastructure referendum open house on February 11, 2025 at the Thomas Ford Memorial Library and there will be another open house on March 13, 2025 at the Forest Hills school. Manager stated that the Village will

also be getting out to the senior center and the recreation center to reach more of the residents.

Manager Baer reported that the Government Finance Officers Association of the United States and Canada awarded the Certificate of Achievement for Excellence in financial reporting to Village of Western Springs for its Annual Comprehensive Report. The Certificate of Achievement is the highest form recognition in the area for governmental account and financial reports. Manager Baer stated this marks the 30th consecutive year the Village has received this award.

VILLAGE ATTORNEY JURUSIK

ADJOURNMENT

Trustee Tyrrell made a motion to adjourn seconded by Trustee Chen.

Motion passed on a roll call vote.

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

Voting Nay: None.

The meeting was adjourned at 7:27 p.m.

Respectfully submitted,

Deputy Village Clerk

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, March 10, 2025

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

Board Members Present:

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

Michael T. Jurusik, Village Attorney
Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
Sean Gilhooley, Director of Law Enforcement
Taylor Ficke, Sergeant
Heather Valone, Director of Community Development
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Daisy Chavez, Asst. to Village Manager
Jill Izzo, Deputy Village Clerk

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

None.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Tyrrell reported that the General Government Committee reviewed and recommends the updates made to the Personnel Policy & Procedures manual. Trustee Tyrrell stated that there were many changes since the manual was last updated in 2013. Trustee Tyrrell stated that the Village Manager's office worked with their labor attorney, Jill Leka on the updates. Trustee Tyrrell introduced Director Biernacki who stated changes included comprehensive updates to better meet the human resources best management practices. Director Biernacki indicated that the Village follows the Society for Human Resource Management (SHRM). Director Biernacki discussed updated definitions and many State and Federal law changes that also required updates to the manual.

Trustee Tyrrell discussed the proposed ordinance amending the Village Code as it pertains to the Village Manager's authority to execute contracts. Trustee Tyrrell reported that the General Government Committee reviewed and recommends that the Village Manager have additional authority to execute contracts on non-financial matters, provided that the Board of Trustees will review the approvals at their next opportunity. Attorney Jurusik stated that these proposed changes were not for your typical contracts but more for day-to-day operations when, for example, timing may be an issue.

Trustee Tyrrell reported that the Western Springs Business Association has submitted applications for WSBA special event liquor licenses and temporary use permits. Trustee Tyrrell stated that the General Government Committee reviewed and recommends approval of the licenses and permits requested.

Trustee Tyrrell reported that the Village of Western Springs is a part of the Illinois Public Works Mutual Aid Network (IPWMAN) where member communities provided disaster relief to public works agencies through the State. IPWMAN has made update to their agreement which provides for assistance in day-to-day operations and training opportunities for its members. Trustee Tyrrell reported the General Government Committee reviewed and recommended the execution of the new IPWMAN intergovernmental agreement.

FINANCE COMMITTEE REPORT

No report.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Nawrocki reported that the Planning and Zoning Committee reviewed and recommends a proposed ordinance amending the sign code as it pertains to the political signs. Trustee Nawrocki stated that the Western Springs Municipal Code regulations currently conflict with Illinois law. Trustee Nawrocki introduced Director Valone who stated that the Village Code amendments are not changing the definition or size of political signs. Director Valone stated that the code amendments remove the restrictions on residential properties for the number and duration of political signs and further, allows political signs on election day near polling places only in designated areas as defined by the election judge or poll watcher.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Fink reported that the Public Works and Water Committee reviewed and recommends the execution of the State of Illinois Rock Salt Joint Participation Agreement which allows the Village to participate in a joint purchase of rock salt for CY 2025 and 2026.

Trustee Fink reported that the Public Works and Water Committee reviewed and recommends Murphy Construction for an amount not to exceed \$110,000 for the 2025 public sidewalk, curb, and gutter replacement project.

Trustee Fink reported that the Public Works and Water Committee reviewed and recommends Lakeshore Recycling Service, Inc. (LRS) for street sweeping during CY 2025. The projected cost exceeds the budgeted amount as the scope has increased and the contract is recommended pending a budget approval.

Trustee Fink reported that the Public Works and Water Committee recommends waiving the bidding process and approving a contract with Hawkins Chemicals not to exceed \$250,000 for the water treatment plant.

Trustee Fink gave a water system update stating that Municipal Services will be working with McKim & Creed to perform leak detection along Hampton Avenue from Odgen Avenue to Hillgrove Avenue. Also, the plan for hydrant flushing is being finalized and postcards will be going out near the end of the month.

Trustee Fink gave an update on several infrastructure projects. Updates included the following: Springdale Stormwater project is out to bid; the Burlington Avenue resurfacing from Central Avenue to Wolf Road will be starting at the end of the month; the 2025 asphalt resurfacing will be out to bid in March; the Grand Avenue east sidewalks from 51st to 55th Street is going out to bid in March; the Hampton Avenue resurfacing from Odgen Avenue to Hillgrove Avenue will start after the school season ends; and the Ridgewood Drive stormwater improvement project is going out the bid this summer with construction planned to start this fall.

Trustee Fink reported on a pilot program for residents looking to update their lead service line earlier than their scheduled replacement and allowing for cost sharing with the Village. The cost share program will offer residents up to \$5,000 or 50% of the replacement cost, whichever comes first. The Village has budgeted \$50,000 for the program.

Trustee Fink reported that the Public Works and Water Committee recommends Christopher B. Burke Engineering Ltd. for Phase III engineering of the Springdale stormwater improvements project for an amount not to exceed \$579,065

Trustee Fink reported that Cook County Department of Transportation and Highways (CCDOTH) was looking for feedback from the Village on a proposed crosswalk with a rapid flashing beacon at Burr Oak Drive and Plainfield Road. The Timber Trails HOA wanted a stop light, however, due to traffic patterns Cook County indicated this was not recommended. Director Koza stated that the CCDOTH would like to know if the Village had any strong objection to looking into the installing the rapid flashing beacon and to be responsible for funding the maintenance of the beacon. The Board did not express any objections.

Trustee Fink also reported that the Cook County Department of Transportation and Highways is seeking the Village recommendation as to what pedestrian accommodations should be provided on Plainfield Road within the Village's boundaries of the Plainfield Road corridor. The specific area CCDOTH is asking about is the northern half of Plainfield Road between I-294 and Wolf Road. Generally, CCDOTH's current policy for pedestrian accommodations is to provide at a minimum a 5-foot-wide sidewalk on each side of the street for a newly reconstructed roadway. There is an existing asphalt path that runs along the southern edge of the Timber Trails subdivision. This path runs parallel to and immediately adjacent to Plainfield Road right of way. The CCDOTH developed two alternatives for consideration. Director Koza expanded on the alternative path suggestions.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Avakian reported that a proposed Proclamation declaring Friday, April 25, 2025 as Arbor Day is in tonight's packet and recommended by the Properties and Recreation Committee.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Lewis reported that the Public Health and Safety Committee reviewed and recommends a proposed ordinance amending the Village Code to add restrictions on e-bikes, electric scooters and other mobility devices. Trustee Fink stated that local businesses were worried about the safety of pedestrians in the business district. Director

Gilhooley introduced Sergeant Taylor Ficke who gave a more detailed description of what would be covered by the ordinance. Sergeant Ficke also reported that the Municipal Services Department is providing sticker signage for downtown sidewalk corners indicating that cyclists should “walk your wheels” in the areas where operation of these devices are prohibited.

Trustee Lewis reported that the Public Health and Safety Committee reviewed and recommends a proposed ordinance amending parking restrictions at Village Hall and the Post Office to allow parking for 15 minutes only on Monday – Friday during the hours of 8:30 a.m. – 5:00 p.m. Also, an addition of three 30-minute parking spaces adjacent to BMO, Kirschbaum's Bakery, and Village Hardware. Trustee Fink mentioned that after the Burlington Avenue resurfacing project is completed a handicap parking space will be added in front of Oberweis.

Trustee Lewis reported that the Public Health and Safety Committee reviewed and recommends an ordinance amending the Village Code to remove the parking restrictions on the southside of Chestnut Street outside the former Masonic Lodge. The restriction is no longer need as the lodge is being demolished and a single-family home is being constructed.

NEW BUSINESS

No report.

OLD BUSINESS

No report.

REPORTS

Monthly Financial Report (Trustee Chen)

No report.

Village President Rudolph

President Rudolph discussed the Special Edition Tower Topics which has information intended to help residents make a decision on the referendum. President Rudolph reminded residents to visit the referendum page on the Village website. President Rudolph also reminded residents that a referendum open house will be held Thursday, March 13 at Forest Hills school and to remember the election is April 1, 2025 and to check the website for early voting information.

Village Manager Baer

Manager Baer reported that we are currently resuming the parkway tree replace program and the information can be found on the Village website. The website has information related to the opportunity for residents to request a tree at a discounted rate and see the species of tree available.

Village Attorney Jurusik

No report.

ADJOURN TO CLOSED MEETING

Trustee Tyrrell made a motion to adjourn to closed meeting for the purpose and discussion of ending litigation pursuant to (5 ILCS 120/2(c)(11)); and probable and imminent litigation pursuant to (5 ILCS 120/2(c)(11)), seconded by Trustee Nawrocki. Motion passed on a roll call vote.

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

Voting Nay: None.

The regular meeting of the President and Board of Trustees was adjourned to closed meeting at 7:51 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 6.A.

To: Board of Trustees

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: [Previously discussed] Proposed Ordinance Approving the Creation of a Class "J" Liquor License and Temporary Use Permit for Issuance to the Western Springs Business Association (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on March 6, 2025 and recommended the approval of WSBA's application for their 2025 special events. The Village Board of Trustees reviewed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

The Western Springs Business Association (WSBA) has submitted their 2025 request(s) for a temporary use permit (TUP) and special event liquor license - Class "J" for beer and wine sales at the Village Tower Green and portions of the adjacent street right-of-ways on Hillgrove Avenue, Lawn Avenue, Grand Avenue, and Walnut Street.

A request letter dated January 9, 2025 has been submitted by Jeff Dulla, President of WSBA discussing the events and the pertinent details related to the events (Attachment1). More specifically, the three (3) special events that are planned in 2024 include the following:

- Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm
- Jammin' in July: Wednesdays, July 9th, 16th, 23th and 30th from 5:00 pm to 9:00 pm
- Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and 7th from Noon to 5pm. (Alcohol sales on December 6th only)

Alcohol will be sold at all of the above-mentioned events with the exception of Winter Wonderland in November/December whereby alcohol will only be offered only on December 6th. Based upon their past successes and extraordinary team of volunteers, WSBA has proven over the years that they are capable of managing summer concerts. Staff also believes that the additional special events above align with the Village Board's strategic goal of having more public events within the Downtown to create an activity center and attract customers to

Downtown businesses. Please also note that WSBA will not be conducting Fall Fest this year and is working again with the Western Springs Park District on a fall event at Spring Rock Park.

Coordination meetings with applicable Village departments will be conducted prior to each above-mentioned event to discuss the event logistics and details. At those meetings, topics usually include emergency services, parking, traffic management, alcohol sales and controls, hours of operation, food vendors, etc.

The General Government Committee reviewed the request and draft ordinance at their meeting on March 6, 2025 and recommended to advance the item for review and discussion by the Village Board. The Village Board of Trustees reviewed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Attachments

1. Ordinance- An Ordinance Approving the Creation of a Class “J” (Special Events On Village Owned Property; Beer And Wine Only) Liquor License For Issuance to the Western Springs Business Association for the 2024 Gathering On the Green, Jammin’ In July and Winter Wonderland Special Events to be Conducted on the Village Tower Green Area and Portions of the Adjacent Rights-Of-Way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (Gathering On The Green: Friday, June 27, 2025; Jammin’ In July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 And Wednesday, July 30, 2025; And Winter Wonderland: Saturday, December 6, 2025).

Financial Impact

None.

Recommended Motion

I move to approve an Ordinance approving the creation of a Class “J” (Special Events On Village Owned Property; Beer And Wine Only) Liquor License For Issuance to the Western Springs Business Association for the 2024 Gathering On the Green, Jammin’ In July and Winter Wonderland Special Events to be Conducted on the Village Tower Green Area and Portions of the Adjacent Rights-Of-Way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (Gathering On The Green: Friday, June 27, 2025; Jammin’ In July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 And Wednesday, July 30, 2025; And Winter Wonderland: Saturday, December 6, 2025).

Strategic Plan Alignment

Economic Development.

File Attachments

1. Ordinance

ORDINANCE NO. 25-_____

VOTE: _____.

AYES: _____.

NAYS: _____.

ABSENT: _____.

ABSTAIN: _____.

DATE: March 24, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE CREATION OF A CLASS “J” (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2025 SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 27, 2025; Jammin’ in July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025; and Winter Wonderland: Saturday, December 6, 2025).

WHEREAS, the Western Springs Business Association (the “Applicant” or “WSBA”) filed a liquor license application with the Village Clerk for a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the 2025 Gathering on the Green, Jammin’ in July and Winter Wonderland Special Events (“Special Events”) to be conducted on the Village Tower Green Area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the “Village ROW”), along with the required site plan (a diagram that shows the overall Special Event area and proposes the size, internal set up and location of alcoholic beverage tents and the alcoholic beverage sales/consumption area to be operated during the multiple special events as part of its application) (the “Special Event Site Plan”), application fees and license fees (collectively, the “Application”). WSBA desires approval of a Class “J” (Special Events On Village-Owned Property; Beer and Wine Only) Liquor License for itself to sell liquor at retail for consumption purposes or to contract with a business that holds a current Village liquor license for the retail sale and consumption of liquor during the Special Events on the following dates and for the following hours: Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025; Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025, and Wednesday, July 30, 2025; and Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, December 6, 2025 (collectively, the “Special Event Dates”); and

WHEREAS, prior to the Special Events, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events. Any such restaurants or alcohol distributor must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the General Government Committee (“Committee”) held a public meeting on March 6, 2025 in regard to the Application and considered the Application, received input from Village staff, and provided an opportunity for public input, and favorably recommended the issuance of a Class “J” (Special

Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events On Village Owned Property; Beer And Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events; and

WHEREAS, at public meetings on March 10, 2025 and March 24, 2025, the Village Board of Trustees considered the Application and the recommendation of the Committee with regard to the issuance of a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events, and provided the public an opportunity to be heard with respect to the same, and at its March 24, 2025 meeting accepted the Committee’s recommendation for the approval and issuance of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License; and

WHEREAS, the Village of Western Springs is the owner of the Village Tower Green Area and the adjacent Village Right-of-Way (“ROW”), where the proposed outdoor alcoholic beverage tents and outdoor alcoholic beverage sales/consumption area will be operated during the Special Events (the “Outdoor Licensed Premises”); and

WHEREAS, the Village Board finds that the Applicant is eligible to receive a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale, service, and outdoor possession and consumption of beer and wine at the Special Events.

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

SECTION 1. Approval of Creation of Liquor License for Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(J) (Class “J” License - Special Events On Village Owned Property; Beer and Wine Only) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “J” Liquor License for issuance by the Local Liquor Control Commissioner to the Applicant for the purpose of allowing the Applicant to sell at retail and serve beer and wine for outdoor possession and consumption within the Outdoor Licensed Premises on the Special Event Dates and during the hours set forth above on Page 1 or such other alternate dates and alternate hours during calendar year 2025, as determined by the Local Liquor Control Commissioner, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

The President and Board of Trustees of the Village of Western Springs further authorize and approve the Applicant selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

SECTION 2. Authorization of Issuance of Liquor License to Applicant; Conditions of the Liquor License. The Local Liquor Control Commissioner shall not issue the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant under this Ordinance until the following conditions are satisfied:

- A. The Applicant and the Co-Liquor License Holders shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Events that covers the retail sale and service of beer and wine by the Applicant and the Co-Liquor License Holders.
- B. The representatives of the Applicant and the Co-Liquor License Holders agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner’s request, to discuss the retail sale, service and consumption of beer and wine in conjunction with the Special Events and shall provide the Commissioner with information relative to its operation upon request.
- C. The President and Board of Trustees approve the following regulations relating to the Special Events, including amendments to the Special Event Site Plan:
 - (1) Special Event Site Plan. The Special Event Site Plan, attached hereto as part of **Group Exhibit “A”**, contains a diagram of the overall Special Event area and the size, internal set up and location of the alcoholic beverage tents or the individual retail sales/tasting booths and the alcoholic beverage sales/consumption area to be operated during the Special Events, and is approved by the Village Board, SUBJECT TO THE FOLLOWING CONDITIONS: all of the other conditions and regulations, including signage, set forth in this Ordinance. The Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations and conditions.
 - (2) Notice of Special Event. **On or before fifteen (15) days prior to each Special Event**, the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the date and hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises. If it is necessary to conduct the Special Event on an alternate date or alternate hours, the Local Liquor Control Commissioner will select the alternate date or alternate hours, and then the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the alternate date(s) and alternate hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the Special Events.
 - (3) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village’s Liquor Control Ordinance, physically present at the Outdoor Licensed Premises at all times that beer and wine are being sold or served or consumed.
 - (4) Hours of Sale/Consumption. All sales and service of beer and wine shall be limited to the Outdoor Licensed Premises in accordance with the Village’s Liquor Control Ordinance, including the Class “J” (Special Events On Village Owned Property; Beer and

Wine Only) Liquor License regulations, except as otherwise provided for in this Ordinance or as authorized by the Local Liquor Control Commissioner. The last call for sales and service of beer and wine shall be thirty (30) minutes prior to the end of the Hours of Operation for the 2025 WSBA Special Events as set forth above on Page 1.

- (5) BASSET/TIPS Training. Beer and wine shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve beer and wine only to patrons who are twenty-one (21) years old or older and who are located within the Outdoor Licensed Premises.
- (6) Signs. The Applicant shall provide and post appropriate information and warning signs relating to alcoholic liquor sales and consumption at the Special Events consistent with the regulations in this Ordinance and the proposed signage included within the Application (**Group Exhibit "A"**). Additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner shall be posted prior to and during the Special Events.
- (7) Set-Up; Take-Down; Bathrooms. The hours of closure of the portions of the Village ROW associated with the Special Events for purposes of set-up and take-down activities shall be three (3) hours prior to the starting time of the Special Events and one (1) hour after the closing time of the Special Events, on the day of the Special Events, except for the stage removal which shall be removed prior to 11:00 A.M. the next day following the Special Events, or as allowed by the Village Manager. The Applicant, at its cost, shall provide set-up and take-down, and remove tables, chairs, a stage, additional waste refuse containers and at least three (3) portable bathrooms within the Outdoor Licensed Premises.
- (8) Protective Fencing; Barriers. The Applicant, at its cost, shall comply with the Village staff recommendations and the Barricade Map relative to the installation of a fence or exterior barrier for the Outdoor Licensed Premises, to protect against a motor vehicle accidentally entering into the Outdoor Licensed Premises. The Applicant, at its cost, shall comply with any other requirements or directions issued by the Village Manager relative to the installation of additional fences or exterior barriers for the Outdoor Licensed Premises to protect the public safety and to prevent the public from using the stairs adjacent to the north railroad pedestrian platform for purposes of either accessing or exiting the Special Events. The Barricade Map is attached hereto as part of **Group Exhibit "A"** and made a part hereof.
- (9) Safety Regulations. The Applicant, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Outdoor Licensed Premises that are required by the Local Liquor Control Commissioner or the Village Manager from time to time for the Special Events. The above-written direction of the Local Liquor Control Commissioner or the Village Manager and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
- (10) Electricity; Lighting. If the Applicant desires to install temporary electric lighting for the Outdoor Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. If the Applicant desires to use a

Village electrical source, the cost of the electricity shall be the responsibility of the Applicant. The Applicant, at its cost, shall be allowed to locate and operate small power generators in the Outdoor Licensed Premises to supply electrical power to the Special Events.

- (11) Water. If the Applicant desires to use water for the Outdoor Licensed Premises from a Village hydrant, the Village will provide a water meter and the Applicant shall be responsible for the cost of all water used.
- (12) Noise. The noise from the operation of and patrons of the Outdoor Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners.
- (13) Music. Live music is allowed in the Outdoor Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (14) Additional Regulations. The Corporate Authorities of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant and the Co-Liquor License Holders relative to its retail sale and service of alcoholic liquor any time prior to or during the Special Events.
- (15) Compliance with Regulations. The Applicant and all of its employees or agents, and the Co-Liquor License Holders and all of their employees, who serve or sell beer and wine at the Special Events shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "J" (Special Event On Village Owned Property; Beer and Wine Only) Liquor License set forth at Section 4-1-9(J), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- (16) Security - Outdoor Alcoholic Beverage Sales/Consumption Area. The dedicated alcoholic beverage sales/consumption area shall have designated entrance and exit points for the public. During the hours of alcohol sales, an adult (who has completed BASSET/TIPS Training) employed by or working at the direction of the Applicant and the Co-Liquor License Holders shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color-coded wristbands to the people entering the Outdoor Licensed Premises. Color-coded wristbands shall be provided to each person and worn by all persons who enter the Outdoor Licensed Premises and shall be used to designate minors and adults who enter the alcoholic beverage sales/consumption area. Two (2) Western Springs Police Officers will patrol the Outdoor Licensed Premises during the Special Events. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the two (2) Western Springs Police Officers who will work the Special Events.
- (17) Reimbursement for Special Municipal Services. Beyond the two (2) Western Springs Police Officers, the Village reserves the right to charge the Applicant for special municipal services, such as police, fire, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Applicant fails to perform its

obligations under this Ordinance. Upon acceptance of the Class "J" Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (18) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit ("TUP") for the Applicant to conduct the Special Events as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit "B"** and made a part hereof.
- (19) License and Indemnification Agreement. The Applicant and the Co-Liquor License Holders shall execute a License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Operate A Beer And Wine Retail Sales Tent At Special Event prepared by the Village Attorney, obtain the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$1,000,000 coverage limits), and return the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Events. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents. A copy of the fully executed License and Indemnification Agreement is attached to this Ordinance as **Exhibit "C"** and made a part hereof.

SECTION 3. Repeal of Conflicting Legislation. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 4. Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance 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. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 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 on the 24th day of March, 2025.

Edward Tymick, Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR
A CLASS "J" SPECIAL EVENTS LIQUOR LICENSE**

I, the undersigned liquor license applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "J" Liquor License to the Western Springs Business Association, including each of the conditions set forth in Section 2 above. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Business Association for special municipal services, such as police, fire and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events, or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Western Springs Business Association fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "J" Liquor License, the Western Springs Business Association agrees to pay for such special municipal services provided by the Village of Western Springs which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Western Springs, and the Western Springs Business Association shall not object to the payment of such costs.

Western Springs Business Association / Liquor License Applicant

By: _____
Jeff Dulla, President or
Authorized WSBA Board Member

Date: _____, 2025

Group Exhibit "A"

**Liquor License Application,
which includes the Special Event Site Plans**

and

Barricade Maps

*Site plans from 2024 provided for reference. Site plans for 2025 events will be provided at
least 15 days in advance of the event for Village staff review and approval*

(attached)

January 9, 2025

Acting Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Acting Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 9th, 16th, 23rd and 30th From 5:00 pm to 9:00 pm

Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and December 7th from Noon to 5:00 pm. (Alcohol sales on December 6th only)

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2025 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2025 will be the 31st year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Families will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, a four-week concert series that has been a huge hit in the past three years. This is a week night opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024, however we are looking at adding some activities and some sort of food and drink options for 2025. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

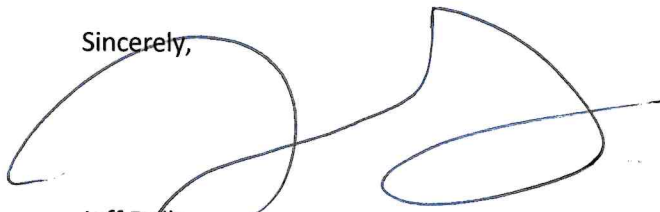
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2025 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'J' followed by a horizontal line and a loop.

Jeff Dulla
President

Western Springs Business Association

jdulla@uhloans.com

(312-)-520-0069

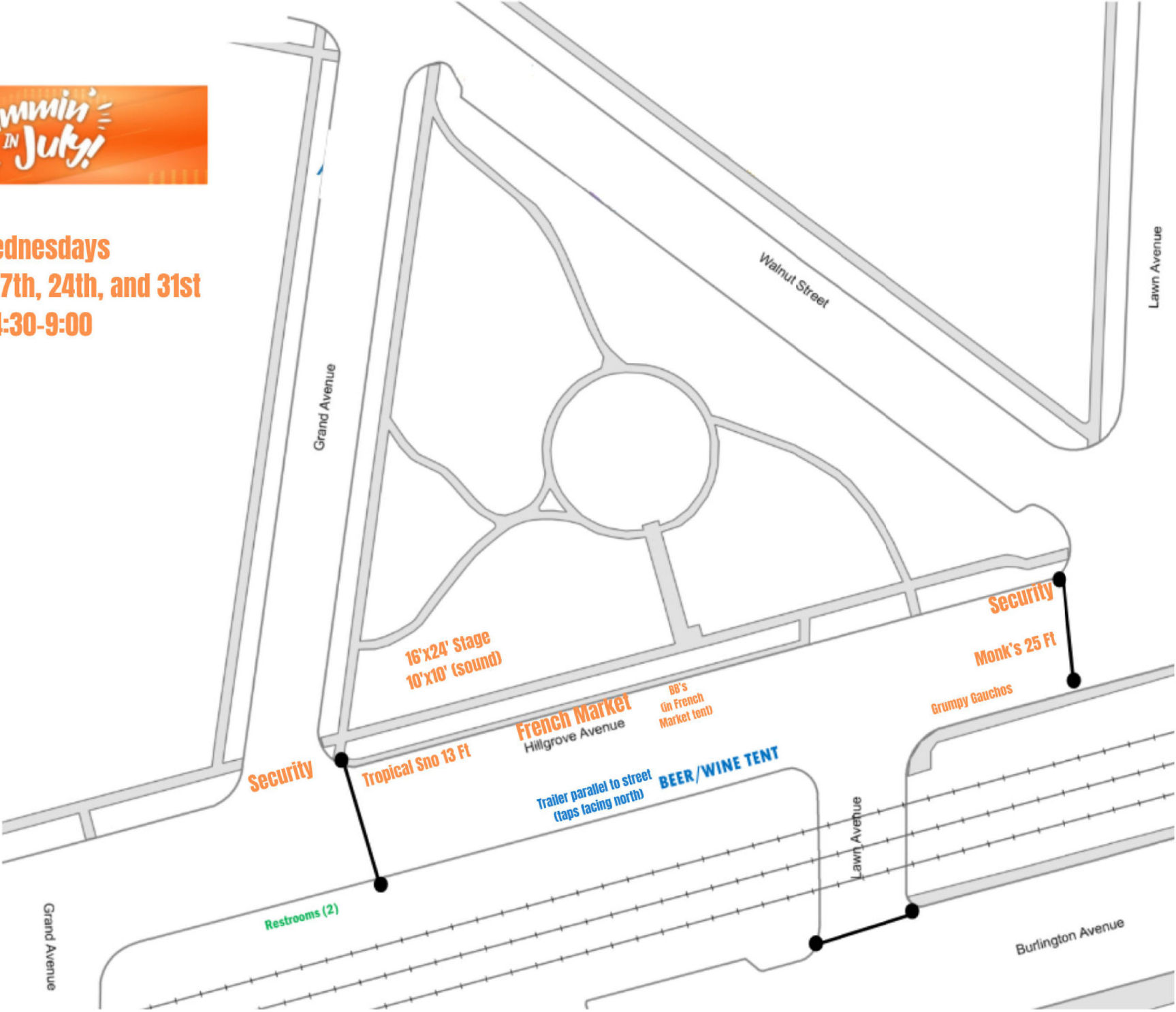
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm

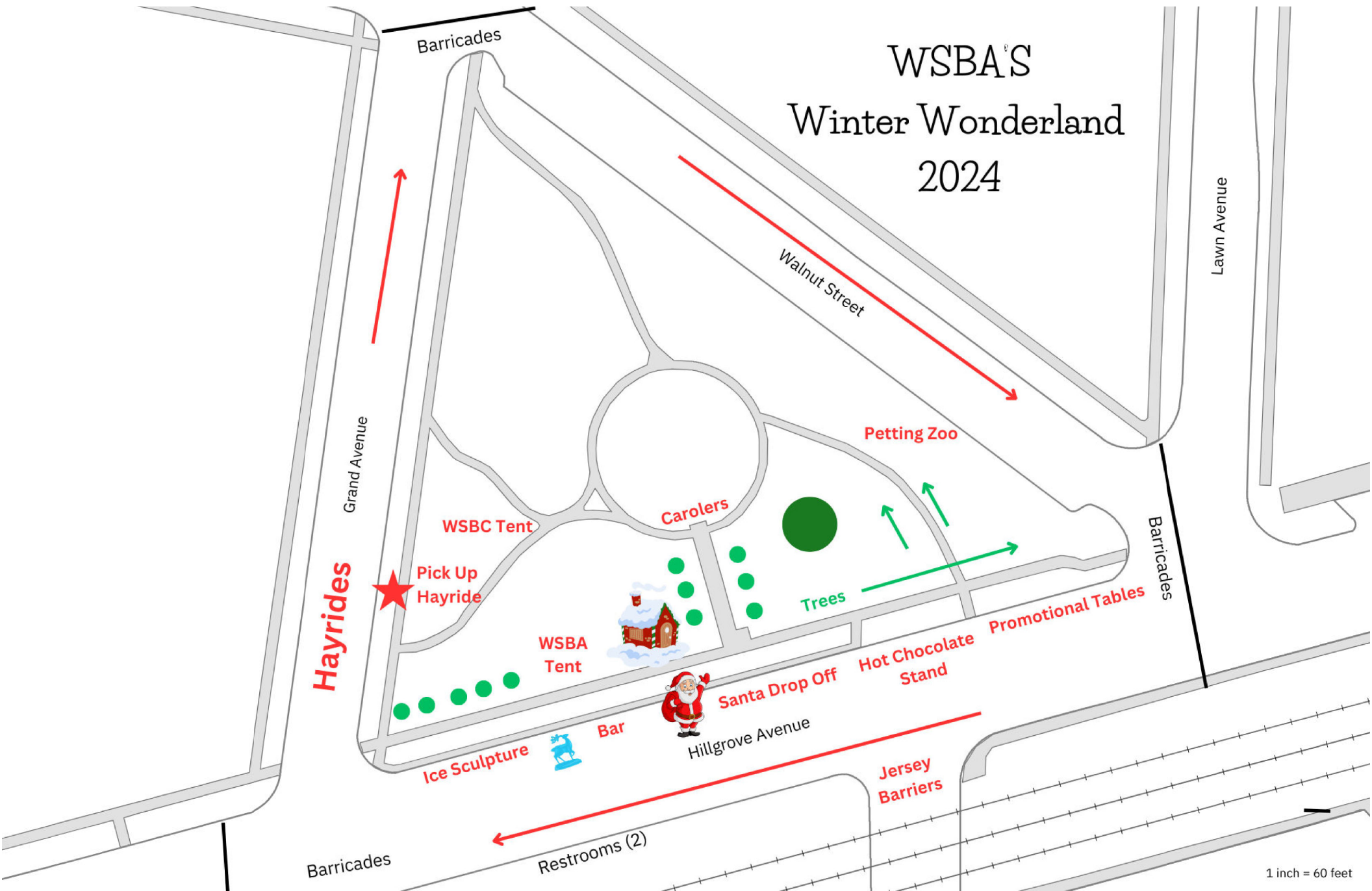




Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



1 inch = 60 feet

Exhibit “B”

Temporary Use Permit

(attached)

Exhibit “B” to
Class “J” (Special Events On Village Owned Property; Beer And Wine Only)
Liquor License Ordinance

VILLAGE OF WESTERN SPRINGS
Temporary Use Permit

Temporary Use Permit for:	2025 Western Springs Business Association Special Events, as follows: - Gathering on the Green – Friday, June 27, 2025 - Jammin’ in July – Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025 - Winter Wonderland – Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, 2025, and Sunday, December 7, 2025
Date of Village Board Approval:	March 24, 2025
Applicant/Permittee:	Western Springs Business Association
Location:	Village Tower Green Area, and Hillgrove Avenue Between Lawn Avenue and Grand Avenue, and Portions of Grand Avenue, Lawn Avenue and Walnut Street Adjacent to the Village Tower Green Area

At a Village of Western Springs Board Meeting held on March 24, 2025, the President and Board of Trustees of the Village of Western Springs (the “Village”) voted to approve and issue a Temporary Use Permit (“TUP”) to the Western Springs Business Association (the “WSBA”) to allow the WSBA to operate the following Special Events (collectively the “2025 WSBA Special Events”) to be held on the following dates, or such alternate dates and alternate hours, as approved by the Village President / Local Liquor Control Commissioner:

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025 **(Alcohol will be served as part of this Special Event).**
2. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025, and Wednesday, July 30, 2025 **(Alcohol will be served as part of this Special Event).**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, and Sunday, December 7, 2025 **(Alcohol will be served as part of this Special Event only on Saturday, December 6, 2025).**

SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Events

Location: The Permittee's Narrative dated January 9, 2025 and its Site Plans are approved by the Village under this TUP. The Narrative and its Site Plans are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittee shall locate, construct, maintain and operate the 2025 WSBA Special Events in accordance with the attached Narrative and Site Plans ("Outdoor Licensed Premises"), subject to the conditions set forth below.

Conditions:

1. **Co-Liquor License Holders:** The President and Board of Trustees authorize and approve the WSBA selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the 2025 WSBA Special Events that are authorized to sell and serve alcohol (collectively the "Co-Liquor License Holders"). Prior to the 2025 WSBA Special Events that are authorized to sell and serve alcohol, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.
2. **Compliance with Code Regulations:** The Permittee shall locate, construct, maintain and operate the 2025 WSBA Special Events in accordance with applicable laws and regulations, including the provisions of the Western Springs Municipal Code.
3. **Noise; Music:** The noise from the operation of and patrons of the 2025 WSBA Special Events shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.
4. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present at each of the 2025 WSBA Special Events during the hours of operation of the 2025 WSBA Special Events.

Other Conditions that Apply to the 2025 WSBA Special Events:

1. **Notice to Residents: At least fifteen (15) calendar days** prior to the 2025 WSBA Special Events, the Permittee shall provide written notice of the final Village-approved Site Plans and the hours of operation for the 2025 WSBA Special Events to the property owners who live immediately adjacent to or across from the Village Tower Green Area.

Notice shall be required on or before the following dates for the 2025 WSBA Special Events:

- A. Gathering on the Green: on or before June 7, 2025.
- B. Jammin' in July: on or before June 23, 2025.
- C. Winter Wonderland: on or before November 13, 2025.

If it is necessary to conduct the 2025 WSBA Special Events on alternate dates or alternate hours, the Village President / Local Liquor Control Commissioner will select the alternate dates or alternate hours and then the WSBA shall hand deliver written notice of the final Village-approved 2025 WSBA Special Events Site Plan and the alternate dates and alternate hours of operation for the 2025 WSBA Special Events to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the 2025 WSBA Special Events.

2. **License and Indemnification Agreement and Insurance:** Prior to the execution of this TUP, the Permittees shall each execute and return to the Village a License and Indemnification Agreement

on a Village-approved form and provide proof of insurance as required in the Agreement.

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plans may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Village-approved Site Plans that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.
4. **Reimbursement to Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2025 WSBA Special Events or to clean up and dispose of any debris, litter or waste caused by the 2025 WSBA Special Events, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2025 WSBA Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
5. **Liquor Sales and Consumption.** In conjunction with the WSBA, all Co-Liquor License Holders shall comply with the provisions of **Ordinance Number 25-_____**, which granted to WSBA a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale and outdoor consumption of beer and wine at the 2025 WSBA Special Events.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

WESTERN SPRINGS BUSINESS ASSOCIATION

By: _____
Heidi Rudolph
Village President

By: _____
Jeff Dulla
President / Authorized Agent

Date: _____, 2025

Date: _____, 2025

Date of Permit Issuance: _____, 2025

By: _____
Heather Valone
Director of Community Development

Group Exhibit "A"

**Western Springs Business Association Narrative
dated January 9, 2025**

and

Site Plans

(attached)

January 9, 2025

Acting Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Acting Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 9th, 16th, 23rd and 30th From 5:00 pm to 9:00 pm

Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and December 7th from Noon to 5:00 pm. (Alcohol sales on December 6th only)

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2025 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2025 will be the 31st year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Families will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, a four-week concert series that has been a huge hit in the past three years. This is a week night opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024, however we are looking at adding some activities and some sort of food and drink options for 2025. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

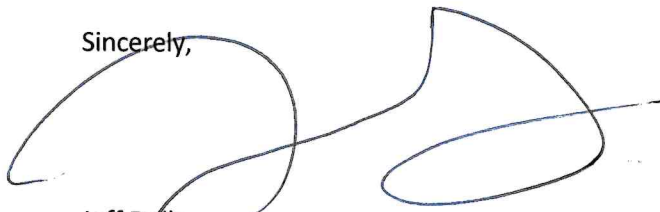
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2025 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Dulla', with a large, stylized loop and a horizontal line extending to the right.

Jeff Dulla
President

Western Springs Business Association

jdulla@uhloans.com

(312-)-520-0069

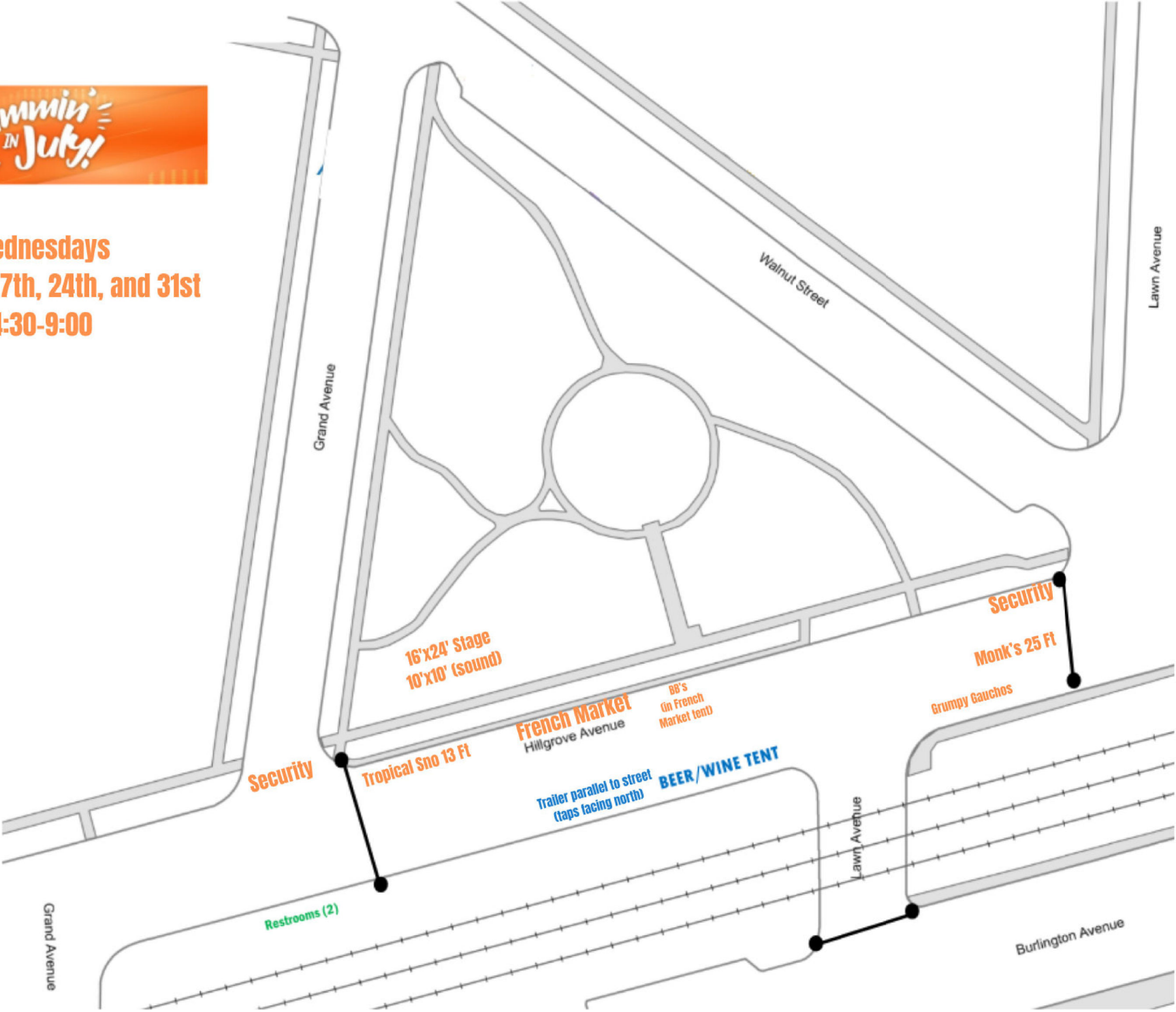
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm

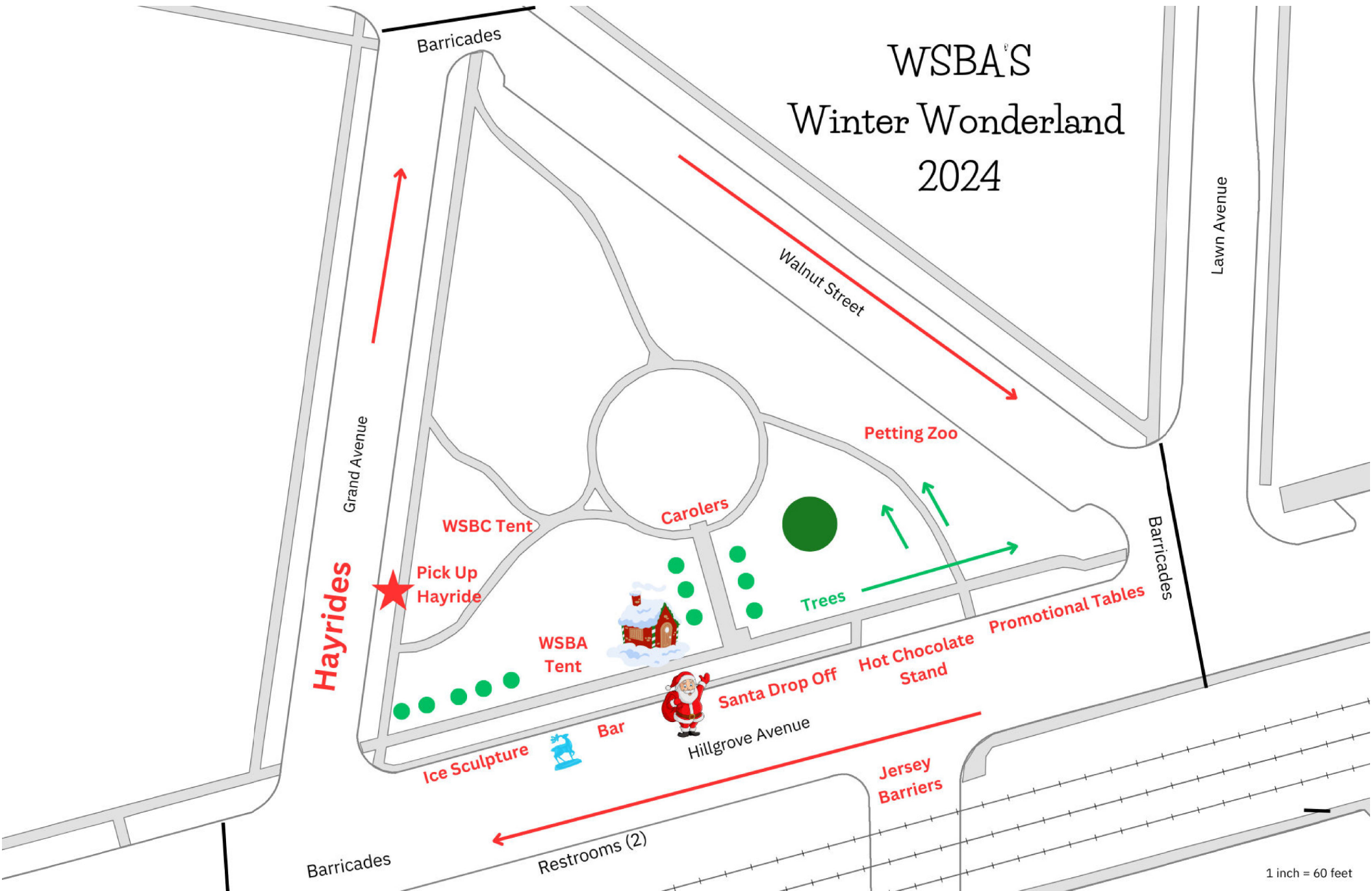




Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



1 inch = 60 feet

Exhibit “C”

License and Indemnification Agreement

(attached)

**LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE
OF A PUBLIC RIGHT-OF-WAY TO CONDUCT SPECIAL EVENTS AND TO OPERATE A
BEER AND WINE RETAIL SALES TENT AND ALCOHOLIC BEVERAGE SALES/CONSUMPTION AREA
AT THE GATHERING ON THE GREEN, JAMMIN' IN JULY
AND WINTER WONDERLAND SPECIAL EVENTS**

**[Western Springs Business Association for 2025 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

This License and Indemnification Agreement ("Agreement") has been entered into this 24th day of March, 2025 by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor"), and the Western Springs Business Association, an Illinois not-for-profit corporation (the "WSBA" or "Special Events Applicant"), who is sponsoring several special events within the Village during calendar year 2025. The WSBA and the Village are collectively referred to at times as the "Parties" and individually as a "Party", in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the "Water Tower Green Area" and portions of the adjacent rights-of-way of Burlington Avenue, Hillgrove Avenue, Grand Avenue, Lawn Avenue and Walnut Street (the "Village ROW Area") in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Group Exhibit "A"** and made a part hereof (the "Licensed ROW Area"); and

WHEREAS, the WSBA operates a not-for-profit corporation promoting the growth of businesses in the Village. WSBA desires to use portions of the Licensed ROW Area, as shown on the attached Site Plans, for the purposes of conducting several special events and operating a beer and wine tent for the retail sale and service of beer and wine and outdoor possession and consumption of beer and wine in an alcoholic beverage sales/consumption area on the Licensed ROW Area only during the 2025 Gathering on the Green and Jammin' in July Special Events ("GG and JJ Special Events"). Alcohol will be served as part of the Winter Wonderland Special Event only on Saturday, December 7, 2025 ("WW Special Event"). The special events are to be held on the following dates during Village-approved hours (collectively, the "Special Events"):

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025. **(Alcohol will be served as part of the GG Special Event.)**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025; Wednesday, July 16, 2025; Wednesday, July 23, 2025; and Wednesday, July 30, 2025. **(Alcohol will be served as part of the JJ Special Event.)**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025; Sunday, November 30, 2025; Saturday, December 6, 2025; and Sunday, December 7, 2025. **(Alcohol will be served as part of the WW Special Event only on Saturday, December 6, 2025.)**

The Special Events will be held during the hours set forth above and in Section 1 below. If requested, alternate dates and alternate hours may be approved by the Local Liquor Control Commissioner; and

WHEREAS, as in prior years, WSBA may decide to work with one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages

during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the Special Events Applicant has applied to the Village for and received approval of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to sell at retail and serve beer and wine on the Licensed ROW Area for the Special Events only, subject to certain conditions set forth in **Ordinance No. 2025-_____** (Approval of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License) (the “Liquor License Ordinance”), attached hereto as **Exhibit “B”** and made a part hereof, and in this Agreement; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Special Events Applicant a license for the temporary use of the Licensed ROW Area to operate the Special Events and to maintain a beer and wine tent and alcoholic beverage sales/consumption area only during the Special Events, in accordance with the following terms and conditions:

1. Term and License Fee.

A. Date and Times: Provided that the Special Events Applicant and any Co-Liquor License Holders have executed this Agreement and returned it to the Village Manager prior to the Special Events, the Village authorizes the temporary, non-exclusive use of the Licensed ROW Area, as shown on the attached Site Plans, by the Special Events Applicant and any Co-Liquor License Holders to operate the Special Events and to operate a beer and wine tent and alcoholic beverage sales/consumption area on the following dates and hours (as appropriate, the “Special Events Dates”):

- i. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025 (Alcohol will be served as part of this Special Event).
- ii. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025 (Alcohol will be served as part of this Special Event).
- iii. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, 2025, and Sunday, December 7, 2025 (**Alcohol will be served as part of this Special Event only on Saturday, December 6, 2025**).

All sales and service of beer and wine and outdoor possession and consumption of beer and wine shall be limited to the “Outdoor Licensed Premises”, as shown on the attached Site Plans, on the Special Event Dates. The **“last call” deadline** shall be thirty (30) minutes before the closing time of the Special Events. Consumption of beer and wine shall be limited to the Outdoor Licensed Premises during the Special Events Dates. The license fee shall be considered to be included in the payment of the required liquor license fee submitted by the Special Events Applicant to the Village for the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License.

B. Setup and Removal: The Special Events Applicant and its employees and agents and any Co-Liquor License Holders and their employees and agents shall be allowed the use of the Licensed ROW Area, as shown on the attached Site Plans, during the **three-hour period immediately prior to the start of each Special Event, or as otherwise allowed by the Village Manager**, only for purposes of setting up the beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events, and shall immediately remove the beer and wine tent and alcoholic beverage sales/consumption area and the other structures required for the Special Events at the conclusion of the Special Events from the Licensed ROW Area. The temporary, non-exclusive license granted under this Agreement to **use the Licensed ROW Area for the Special Events and for a beer and wine tent and alcoholic beverage sales/consumption area terminates one (1) hour after the completion of each Special Event**. The removal of the beer and wine tent and the alcoholic beverage sales/consumption area and other structures required for the Special Events from the Licensed ROW Area shall be **completed by no later than one (1) hour after the conclusion of each Special Event. If any of the Special Events require a stage, the stage shall be removed prior to 11:00 A.M. the next day following the Special Event, or as allowed by the Village Manager**.

C. Termination. This Agreement shall terminate following the conclusion of the last Special Event Date, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Special Events Applicant and any Co-Liquor License Holders set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) below shall survive the termination of this Agreement, until those obligations are fully satisfied by the Special Events Applicant and any Co-Liquor License Holders.

2. Condition of Premises. By taking possession of the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders accept the Licensed ROW Area and the Outdoor Licensed Premises in the condition existing as of each of the Special Event Dates. The Special Events Applicant and any Co-Liquor License Holders acknowledge that they have inspected the Licensed ROW Area and the Outdoor Licensed Premises and acknowledge that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area and the Outdoor Licensed Premises. The Special Events Applicant and any Co-Liquor License Holders acknowledge that the Village has made no representations or promises to the Special Events Applicant and any Co-Liquor License Holders to alter, repave or otherwise improve the condition of the Licensed ROW Area and the Outdoor Licensed Premises.

3. Use. The Special Events Applicant and any Co-Liquor License Holders shall be permitted to the temporary, non-exclusive use of the Licensed ROW Area to operate the Special Events, and the Special Events Applicant and any Co-Liquor License Holders shall be permitted to maintain a beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events within the Outdoor Licensed Premises on each of the Special Event Dates during the hours authorized above in Section 1. The Special Events Applicant's and any Co-Liquor License Holders' use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, County, State and federal authorities now in force, or which may hereafter be in force,

pertaining to the Licensed ROW Area and the Outdoor Licensed Premises, including the Liquor License Ordinance.

4. Care and Maintenance of Premises. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense and at all times, be responsible for maintaining the Licensed ROW Area and the Outdoor Licensed Premises in good condition, and free from litter and other debris generated by the Special Events. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense, hire personnel to clean up all litter and debris from patrons and attendees of the Special Events, to wash the Licensed ROW Area and the Outdoor Licensed Premises in order to remove any food or drink residue, and to repair or replace any damaged public property caused during the Special Events.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Special Events Applicant and any Co-Liquor License Holders, at their own expense, shall return and restore the Licensed ROW Area and the Outdoor Licensed Premises to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct the Special Events Applicant and any Co-Liquor License Holders to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area and the Outdoor Licensed Premises to its previous condition.

6. Compliance with Laws. The Special Events Applicant's and any Co-Liquor License Holders' use of the Licensed ROW Area and the Outdoor Licensed Premises is contingent upon their continuing compliance with all State, County and local regulations relative to the operation of the beer and wine tent(s) for the retail sale and service of beer and wine and the alcoholic beverage sales/consumption area(s) and other structures required for the Special Events, including, but not limited to:

- A. Compliance with all State, County and local laws and regulations pertaining to the serving of beer and wine.
- B. Compliance with the provisions of the Liquor License Ordinance (**Exhibit "B"**), including the "Special Events Site Plan" approved therein.
- C. Compliance with all State, County and Village health code regulations.
- D. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code.

7. Interference With Access. The Special Events Applicant and any Co-Liquor License Holders represent and warrant that its/their use of the Licensed ROW Area and the Outdoor Licensed Premises shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Special Events Applicant and any Co-Liquor License Holders shall maintain within the Licensed ROW Area and the Outdoor Licensed Premises adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles within the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area and the Outdoor Licensed Premises or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with

the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or sub-letted by the Special Events Applicant and any Co-Liquor License Holders without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the Special Events Applicant's and any Co-Liquor License Holder's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area and the Outdoor Licensed Premises at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Special Events.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree as follows:

A. Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree to protect, indemnify, save and hold forever harmless the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Special Events Applicant and any Co-Liquor License Holders and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Special Events and any activities associated with the Special Events, including but not limited to the retail sale, service and consumption of alcohol as part of the Special Events.

B. Risk Of Injury. The Special Events Applicant and any Co-Liquor License Holders assume the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

C. Waiver Of Claims. The Special Events Applicant and any Co-Liquor License Holders agree to waive and relinquish any and all claims or causes of action of any kind that they or their officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

D. Release From Liability. The Special Events Applicant and any Co-Liquor License Holders fully release and discharge the Village and the Village Affiliates from any and all claims or causes of action of any kind, including, but not limited to, illness, injury, death, damages or losses which the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

11. Insurance. During the term of this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Special Events as noted below. The Special Events Applicant and any Co-Liquor License Holders shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- B. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- C. Workers’ Compensation – Statutory (The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage).
- D. Dram Shop - Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code). **(The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage for the Special Events only.)**

The Special Events Applicant and any Co-Liquor License Holders shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “C”** and made a part hereof. The Special Events Applicant and any Co-Liquor License Holders shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Special Events Applicant and any Co-Liquor License Holders shall also carry, during the life of this Agreement, a Worker’s Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Special Events Applicant’s and any Co-Liquor License Holder’s policy or policies of insurance shall specifically recognize and cover the Special Events Applicant’s and any Co-Liquor License Holder’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Special Events Applicant and any Co-Liquor License Holders shall be primary and exclusive for these Special Events. The Village’s 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 not contribute to or be available for use in any claims since the Village is not serving any alcohol nor is it an employer of any of employees of the Special Events Applicant and any Co-Liquor License Holders.

All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon the Special Events Applicant’s and any Co-Liquor License Holders’ failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Special Events Applicant and any Co-Liquor License Holders shall be primary to the Village’s own insurance.

12. Alterations. The Special Events Applicant and any Co-Liquor License Holders shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area and the Outdoor Licensed Premises, which consent may be withheld in the Village’s

sole discretion. All alterations and additions to the Licensed ROW Area and the Outdoor Licensed Premises, whether temporary or permanent in character and whether made or paid for by the Special Events Applicant or any Co-Liquor License Holders or the Village, shall, without compensation to Special Events Applicant and any Co-Liquor License Holders, become the Village's property upon installation on the Licensed ROW Area or the Outdoor Licensed Premises and shall, unless the Village requests its/their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Special Events Applicant and any Co-Liquor License Holders shall pay for all alteration work. Upon completion of all alteration work, the Special Events Applicant and any Co-Liquor License Holders shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Special Events Applicant and any Co-Liquor License Holders shall not permit any mechanics lien to be filed against the Licensed ROW Area and the Outdoor Licensed Premises, and they agree to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection with the Village's involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Special Events Applicant and any Co-Liquor License Holders and its/their agents that, if the Special Events Applicant and any Co-Liquor License Holders perform any alterations to the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area and the Outdoor Licensed Premises to the full extent possible under the provisions of this Section 10 and Section 12 below.

The Special Events Applicant and any Co-Liquor License Holders shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Special Events Applicant and any Co-Liquor License Holders or occurrences shall constitute an "Event of Default":

- A. Failure or refusal by the Special Events Applicant and any Co-Liquor License Holders to comply with any of its/their obligations set forth in this Agreement; or
- B. The entry of a decree or order for relief by a court having jurisdiction over the Special Events Applicant and any Co-Liquor License Holders in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of the Special Events Applicant's and any Co-Liquor License Holders' obligations hereunder; or

- C. The commencement by the Special Events Applicant and any Co-Liquor License Holders of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or
- D. Cancellation of the Special Events without a rescheduled date.

14. Village's Remedies on Default. If the Special Events Applicant and any Co-Liquor License Holders default in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Events of Default, the Village shall give the Special Events Applicant and any Co-Liquor License Holders written or verbal notice of such default; and if the Special Events Applicant and any Co-Liquor License Holders do not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Special Events Applicant and any Co-Liquor License Holders shall promptly remove their personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area and the Outdoor Licensed Premises.

15. Non-Waiver. Failure by the Special Events Applicant and any Co-Liquor License Holders or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Special Events Applicant and any Co-Liquor License Holders and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area or the Outdoor Licensed Premises, or because of any act, which may arise out of the possession of the Licensed ROW Area or the Outdoor Licensed Premises, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for any subsequent special event(s).

18. Notices. Any notice which any Party may or is required to give shall be given by hand delivery or mailing the same, by United States Certified Mail, postage prepaid, to the Special Events Applicant and any Co-Liquor License Holders at their current business address or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Special Events Applicant and any Co-Liquor License Holders. The Special Events Applicant and any Co-Liquor License Holders agree that, in the event the Village exercises its right to terminate this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to restore the Licensed ROW Area and the Outdoor Licensed Premises to its condition as of

the Special Event Dates, as required by Section 5 above. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

21. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

22. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Special Events Applicant and any Co-Liquor License Holders or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible as evidence in any action in which the terms of this Agreement are sought to be enforced.

23. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

24. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties below have executed this Agreement on behalf of the Village of Western Springs and the Western Springs Business Association.

VILLAGE OF WESTERN SPRINGS

**WESTERN SPRINGS
BUSINESS ASSOCIATION**

By: _____
Heidi Rudolph, Village President

By: _____
Jeff Dulla , President

Date: March 24, 2025.

Date: _____, 2025.

NOTE: The Acknowledgement and Signature Pages to this Agreement for each Co-Liquor License Holder of a Class "J" Special Events Liquor License shall be attached to this Agreement following this page and shall be incorporated into this Agreement by reference.

**Acknowledgement and Signature Page
for the Co-Liquor License Holder
of a Class "J" Special Events Liquor License
to the License And Indemnification Agreement
for Temporary Use of A Public Right-Of-Way
to Conduct Special Events and to Operate A Beer And Wine Retail Sales Tent
And Alcoholic Beverage Sales/Consumption Area at
the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events**

**[Western Springs Business Association for 2025 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

I, the undersigned Co-Liquor License Holder, agree to comply with and fulfill each and every term, condition and obligation set forth above in the attached License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Conduct Special Events and To Operate A Beer And Wine Retail Sales Tent And Alcoholic Beverage Sales/Consumption Area At the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events and the Village Ordinance granting a Class "J" Liquor License to the Western Springs Business Association for the 2025 Special Events.

NAME: _____ d/b/a _____

By: _____
Jeff Dulla
President / Authorized Officer

Date: _____, 2025

Group Exhibit "A"

Site Plans of Licensed ROW Area to be used for the Special Events

Site plans from 2024 provided for reference. Site plans for 2025 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

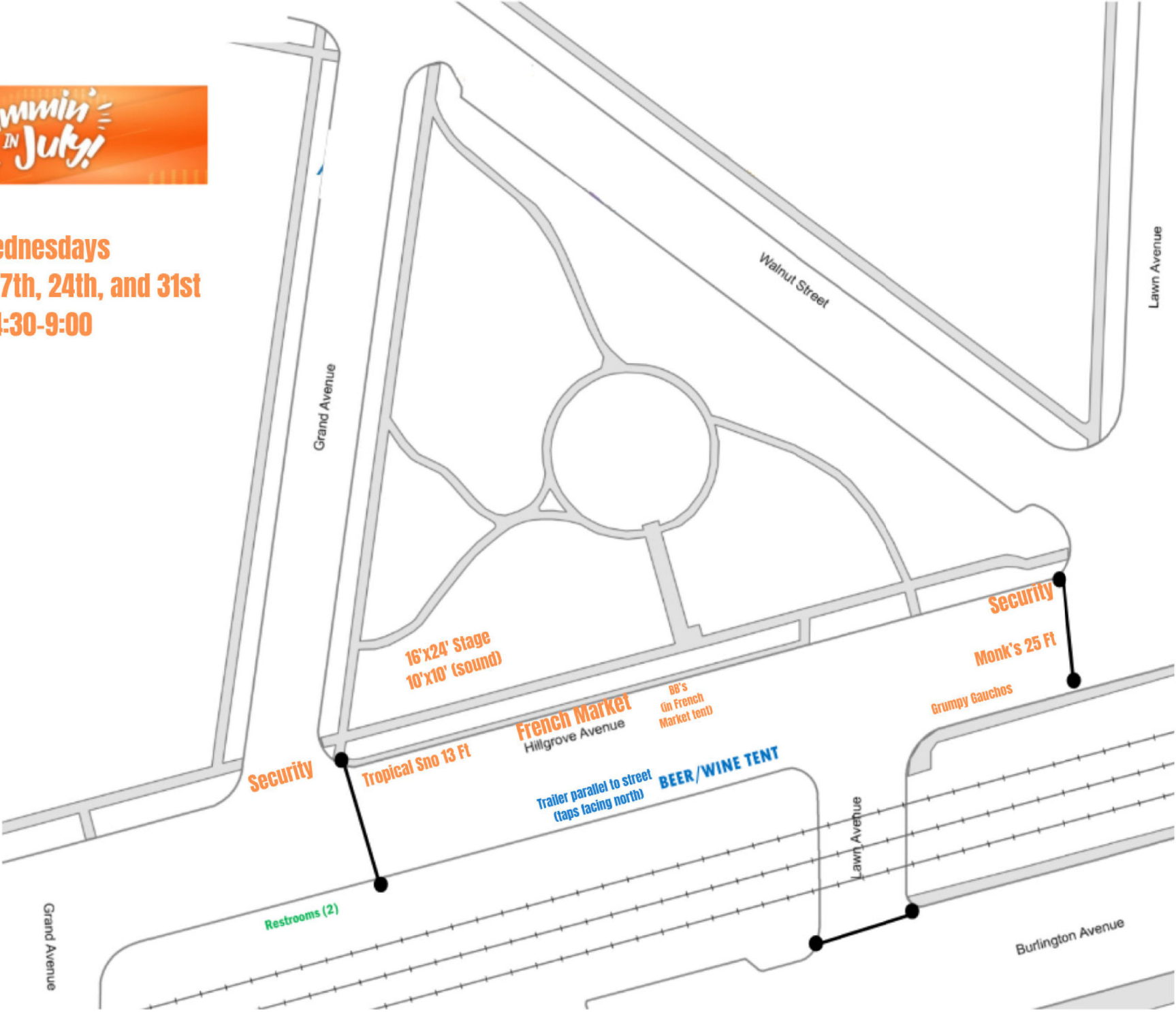
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm





Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024

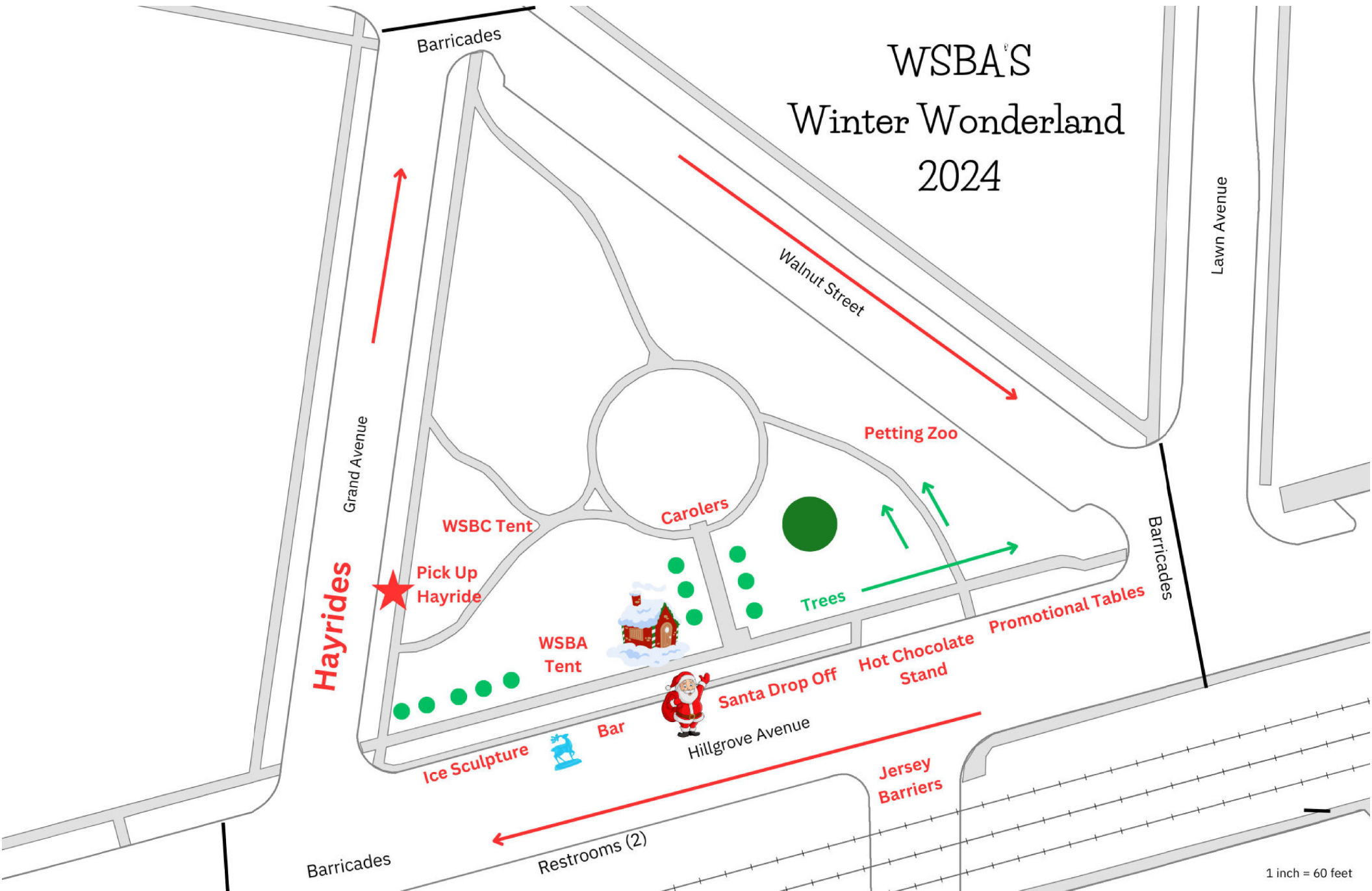


Exhibit "B"

Ordinance No. _____

**Approval of the Class "J"
(Special Events On Village Owned Property; Beer and Wine Only)
Liquor License**

(attached)

ORDINANCE NO. 25-_____

VOTE: _____.

AYES: _____.

NAYS: _____.

ABSENT: _____.

ABSTAIN: _____.

DATE: March 24, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE CREATION OF A CLASS “J” (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2025 SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 27, 2025; Jammin’ in July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025; and Winter Wonderland: Saturday, December 6, 2025).

WHEREAS, the Western Springs Business Association (the “Applicant” or “WSBA”) filed a liquor license application with the Village Clerk for a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the 2025 Gathering on the Green, Jammin’ in July and Winter Wonderland Special Events (“Special Events”) to be conducted on the Village Tower Green Area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the “Village ROW”), along with the required site plan (a diagram that shows the overall Special Event area and proposes the size, internal set up and location of alcoholic beverage tents and the alcoholic beverage sales/consumption area to be operated during the multiple special events as part of its application) (the “Special Event Site Plan”), application fees and license fees (collectively, the “Application”). WSBA desires approval of a Class “J” (Special Events On Village-Owned Property; Beer and Wine Only) Liquor License for itself to sell liquor at retail for consumption purposes or to contract with a business that holds a current Village liquor license for the retail sale and consumption of liquor during the Special Events on the following dates and for the following hours: Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025; Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025, and Wednesday, July 30, 2025; and Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, December 6, 2025 (collectively, the “Special Event Dates”); and

WHEREAS, prior to the Special Events, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events. Any such restaurants or alcohol distributor must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the General Government Committee (“Committee”) held a public meeting on March 6, 2025 in regard to the Application and considered the Application, received input from Village staff, and provided an opportunity for public input, and favorably recommended the issuance of a Class “J” (Special

Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events On Village Owned Property; Beer And Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events; and

WHEREAS, at public meetings on March 10, 2025 and March 24, 2025, the Village Board of Trustees considered the Application and the recommendation of the Committee with regard to the issuance of a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events, and provided the public an opportunity to be heard with respect to the same, and at its March 24, 2025 meeting accepted the Committee’s recommendation for the approval and issuance of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License; and

WHEREAS, the Village of Western Springs is the owner of the Village Tower Green Area and the adjacent Village Right-of-Way (“ROW”), where the proposed outdoor alcoholic beverage tents and outdoor alcoholic beverage sales/consumption area will be operated during the Special Events (the “Outdoor Licensed Premises”); and

WHEREAS, the Village Board finds that the Applicant is eligible to receive a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale, service, and outdoor possession and consumption of beer and wine at the Special Events.

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

SECTION 1. Approval of Creation of Liquor License for Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(J) (Class “J” License - Special Events On Village Owned Property; Beer and Wine Only) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “J” Liquor License for issuance by the Local Liquor Control Commissioner to the Applicant for the purpose of allowing the Applicant to sell at retail and serve beer and wine for outdoor possession and consumption within the Outdoor Licensed Premises on the Special Event Dates and during the hours set forth above on Page 1 or such other alternate dates and alternate hours during calendar year 2025, as determined by the Local Liquor Control Commissioner, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

The President and Board of Trustees of the Village of Western Springs further authorize and approve the Applicant selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

SECTION 2. Authorization of Issuance of Liquor License to Applicant; Conditions of the Liquor License. The Local Liquor Control Commissioner shall not issue the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant under this Ordinance until the following conditions are satisfied:

- A. The Applicant and the Co-Liquor License Holders shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Events that covers the retail sale and service of beer and wine by the Applicant and the Co-Liquor License Holders.
- B. The representatives of the Applicant and the Co-Liquor License Holders agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner’s request, to discuss the retail sale, service and consumption of beer and wine in conjunction with the Special Events and shall provide the Commissioner with information relative to its operation upon request.
- C. The President and Board of Trustees approve the following regulations relating to the Special Events, including amendments to the Special Event Site Plan:
 - (1) Special Event Site Plan. The Special Event Site Plan, attached hereto as part of **Group Exhibit “A”**, contains a diagram of the overall Special Event area and the size, internal set up and location of the alcoholic beverage tents or the individual retail sales/tasting booths and the alcoholic beverage sales/consumption area to be operated during the Special Events, and is approved by the Village Board, SUBJECT TO THE FOLLOWING CONDITIONS: all of the other conditions and regulations, including signage, set forth in this Ordinance. The Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations and conditions.
 - (2) Notice of Special Event. **On or before fifteen (15) days prior to each Special Event**, the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the date and hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises. If it is necessary to conduct the Special Event on an alternate date or alternate hours, the Local Liquor Control Commissioner will select the alternate date or alternate hours, and then the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the alternate date(s) and alternate hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the Special Events.
 - (3) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village’s Liquor Control Ordinance, physically present at the Outdoor Licensed Premises at all times that beer and wine are being sold or served or consumed.
 - (4) Hours of Sale/Consumption. All sales and service of beer and wine shall be limited to the Outdoor Licensed Premises in accordance with the Village’s Liquor Control Ordinance, including the Class “J” (Special Events On Village Owned Property; Beer and

Wine Only) Liquor License regulations, except as otherwise provided for in this Ordinance or as authorized by the Local Liquor Control Commissioner. The last call for sales and service of beer and wine shall be thirty (30) minutes prior to the end of the Hours of Operation for the 2025 WSBA Special Events as set forth above on Page 1.

- (5) BASSET/TIPS Training. Beer and wine shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve beer and wine only to patrons who are twenty-one (21) years old or older and who are located within the Outdoor Licensed Premises.
- (6) Signs. The Applicant shall provide and post appropriate information and warning signs relating to alcoholic liquor sales and consumption at the Special Events consistent with the regulations in this Ordinance and the proposed signage included within the Application (**Group Exhibit "A"**). Additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner shall be posted prior to and during the Special Events.
- (7) Set-Up; Take-Down; Bathrooms. The hours of closure of the portions of the Village ROW associated with the Special Events for purposes of set-up and take-down activities shall be three (3) hours prior to the starting time of the Special Events and one (1) hour after the closing time of the Special Events, on the day of the Special Events, except for the stage removal which shall be removed prior to 11:00 A.M. the next day following the Special Events, or as allowed by the Village Manager. The Applicant, at its cost, shall provide set-up and take-down, and remove tables, chairs, a stage, additional waste refuse containers and at least three (3) portable bathrooms within the Outdoor Licensed Premises.
- (8) Protective Fencing; Barriers. The Applicant, at its cost, shall comply with the Village staff recommendations and the Barricade Map relative to the installation of a fence or exterior barrier for the Outdoor Licensed Premises, to protect against a motor vehicle accidentally entering into the Outdoor Licensed Premises. The Applicant, at its cost, shall comply with any other requirements or directions issued by the Village Manager relative to the installation of additional fences or exterior barriers for the Outdoor Licensed Premises to protect the public safety and to prevent the public from using the stairs adjacent to the north railroad pedestrian platform for purposes of either accessing or exiting the Special Events. The Barricade Map is attached hereto as part of **Group Exhibit "A"** and made a part hereof.
- (9) Safety Regulations. The Applicant, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Outdoor Licensed Premises that are required by the Local Liquor Control Commissioner or the Village Manager from time to time for the Special Events. The above-written direction of the Local Liquor Control Commissioner or the Village Manager and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
- (10) Electricity; Lighting. If the Applicant desires to install temporary electric lighting for the Outdoor Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. If the Applicant desires to use a

Village electrical source, the cost of the electricity shall be the responsibility of the Applicant. The Applicant, at its cost, shall be allowed to locate and operate small power generators in the Outdoor Licensed Premises to supply electrical power to the Special Events.

- (11) Water. If the Applicant desires to use water for the Outdoor Licensed Premises from a Village hydrant, the Village will provide a water meter and the Applicant shall be responsible for the cost of all water used.
- (12) Noise. The noise from the operation of and patrons of the Outdoor Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners.
- (13) Music. Live music is allowed in the Outdoor Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (14) Additional Regulations. The Corporate Authorities of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant and the Co-Liquor License Holders relative to its retail sale and service of alcoholic liquor any time prior to or during the Special Events.
- (15) Compliance with Regulations. The Applicant and all of its employees or agents, and the Co-Liquor License Holders and all of their employees, who serve or sell beer and wine at the Special Events shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "J" (Special Event On Village Owned Property; Beer and Wine Only) Liquor License set forth at Section 4-1-9(J), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- (16) Security - Outdoor Alcoholic Beverage Sales/Consumption Area. The dedicated alcoholic beverage sales/consumption area shall have designated entrance and exit points for the public. During the hours of alcohol sales, an adult (who has completed BASSET/TIPS Training) employed by or working at the direction of the Applicant and the Co-Liquor License Holders shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color-coded wristbands to the people entering the Outdoor Licensed Premises. Color-coded wristbands shall be provided to each person and worn by all persons who enter the Outdoor Licensed Premises and shall be used to designate minors and adults who enter the alcoholic beverage sales/consumption area. Two (2) Western Springs Police Officers will patrol the Outdoor Licensed Premises during the Special Events. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the two (2) Western Springs Police Officers who will work the Special Events.
- (17) Reimbursement for Special Municipal Services. Beyond the two (2) Western Springs Police Officers, the Village reserves the right to charge the Applicant for special municipal services, such as police, fire, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Applicant fails to perform its

obligations under this Ordinance. Upon acceptance of the Class “J” Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (18) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit (“TUP”) for the Applicant to conduct the Special Events as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit “B”** and made a part hereof.
- (19) License and Indemnification Agreement. The Applicant and the Co-Liquor License Holders shall execute a License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Operate A Beer And Wine Retail Sales Tent At Special Event prepared by the Village Attorney, obtain the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$1,000,000 coverage limits), and return the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Events. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents. A copy of the fully executed License and Indemnification Agreement is attached to this Ordinance as **Exhibit “C”** and made a part hereof.

SECTION 3. Repeal of Conflicting Legislation. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 4. Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance 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. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 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 on the 24th day of March, 2025.

Edward Tymick, Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR
A CLASS "J" SPECIAL EVENTS LIQUOR LICENSE**

I, the undersigned liquor license applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "J" Liquor License to the Western Springs Business Association, including each of the conditions set forth in Section 2 above. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Business Association for special municipal services, such as police, fire and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events, or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Western Springs Business Association fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "J" Liquor License, the Western Springs Business Association agrees to pay for such special municipal services provided by the Village of Western Springs which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Western Springs, and the Western Springs Business Association shall not object to the payment of such costs.

Western Springs Business Association / Liquor License Applicant

By: _____
Jeff Dulla, President or
Authorized WSBA Board Member

Date: _____, 2025

Group Exhibit "A"

**Liquor License Application,
which includes the Special Event Site Plans**

and

Barricade Maps

*Site plans from 2024 provided for reference. Site plans for 2025 events will be provided at
least 15 days in advance of the event for Village staff review and approval*

(attached)

January 9, 2025

Acting Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Acting Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 9th, 16th, 23rd and 30th From 5:00 pm to 9:00 pm

Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and December 7th from Noon to 5:00 pm. (Alcohol sales on December 6th only)

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2025 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2025 will be the 31st year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Families will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, a four-week concert series that has been a huge hit in the past three years. This is a week night opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024, however we are looking at adding some activities and some sort of food and drink options for 2025. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

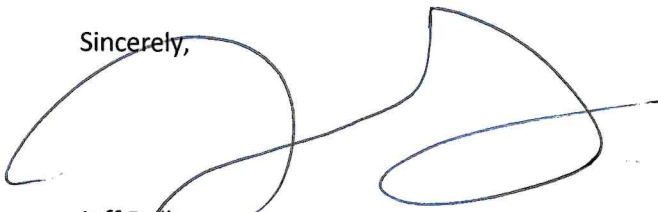
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2025 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Dulla', with a large, stylized loop at the end.

Jeff Dulla
President

Western Springs Business Association

jdulla@uhloans.com

(312-)-520-0069

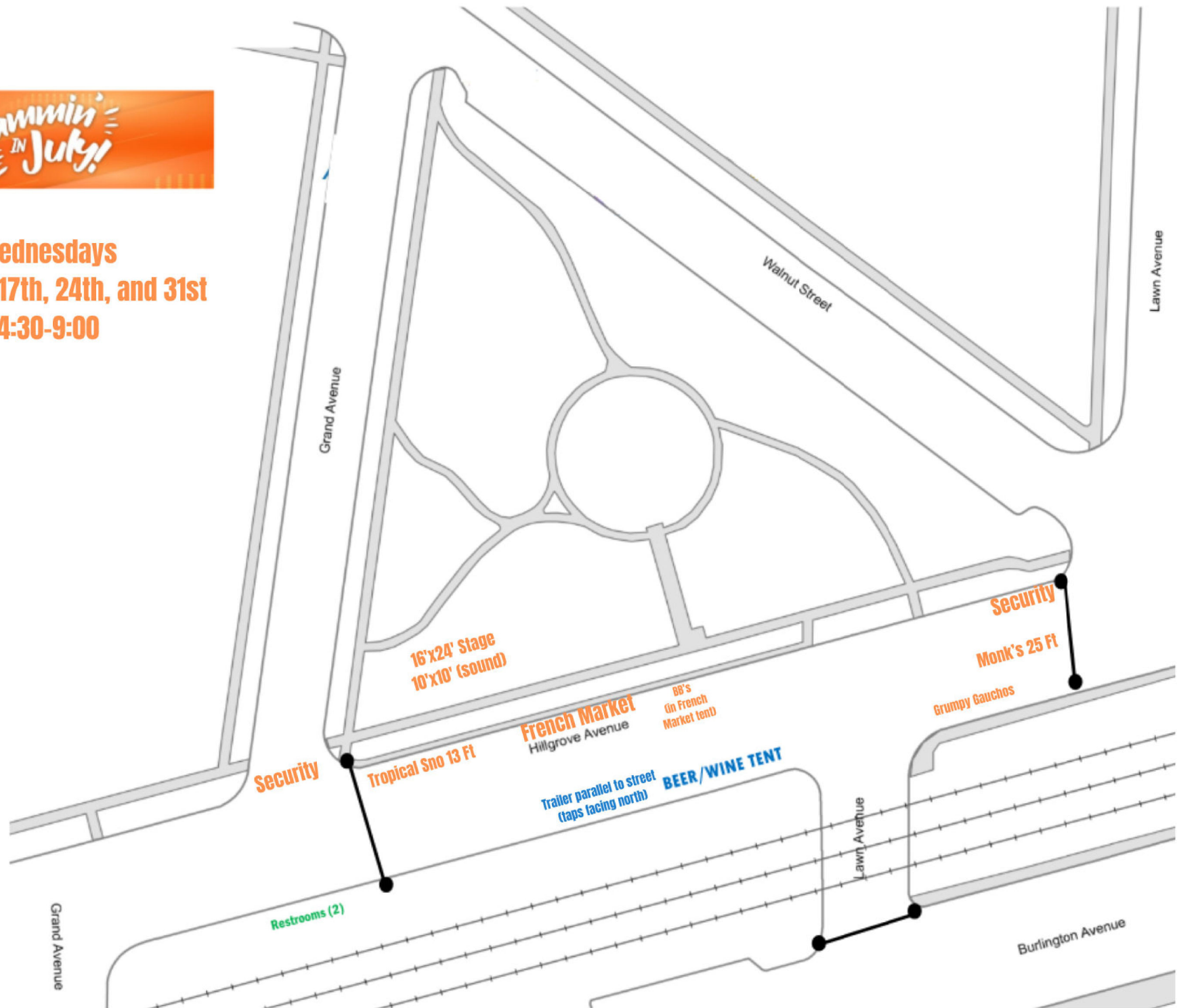
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm

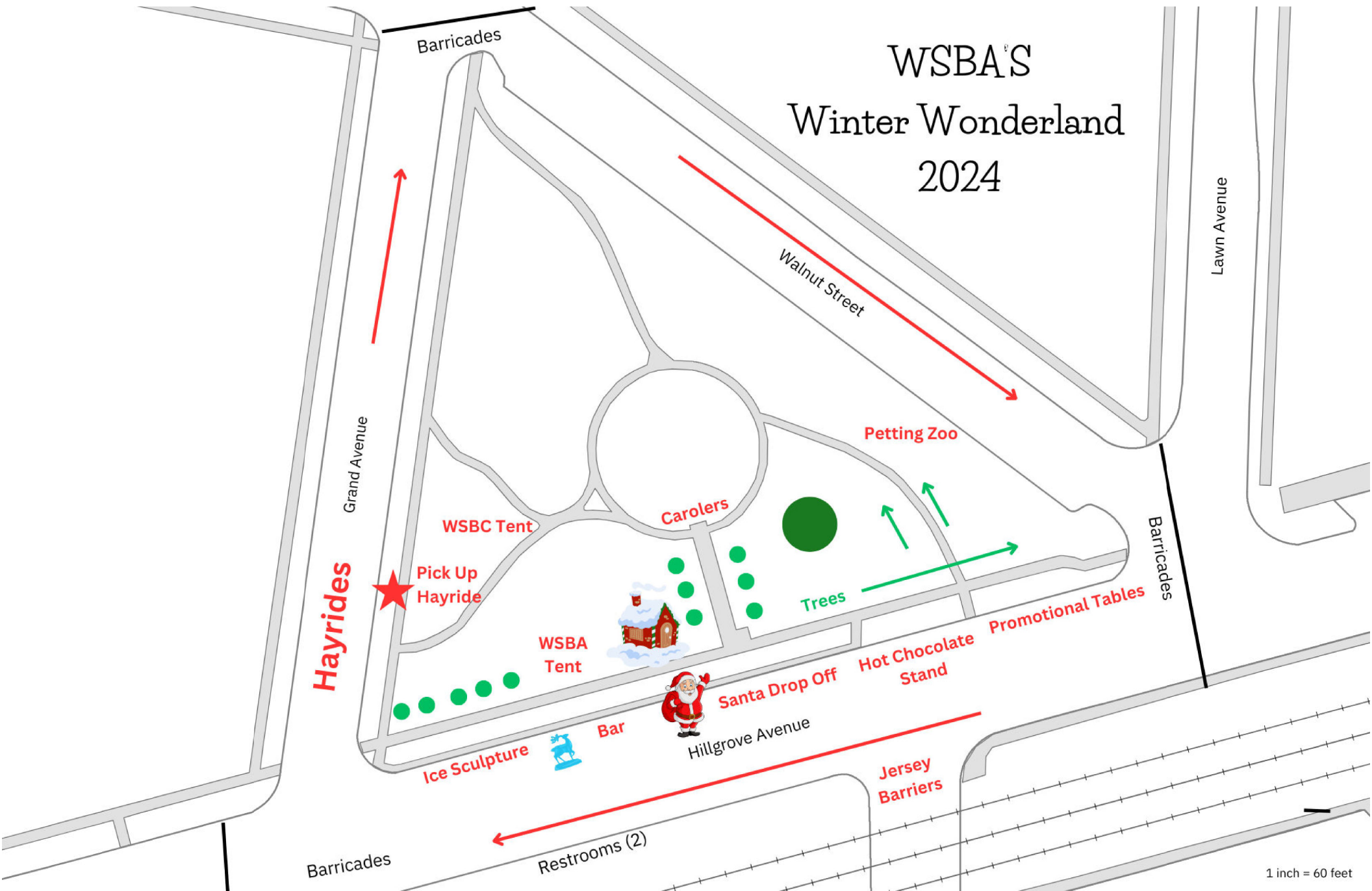




Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



1 inch = 60 feet

Exhibit “B”

Temporary Use Permit

(attached)

**Exhibit “B” to
Class “J” (Special Events On Village Owned Property; Beer And Wine Only)
Liquor License Ordinance**

**VILLAGE OF WESTERN SPRINGS
Temporary Use Permit**

Temporary Use Permit for: 2025 Western Springs Business Association Special Events, as follows:

- **Gathering on the Green – Friday, June 27, 2025**
- **Jammin’ in July – Wednesday, July 9, 2025,
Wednesday, July 16, 2025, Wednesday, July 23, 2025
and Wednesday, July 30, 2025**
- **Winter Wonderland – Saturday, November 29, 2025,
Sunday, November 30, 2025, Saturday, December 6, 2025,
and Sunday, December 7, 2025**

Date of Village Board Approval: March 24, 2025

Applicant/Permittee: Western Springs Business Association

Location: Village Tower Green Area, and Hillgrove Avenue Between Lawn Avenue and Grand Avenue, and Portions of Grand Avenue, Lawn Avenue and Walnut Street Adjacent to the Village Tower Green Area

At a Village of Western Springs Board Meeting held on March 24, 2025, the President and Board of Trustees of the Village of Western Springs (the “Village”) voted to approve and issue a Temporary Use Permit (“TUP”) to the Western Springs Business Association (the “WSBA”) to allow the WSBA to operate the following Special Events (collectively the “2025 WSBA Special Events”) to be held on the following dates, or such alternate dates and alternate hours, as approved by the Village President / Local Liquor Control Commissioner:

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025 **(Alcohol will be served as part of this Special Event).**
2. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025, and Wednesday, July 30, 2025 **(Alcohol will be served as part of this Special Event).**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, and Sunday, December 7, 2025 **(Alcohol will be served as part of this Special Event only on Saturday, December 6, 2025).**

SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Events

Location: The Permittee's Narrative dated January 9, 2025 and its Site Plans are approved by the Village under this TUP. The Narrative and its Site Plans are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittee shall locate, construct, maintain and operate the 2025 WSBA Special Events in accordance with the attached Narrative and Site Plans ("Outdoor Licensed Premises"), subject to the conditions set forth below.

Conditions:

1. **Co-Liquor License Holders:** The President and Board of Trustees authorize and approve the WSBA selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the 2025 WSBA Special Events that are authorized to sell and serve alcohol (collectively the "Co-Liquor License Holders"). Prior to the 2025 WSBA Special Events that are authorized to sell and serve alcohol, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.
2. **Compliance with Code Regulations:** The Permittee shall locate, construct, maintain and operate the 2025 WSBA Special Events in accordance with applicable laws and regulations, including the provisions of the Western Springs Municipal Code.
3. **Noise; Music:** The noise from the operation of and patrons of the 2025 WSBA Special Events shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.
4. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present at each of the 2025 WSBA Special Events during the hours of operation of the 2025 WSBA Special Events.

Other Conditions that Apply to the 2025 WSBA Special Events:

1. **Notice to Residents: At least fifteen (15) calendar days** prior to the 2025 WSBA Special Events, the Permittee shall provide written notice of the final Village-approved Site Plans and the hours of operation for the 2025 WSBA Special Events to the property owners who live immediately adjacent to or across from the Village Tower Green Area.

Notice shall be required on or before the following dates for the 2025 WSBA Special Events:

- A. Gathering on the Green: on or before June 7, 2025.
- B. Jammin' in July: on or before June 23, 2025.
- C. Winter Wonderland: on or before November 13, 2025.

If it is necessary to conduct the 2025 WSBA Special Events on alternate dates or alternate hours, the Village President / Local Liquor Control Commissioner will select the alternate dates or alternate hours and then the WSBA shall hand deliver written notice of the final Village-approved 2025 WSBA Special Events Site Plan and the alternate dates and alternate hours of operation for the 2025 WSBA Special Events to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the 2025 WSBA Special Events.

2. **License and Indemnification Agreement and Insurance:** Prior to the execution of this TUP, the Permittees shall each execute and return to the Village a License and Indemnification Agreement

on a Village-approved form and provide proof of insurance as required in the Agreement.

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plans may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Village-approved Site Plans that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.
4. **Reimbursement to Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2025 WSBA Special Events or to clean up and dispose of any debris, litter or waste caused by the 2025 WSBA Special Events, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2025 WSBA Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
5. **Liquor Sales and Consumption.** In conjunction with the WSBA, all Co-Liquor License Holders shall comply with the provisions of **Ordinance Number 25-_____**, which granted to WSBA a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale and outdoor consumption of beer and wine at the 2025 WSBA Special Events.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

WESTERN SPRINGS BUSINESS ASSOCIATION

By: _____
Heidi Rudolph
Village President

By: _____
Jeff Dulla
President / Authorized Agent

Date: _____, 2025

Date: _____, 2025

Date of Permit Issuance: _____, 2025

By: _____
Heather Valone
Director of Community Development

Group Exhibit "A"

**Western Springs Business Association Narrative
dated January 9, 2025**

and

Site Plans

(attached)

January 9, 2025

Acting Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Acting Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 9th, 16th, 23rd and 30th From 5:00 pm to 9:00 pm

Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and December 7th from Noon to 5:00 pm. (Alcohol sales on December 6th only)

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2025 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2025 will be the 31st year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Families will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, a four-week concert series that has been a huge hit in the past three years. This is a week night opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024, however we are looking at adding some activities and some sort of food and drink options for 2025. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

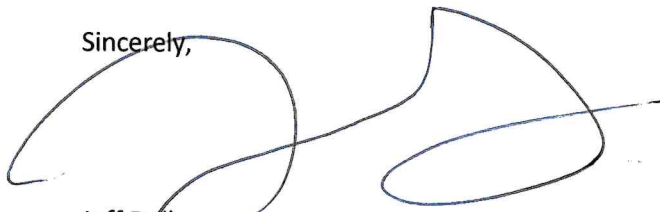
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2025 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Dulla', with a large, stylized loop at the end.

Jeff Dulla
President

Western Springs Business Association

jdulla@uhloans.com

(312-)-520-0069

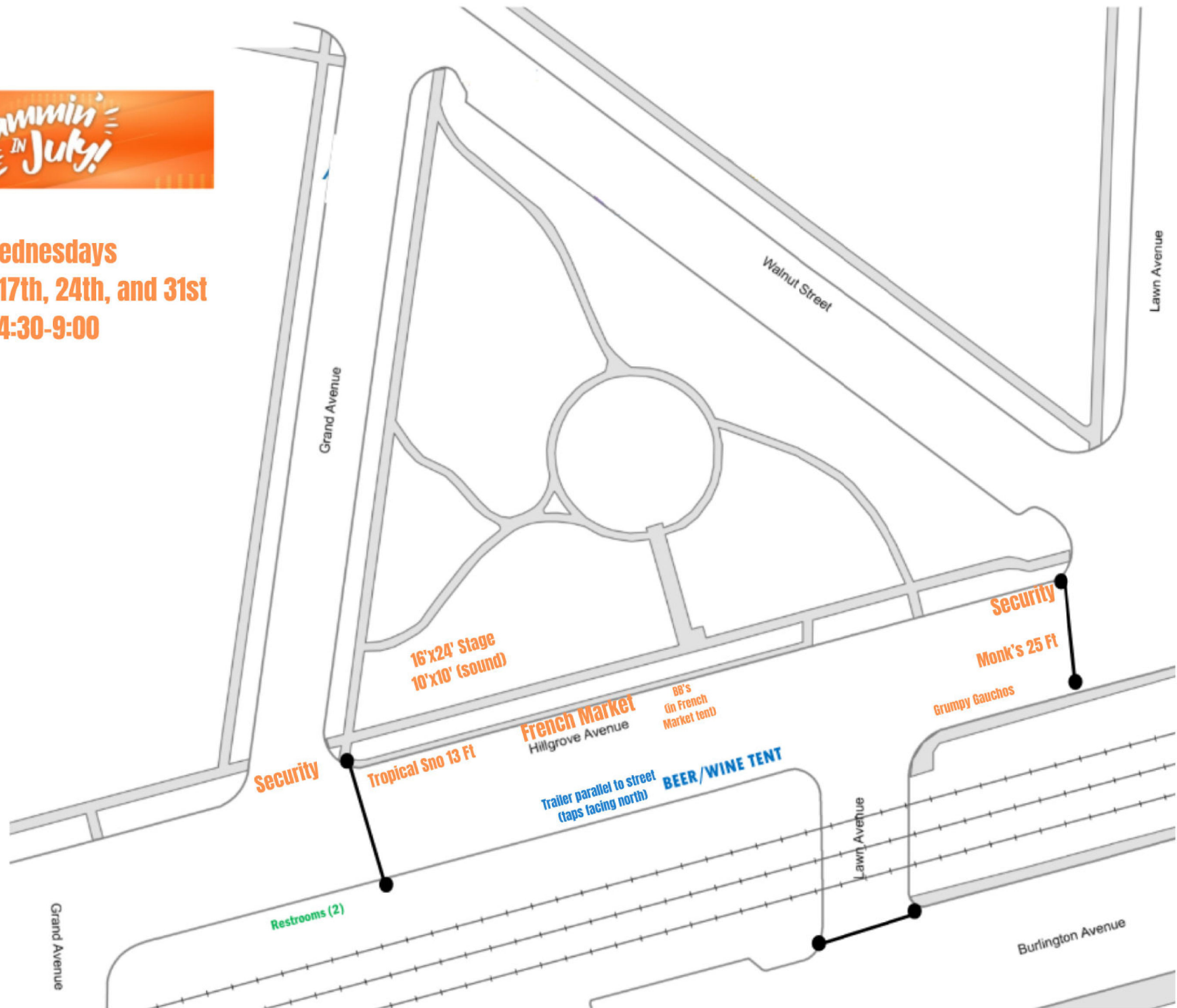
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm

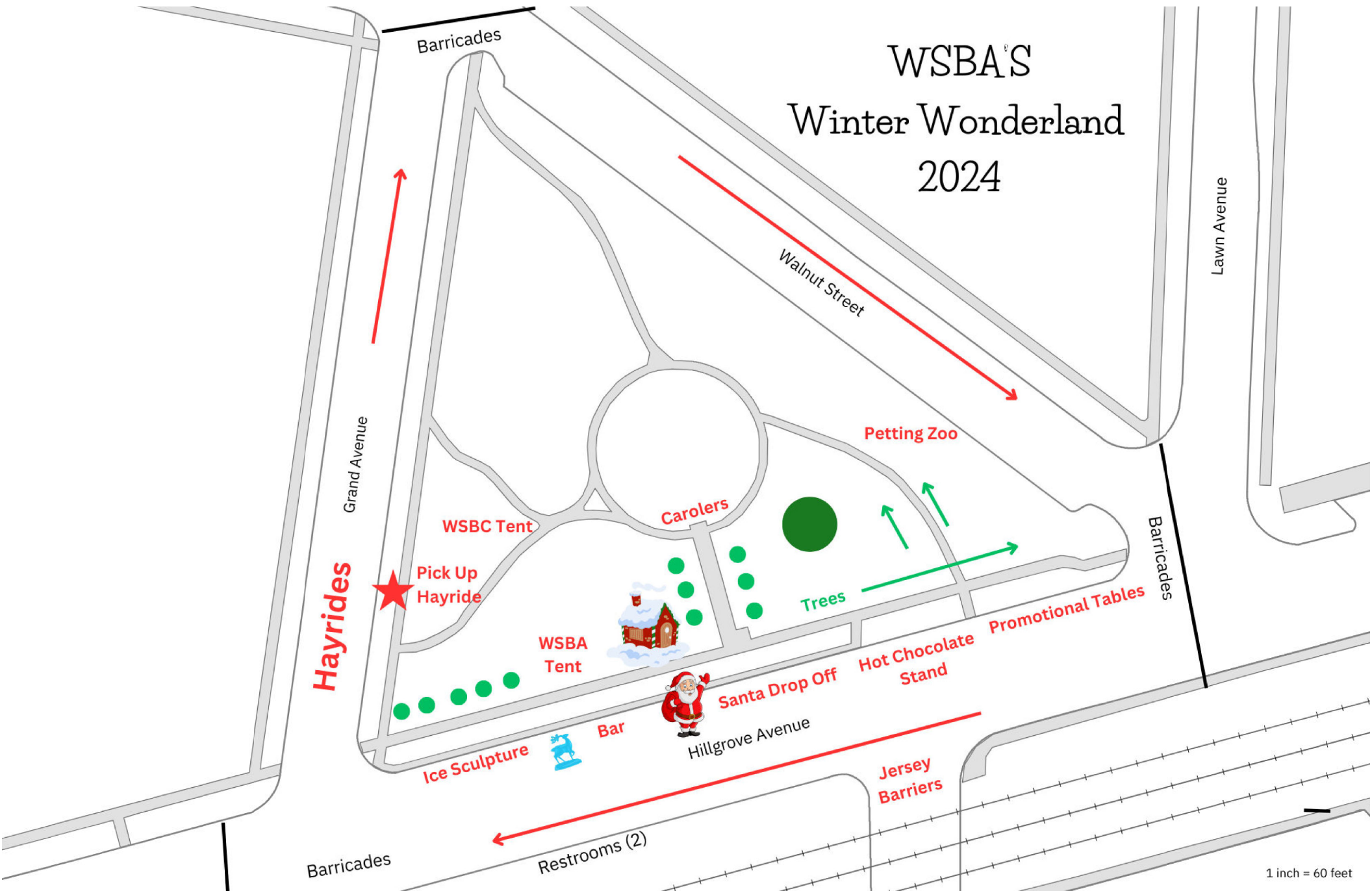




Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



1 inch = 60 feet

Exhibit “C”

License and Indemnification Agreement

(attached)

**LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE
OF A PUBLIC RIGHT-OF-WAY TO CONDUCT SPECIAL EVENTS AND TO OPERATE A
BEER AND WINE RETAIL SALES TENT AND ALCOHOLIC BEVERAGE SALES/CONSUMPTION AREA
AT THE GATHERING ON THE GREEN, JAMMIN' IN JULY
AND WINTER WONDERLAND SPECIAL EVENTS**

**[Western Springs Business Association for 2025 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

This License and Indemnification Agreement ("Agreement") has been entered into this 24th day of March, 2025 by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor"), and the Western Springs Business Association, an Illinois not-for-profit corporation (the "WSBA" or "Special Events Applicant"), who is sponsoring several special events within the Village during calendar year 2025. The WSBA and the Village are collectively referred to at times as the "Parties" and individually as a "Party", in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the "Water Tower Green Area" and portions of the adjacent rights-of-way of Burlington Avenue, Hillgrove Avenue, Grand Avenue, Lawn Avenue and Walnut Street (the "Village ROW Area") in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Group Exhibit "A"** and made a part hereof (the "Licensed ROW Area"); and

WHEREAS, the WSBA operates a not-for-profit corporation promoting the growth of businesses in the Village. WSBA desires to use portions of the Licensed ROW Area, as shown on the attached Site Plans, for the purposes of conducting several special events and operating a beer and wine tent for the retail sale and service of beer and wine and outdoor possession and consumption of beer and wine in an alcoholic beverage sales/consumption area on the Licensed ROW Area only during the 2025 Gathering on the Green and Jammin' in July Special Events ("GG and JJ Special Events"). Alcohol will be served as part of the Winter Wonderland Special Event only on Saturday, December 7, 2025 ("WW Special Event"). The special events are to be held on the following dates during Village-approved hours (collectively, the "Special Events"):

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025. **(Alcohol will be served as part of the GG Special Event.)**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025; Wednesday, July 16, 2025; Wednesday, July 23, 2025; and Wednesday, July 30, 2025. **(Alcohol will be served as part of the JJ Special Event.)**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025; Sunday, November 30, 2025; Saturday, December 6, 2025; and Sunday, December 7, 2025. **(Alcohol will be served as part of the WW Special Event only on Saturday, December 6, 2025.)**

The Special Events will be held during the hours set forth above and in Section 1 below. If requested, alternate dates and alternate hours may be approved by the Local Liquor Control Commissioner; and

WHEREAS, as in prior years, WSBA may decide to work with one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages

during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the Special Events Applicant has applied to the Village for and received approval of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to sell at retail and serve beer and wine on the Licensed ROW Area for the Special Events only, subject to certain conditions set forth in **Ordinance No. 2025-_____** (Approval of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License) (the “Liquor License Ordinance”), attached hereto as **Exhibit “B”** and made a part hereof, and in this Agreement; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Special Events Applicant a license for the temporary use of the Licensed ROW Area to operate the Special Events and to maintain a beer and wine tent and alcoholic beverage sales/consumption area only during the Special Events, in accordance with the following terms and conditions:

1. Term and License Fee.

A. Date and Times: Provided that the Special Events Applicant and any Co-Liquor License Holders have executed this Agreement and returned it to the Village Manager prior to the Special Events, the Village authorizes the temporary, non-exclusive use of the Licensed ROW Area, as shown on the attached Site Plans, by the Special Events Applicant and any Co-Liquor License Holders to operate the Special Events and to operate a beer and wine tent and alcoholic beverage sales/consumption area on the following dates and hours (as appropriate, the “Special Events Dates”):

- i. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025 (Alcohol will be served as part of this Special Event).
- ii. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025 (Alcohol will be served as part of this Special Event).
- iii. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, 2025, and Sunday, December 7, 2025 (**Alcohol will be served as part of this Special Event only on Saturday, December 6, 2025**).

All sales and service of beer and wine and outdoor possession and consumption of beer and wine shall be limited to the “Outdoor Licensed Premises”, as shown on the attached Site Plans, on the Special Event Dates. The **“last call” deadline** shall be thirty (30) minutes before the closing time of the Special Events. Consumption of beer and wine shall be limited to the Outdoor Licensed Premises during the Special Events Dates. The license fee shall be considered to be included in the payment of the required liquor license fee submitted by the Special Events Applicant to the Village for the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License.

B. Setup and Removal: The Special Events Applicant and its employees and agents and any Co-Liquor License Holders and their employees and agents shall be allowed the use of the Licensed ROW Area, as shown on the attached Site Plans, during the **three-hour period immediately prior to the start of each Special Event, or as otherwise allowed by the Village Manager**, only for purposes of setting up the beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events, and shall immediately remove the beer and wine tent and alcoholic beverage sales/consumption area and the other structures required for the Special Events at the conclusion of the Special Events from the Licensed ROW Area. The temporary, non-exclusive license granted under this Agreement to **use the Licensed ROW Area for the Special Events and for a beer and wine tent and alcoholic beverage sales/consumption area terminates one (1) hour after the completion of each Special Event**. The removal of the beer and wine tent and the alcoholic beverage sales/consumption area and other structures required for the Special Events from the Licensed ROW Area shall be **completed by no later than one (1) hour after the conclusion of each Special Event. If any of the Special Events require a stage, the stage shall be removed prior to 11:00 A.M. the next day following the Special Event, or as allowed by the Village Manager.**

C. Termination. This Agreement shall terminate following the conclusion of the last Special Event Date, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Special Events Applicant and any Co-Liquor License Holders set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) below shall survive the termination of this Agreement, until those obligations are fully satisfied by the Special Events Applicant and any Co-Liquor License Holders.

2. Condition of Premises. By taking possession of the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders accept the Licensed ROW Area and the Outdoor Licensed Premises in the condition existing as of each of the Special Event Dates. The Special Events Applicant and any Co-Liquor License Holders acknowledge that they have inspected the Licensed ROW Area and the Outdoor Licensed Premises and acknowledge that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area and the Outdoor Licensed Premises. The Special Events Applicant and any Co-Liquor License Holders acknowledge that the Village has made no representations or promises to the Special Events Applicant and any Co-Liquor License Holders to alter, repave or otherwise improve the condition of the Licensed ROW Area and the Outdoor Licensed Premises.

3. Use. The Special Events Applicant and any Co-Liquor License Holders shall be permitted to the temporary, non-exclusive use of the Licensed ROW Area to operate the Special Events, and the Special Events Applicant and any Co-Liquor License Holders shall be permitted to maintain a beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events within the Outdoor Licensed Premises on each of the Special Event Dates during the hours authorized above in Section 1. The Special Events Applicant's and any Co-Liquor License Holders' use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, County, State and federal authorities now in force, or which may hereafter be in force,

pertaining to the Licensed ROW Area and the Outdoor Licensed Premises, including the Liquor License Ordinance.

4. Care and Maintenance of Premises. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense and at all times, be responsible for maintaining the Licensed ROW Area and the Outdoor Licensed Premises in good condition, and free from litter and other debris generated by the Special Events. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense, hire personnel to clean up all litter and debris from patrons and attendees of the Special Events, to wash the Licensed ROW Area and the Outdoor Licensed Premises in order to remove any food or drink residue, and to repair or replace any damaged public property caused during the Special Events.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Special Events Applicant and any Co-Liquor License Holders, at their own expense, shall return and restore the Licensed ROW Area and the Outdoor Licensed Premises to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct the Special Events Applicant and any Co-Liquor License Holders to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area and the Outdoor Licensed Premises to its previous condition.

6. Compliance with Laws. The Special Events Applicant's and any Co-Liquor License Holders' use of the Licensed ROW Area and the Outdoor Licensed Premises is contingent upon their continuing compliance with all State, County and local regulations relative to the operation of the beer and wine tent(s) for the retail sale and service of beer and wine and the alcoholic beverage sales/consumption area(s) and other structures required for the Special Events, including, but not limited to:

- A. Compliance with all State, County and local laws and regulations pertaining to the serving of beer and wine.
- B. Compliance with the provisions of the Liquor License Ordinance (**Exhibit "B"**), including the "Special Events Site Plan" approved therein.
- C. Compliance with all State, County and Village health code regulations.
- D. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code.

7. Interference With Access. The Special Events Applicant and any Co-Liquor License Holders represent and warrant that its/their use of the Licensed ROW Area and the Outdoor Licensed Premises shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Special Events Applicant and any Co-Liquor License Holders shall maintain within the Licensed ROW Area and the Outdoor Licensed Premises adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles within the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area and the Outdoor Licensed Premises or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with

the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or sub-letted by the Special Events Applicant and any Co-Liquor License Holders without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the Special Events Applicant's and any Co-Liquor License Holder's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area and the Outdoor Licensed Premises at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Special Events.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree as follows:

A. Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree to protect, indemnify, save and hold forever harmless the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Special Events Applicant and any Co-Liquor License Holders and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Special Events and any activities associated with the Special Events, including but not limited to the retail sale, service and consumption of alcohol as part of the Special Events.

B. Risk Of Injury. The Special Events Applicant and any Co-Liquor License Holders assume the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

C. Waiver Of Claims. The Special Events Applicant and any Co-Liquor License Holders agree to waive and relinquish any and all claims or causes of action of any kind that they or their officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

D. Release From Liability. The Special Events Applicant and any Co-Liquor License Holders fully release and discharge the Village and the Village Affiliates from any and all claims or causes of action of any kind, including, but not limited to, illness, injury, death, damages or losses which the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

11. Insurance. During the term of this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Special Events as noted below. The Special Events Applicant and any Co-Liquor License Holders shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- B. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- C. Workers’ Compensation – Statutory (The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage).
- D. Dram Shop - Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code). **(The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage for the Special Events only.)**

The Special Events Applicant and any Co-Liquor License Holders shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “C”** and made a part hereof. The Special Events Applicant and any Co-Liquor License Holders shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Special Events Applicant and any Co-Liquor License Holders shall also carry, during the life of this Agreement, a Worker’s Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Special Events Applicant’s and any Co-Liquor License Holder’s policy or policies of insurance shall specifically recognize and cover the Special Events Applicant’s and any Co-Liquor License Holder’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Special Events Applicant and any Co-Liquor License Holders shall be primary and exclusive for these Special Events. The Village’s 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 not contribute to or be available for use in any claims since the Village is not serving any alcohol nor is it an employer of any of employees of the Special Events Applicant and any Co-Liquor License Holders.

All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon the Special Events Applicant’s and any Co-Liquor License Holders’ failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Special Events Applicant and any Co-Liquor License Holders shall be primary to the Village’s own insurance.

12. Alterations. The Special Events Applicant and any Co-Liquor License Holders shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area and the Outdoor Licensed Premises, which consent may be withheld in the Village’s

sole discretion. All alterations and additions to the Licensed ROW Area and the Outdoor Licensed Premises, whether temporary or permanent in character and whether made or paid for by the Special Events Applicant or any Co-Liquor License Holders or the Village, shall, without compensation to Special Events Applicant and any Co-Liquor License Holders, become the Village's property upon installation on the Licensed ROW Area or the Outdoor Licensed Premises and shall, unless the Village requests its/their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Special Events Applicant and any Co-Liquor License Holders shall pay for all alteration work. Upon completion of all alteration work, the Special Events Applicant and any Co-Liquor License Holders shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Special Events Applicant and any Co-Liquor License Holders shall not permit any mechanics lien to be filed against the Licensed ROW Area and the Outdoor Licensed Premises, and they agree to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection with the Village's involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Special Events Applicant and any Co-Liquor License Holders and its/their agents that, if the Special Events Applicant and any Co-Liquor License Holders perform any alterations to the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area and the Outdoor Licensed Premises to the full extent possible under the provisions of this Section 10 and Section 12 below.

The Special Events Applicant and any Co-Liquor License Holders shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Special Events Applicant and any Co-Liquor License Holders or occurrences shall constitute an "Event of Default":

- A. Failure or refusal by the Special Events Applicant and any Co-Liquor License Holders to comply with any of its/their obligations set forth in this Agreement; or
- B. The entry of a decree or order for relief by a court having jurisdiction over the Special Events Applicant and any Co-Liquor License Holders in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of the Special Events Applicant's and any Co-Liquor License Holders' obligations hereunder; or

- C. The commencement by the Special Events Applicant and any Co-Liquor License Holders of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or
- D. Cancellation of the Special Events without a rescheduled date.

14. Village's Remedies on Default. If the Special Events Applicant and any Co-Liquor License Holders default in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Events of Default, the Village shall give the Special Events Applicant and any Co-Liquor License Holders written or verbal notice of such default; and if the Special Events Applicant and any Co-Liquor License Holders do not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Special Events Applicant and any Co-Liquor License Holders shall promptly remove their personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area and the Outdoor Licensed Premises.

15. Non-Waiver. Failure by the Special Events Applicant and any Co-Liquor License Holders or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Special Events Applicant and any Co-Liquor License Holders and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area or the Outdoor Licensed Premises, or because of any act, which may arise out of the possession of the Licensed ROW Area or the Outdoor Licensed Premises, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for any subsequent special event(s).

18. Notices. Any notice which any Party may or is required to give shall be given by hand delivery or mailing the same, by United States Certified Mail, postage prepaid, to the Special Events Applicant and any Co-Liquor License Holders at their current business address or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Special Events Applicant and any Co-Liquor License Holders. The Special Events Applicant and any Co-Liquor License Holders agree that, in the event the Village exercises its right to terminate this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to restore the Licensed ROW Area and the Outdoor Licensed Premises to its condition as of

the Special Event Dates, as required by Section 5 above. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

21. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

22. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Special Events Applicant and any Co-Liquor License Holders or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible as evidence in any action in which the terms of this Agreement are sought to be enforced.

23. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

24. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties below have executed this Agreement on behalf of the Village of Western Springs and the Western Springs Business Association.

VILLAGE OF WESTERN SPRINGS

**WESTERN SPRINGS
BUSINESS ASSOCIATION**

By: _____
Heidi Rudolph, Village President

By: _____
Jeff Dulla , President

Date: March 24, 2025.

Date: _____, 2025.

NOTE: The Acknowledgement and Signature Pages to this Agreement for each Co-Liquor License Holder of a Class "J" Special Events Liquor License shall be attached to this Agreement following this page and shall be incorporated into this Agreement by reference.

**Acknowledgement and Signature Page
for the Co-Liquor License Holder
of a Class "J" Special Events Liquor License
to the License And Indemnification Agreement
for Temporary Use of A Public Right-Of-Way
to Conduct Special Events and to Operate A Beer And Wine Retail Sales Tent
And Alcoholic Beverage Sales/Consumption Area at
the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events**

**[Western Springs Business Association for 2025 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

I, the undersigned Co-Liquor License Holder, agree to comply with and fulfill each and every term, condition and obligation set forth above in the attached License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Conduct Special Events and To Operate A Beer And Wine Retail Sales Tent And Alcoholic Beverage Sales/Consumption Area At the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events and the Village Ordinance granting a Class "J" Liquor License to the Western Springs Business Association for the 2025 Special Events.

NAME: _____ d/b/a _____

By: _____
Jeff Dulla
President / Authorized Officer

Date: _____, 2025

Group Exhibit "A"

Site Plans of Licensed ROW Area to be used for the Special Events

Site plans from 2024 provided for reference. Site plans for 2025 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

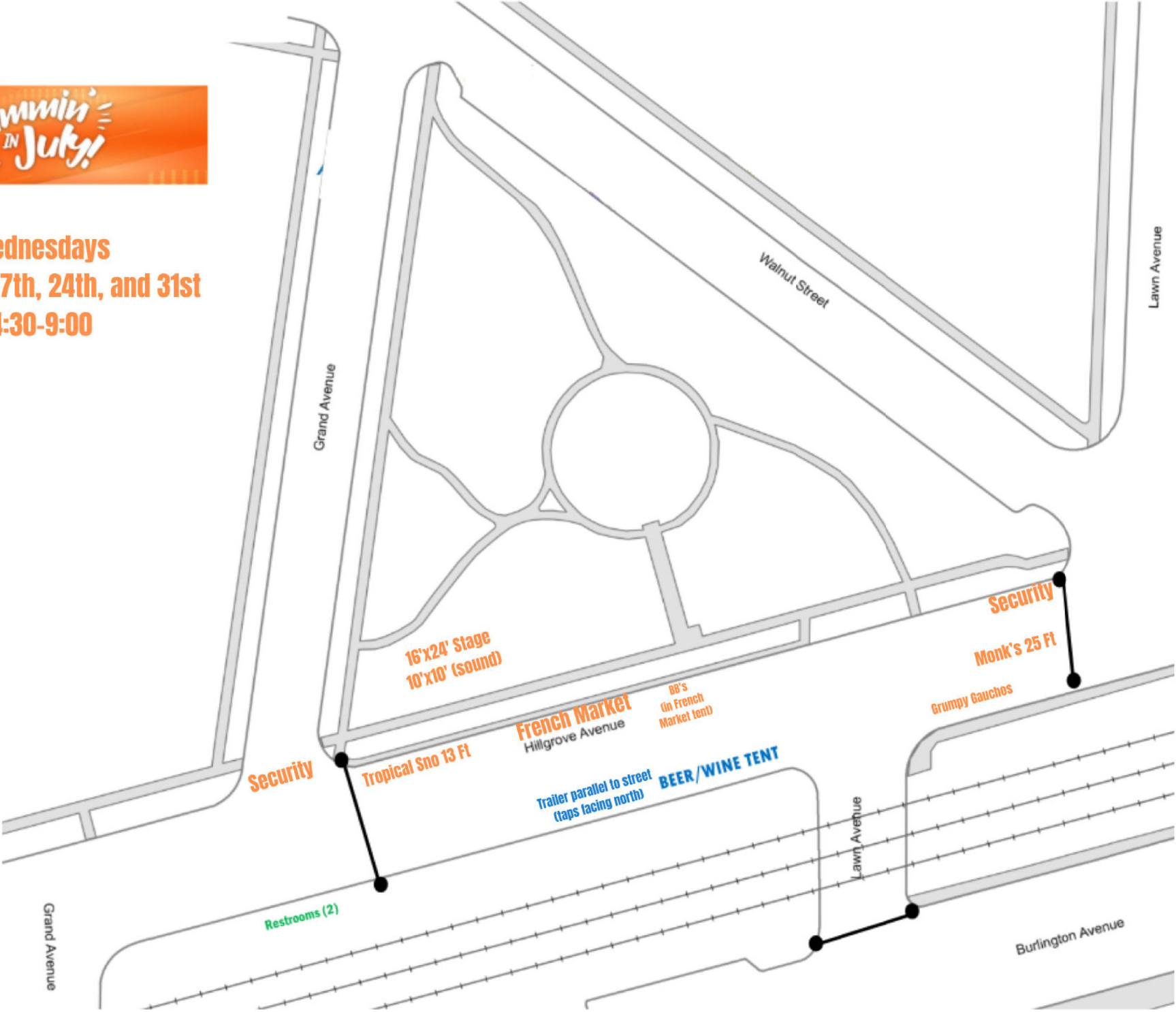
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm

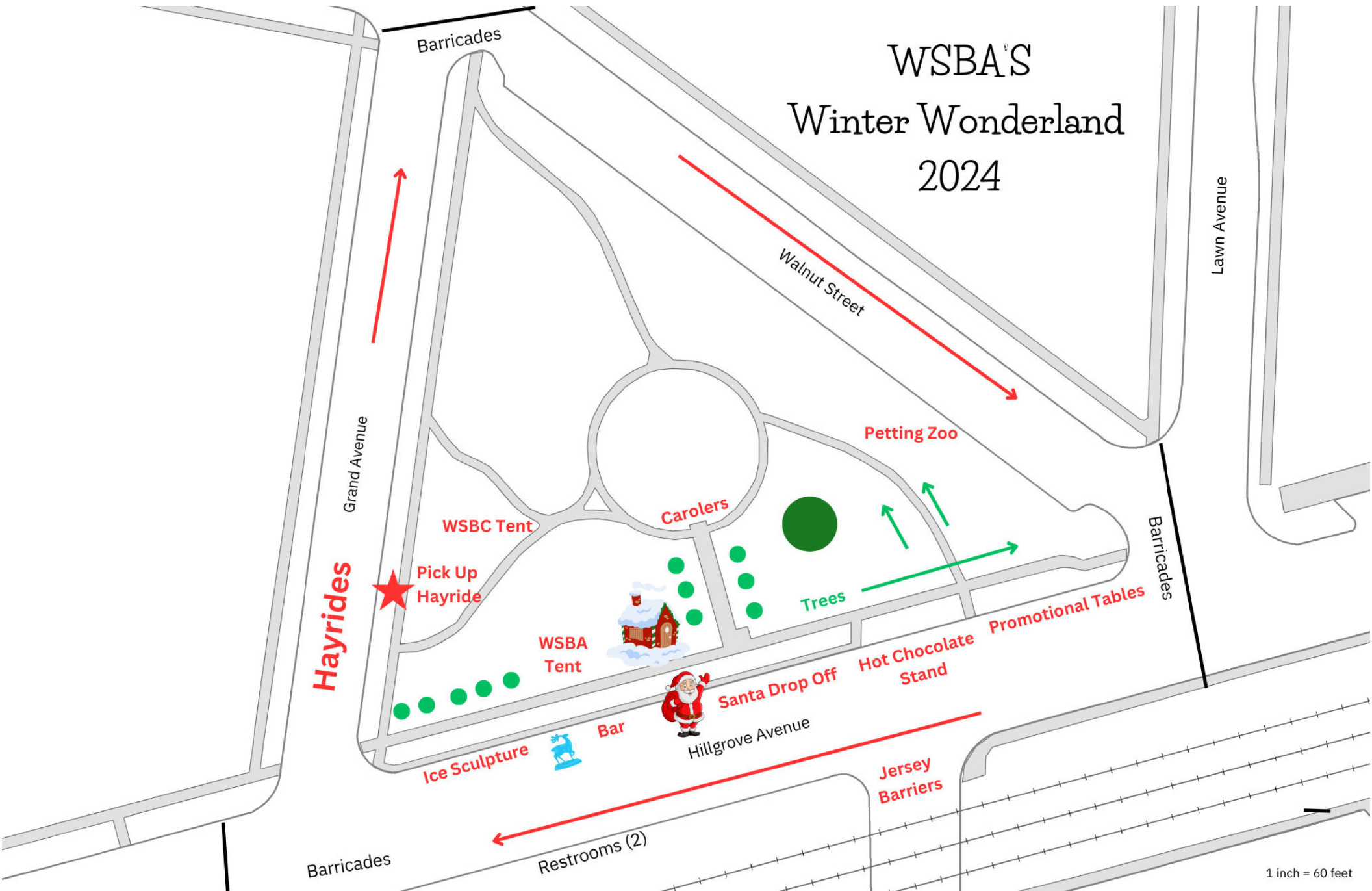




Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



1 inch = 60 feet

Exhibit "B"

Ordinance No. _____

**Approval of the Class "J"
(Special Events On Village Owned Property; Beer and Wine Only)
Liquor License**

(attached)

Exhibit "C"

Insurance Certificates

(attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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 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 Peterson & Associates Insurance Agency, Inc. 1000 Hillgrove, Suite 200 Western Springs, IL 60558	CONTACT NAME: Craig Peterson	
	PHONE (A/C, No, Ext): (708) 286-1300	FAX (A/C, No): (708) 286-1301
	E-MAIL ADDRESS: craig@petersonandassociates.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United States Liability Co.	
	INSURER B: Mt Vernon Fire Insurance Co.	
	INSURER C: National Specialty Ins. Co.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

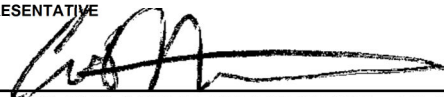
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	X		NBP1556488F	03/16/24	03/16/25	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
B	UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE	X		XL2560805B	09/28/23	09/28/24	AGGREGATE \$ 1,000,000
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Special Event Liquor Liability	X		JFL/LIQ/242574	06/20/24	06/20/25	\$1,000,000 per occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liquor Liability Insurance for the above named insured's, covering: Gathering on the Green, 6/21/2024; Jammin in July Events on 7/10/24; 7/17/24; 7/24/24; 7/31/24 and Winter Wonderland, 12/7/24. All events held at the Tower Green, Western Springs. The Village of Western Springs, its former, current, and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents are listed as additional insured.

CERTIFICATE HOLDER Village of Western Springs 740 Hillgrove Ave 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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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 APPROVING THE CREATION OF A
CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY)
LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR
THE 2025 SPECIAL EVENTS**

**TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT
RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET
AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION
AGREEMENT FOR THE SPECIAL EVENTS**

**(Gathering on the Green: Friday, June 27, 2025; Jammin' in July: Wednesday, July 9, 2025,
Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025;
and Winter Wonderland: Saturday, December 6, 2025)**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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, and that it has been published by me in pamphlet form on the date set forth below.

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

[SEAL]

Edward Tymick, Village Clerk

Exhibit "C"

Insurance Certificates

(attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

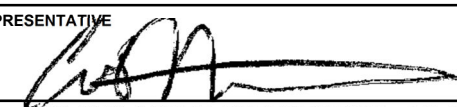
PRODUCER Peterson & Associates Insurance Agency, Inc. 1000 Hillgrove, Suite 200 Western Springs, IL 60558	CONTACT NAME: Craig Peterson	
	PHONE (A/C, No, Ext): (708) 286-1300	FAX (A/C, No): (708) 286-1301
	E-MAIL ADDRESS: craig@petersonandassociates.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United States Liability Co.	
	INSURER B: Mt Vernon Fire Insurance Co.	
	INSURER C: National Specialty Ins. Co.	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	X		NBP1556488F	03/16/24	03/16/25	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE	X		XL2560805B	09/28/23	09/28/24	AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Special Event Liquor Liability	X		JFL/LIQ/242574	06/20/24	06/20/25	\$1,000,000 per occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liquor Liability Insurance for the above named insured's, covering: Gathering on the Green, 6/21/2024; Jammin in July Events on 7/10/24; 7/17/24; 7/24/24; 7/31/24 and Winter Wonderland, 12/7/24. All events held at the Tower Green, Western Springs. The Village of Western Springs, its former, current, and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents are listed as additional insured.

CERTIFICATE HOLDER Village of Western Springs 740 Hillgrove Ave 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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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 APPROVING THE CREATION OF A
CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY)
LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR
THE 2025 SPECIAL EVENTS
TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT
RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET
AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION
AGREEMENT FOR THE SPECIAL EVENTS
(Gathering on the Green: Friday, June 27, 2025; Jammin' in July: Wednesday, July 9, 2025,
Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025;
and Winter Wonderland: Saturday, December 6, 2025)**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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, and that it has been published by me in pamphlet form on the date set forth below.

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

[SEAL]

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 6.B.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Daisy Chavez, Assistant to the Village Manager

RE: [Previously discussed] An Ordinance Approving the Personnel Policy & Procedures Manual Update (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on March 6, 2025 and recommended the approval of the updates to the Personnel Policies & Procedures Manual to the Village Board. The Village Board of Trustees reviewed and discussed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

Background

The Personnel Policy & Procedures Manual is a comprehensive document used to guide employees with the required policies and certain benefits of employment with the Village of Western Springs. During the past eleven years, the Village Board approved updates to the manual including those that were the result of changing laws such as the Harassment Prevention policy and, most recently, the Chapter 5 of this manual which governs policies for Paid Leave. Many chapters of the manual have not been updated since 2013, with updates to the law being implemented under separate administrative policies. The Village Manager's Office team prepared an updated manual for consideration by the Village Board which incorporates changes in state/federal laws and policy changes proposed by the Village Manager. Each policy was reviewed in detail by the Village Labor Attorney Jill Leka. Feedback received from Department Directors and HR consultant Stephana Przybylski was considered at multiple steps in the update process. Benefits-related policies were also reviewed by the Horton Group's compliance team.

Summary of Proposed Changes

The proposed changes are found throughout the manual and include updates to comply with current state/federal law. The list below is a brief overview of major changes:

- Comprehensive updates to identified titles (i.e. Department Director) to adhere to the current organizational structure.
- Replacement of gender-specific identifiers and other language to meet Society for Human Resource Management (SHRM) best management practices.
- Employee Definitions - Includes regular part-time and Paid On-Call Firefighter positions.

- Non-Harassment, Discrimination and Other Inappropriate Behavior - Updated to include all current state/federal standards and combine a separate administrative policy into the manual.
- Drug Free Workplace Policy - Updated to include language related to cannabis.
- Paid Leave - Chapter 5 was updated in 2024, but minor edits were made to Bereavement Leave, due to changes in the law, and to Personal Time, to better identify when that time is available to new employees.
- Americans with Disability Act (ADA) Compliance - Added section to adhere to current state/federal ADA standards.
- Travel and Conference Policy - Removed the full policy which is currently attached as an appendix. Staff is in the process of updating the policy and it will remain referenced in this manual, The policy will reside in the Administrative Policy Manual to allow for changes to be made from time to time with approval by the Village Manager.
- Tuition Reimbursement Policy - Removed the full policy which is currently attached as an appendix. Staff is in the process of updating the policy and it will remain referenced in this manual. The policy will also reside in the Administrative Policy Manual to allow for changes to be made from time to time with approval by the Village Manager.
- Victims' Economic Security and Safety Act (VESSA) - Updated to adhere to current state/federal standards.

Financial Impact

None.

Recommended Motion

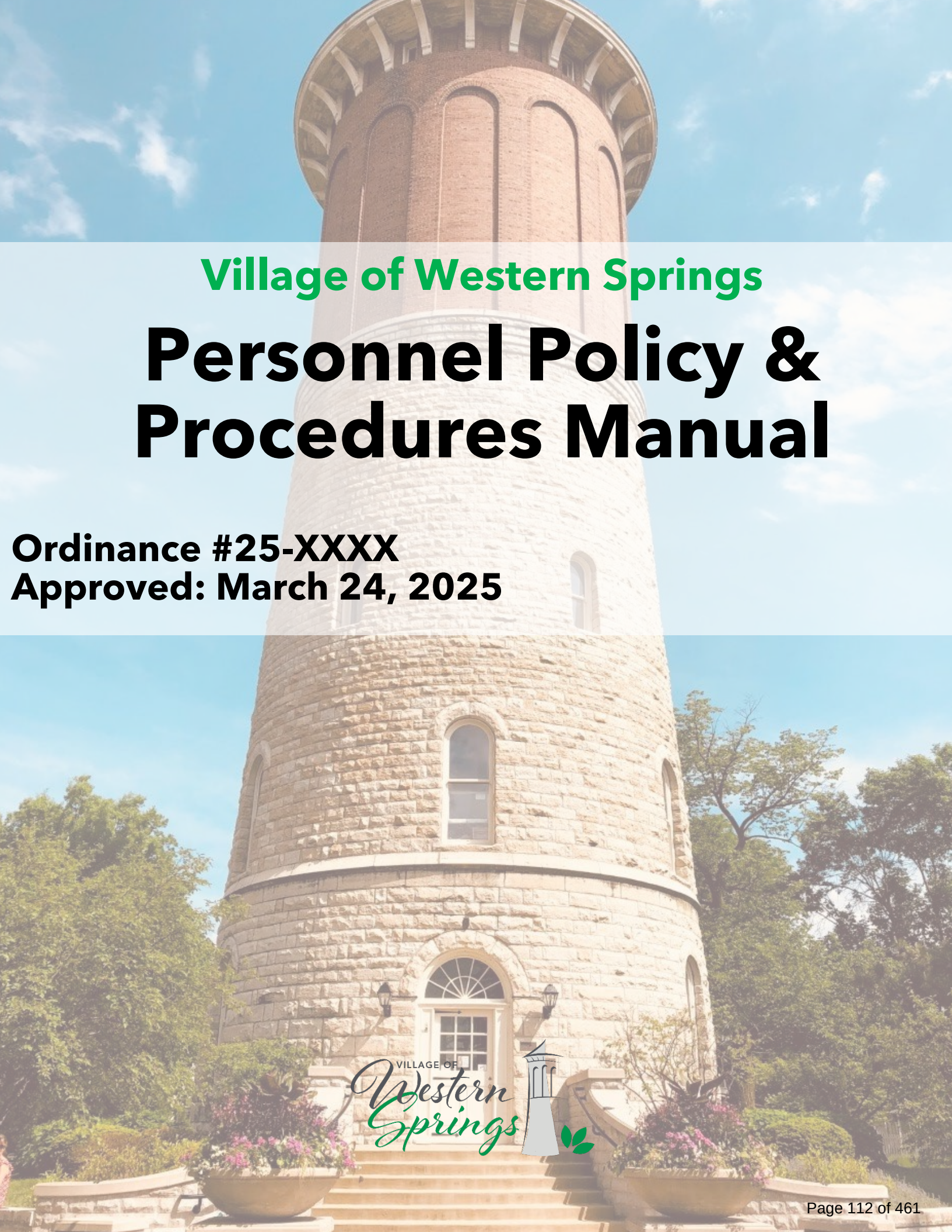
I move to approve an Ordinance authorizing the updates to the Personnel and Policies Procedure Manual as presented.

Strategic Plan Alignment

- Organizational Development

File Attachments

1. Proposed Personnel Policies and Procedures Manual (2.25.25)
2. Ordinance Approving and Authorizing an Updated Personnel Manual



Village of Western Springs

Personnel Policy & Procedures Manual

Ordinance #25-XXXX
Approved: March 24, 2025



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WELCOME and congratulations on becoming a valued member of the work team of the Village of Western Springs!

The Village takes pride in the abilities, dedication and accomplishments of its employees. Now, as a member of this group, you will be called upon to make a significant contribution to the continuing progress, sustainability, and growth of our community.

As a Village employee, your most important responsibility is to the residents of our community. Our residents care very much for their homes, neighbors, schools, parks, library, and commercial areas and deserve the highest level of service a local government can provide. We always regard residents and visitors in our community with courtesy and consideration and make every effort to respond their concerns. We know from experience that you will find these attributes returned in kind by our residents.

Always remember, when encountering visitors, residents and business owners/employees, that you might be their first or only contact with the Village government. Therefore, your interactions shape how residents perceive the Village as a whole. Your professionalism and attitude directly reflect on the entire Village organization and community. The trust and confidence of our residents rely on your commitment to the highest quality service.

We are excited to have you on board and look forward to working together.

Welcome to the Western Springs team!

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THE VILLAGE OF WESTERN SPRINGS
PERSONNEL POLICY & PROCEDURE MANUAL
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CHAPTER 1 - GENERAL INFORMATION

SECTION 1.1 PURPOSE

The purpose of this manual is to familiarize the employee with the policies and benefits of the Village of Western Springs. This manual does not, and is not intended to cover every aspect of Village operations. Nothing in this manual is intended to, or shall create any contractual obligations of any kind and all provisions in the manual are subject to change by the Village at any time, with or without notice, if it is in the best interests of the Village to do so. No policy, benefit, or procedure set forth in the manual implies or may be construed to imply this manual to be an obligation of the Village or an employment contract. No promise of employment or employment-related benefit(s) for any specific period of time is offered, established, or to be implied, in or from anything in this manual. No representative of the Village has any authority to enter into any agreement for employment for any specified period of time or agreement for remuneration or any other benefit of employment, except its Village Manager and Board of Trustees, and even then, only if that agreement is in writing and is signed by the Village President and the employee. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee. All employees of the Village, unless otherwise provided in a collective bargaining agreement or a written employment agreement approved by the Village President and Board of Trustees, shall remain "at will" employees - meaning that the employment relationship can be terminated by either party at any time, for any reason, with or without cause, and with or without notice.

In the event any of the provisions of this manual conflict with the laws of the State of Illinois or the Federal Government, the latter shall take precedence.

Any questions regarding policies or benefits should be discussed with the Supervisor, Department Director or the personnel officer.

AT-WILL EMPLOYMENT STATEMENT

This Handbook is not intended to create any sort of contract of employment. Your employment with the Village is voluntary and is subject to termination by you or the Village at will, with or without cause, and with or without notice, at any time, unless otherwise stated in a collective bargaining agreement or other written agreement applicable to you. Nothing in these policies shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of Village employees. These personnel policies are not intended to be a contract of employment.

SECTION 1.2 POSITIONS COVERED BY THESE RULES AND REGULATIONS

These personnel rules and regulations shall apply to all positions in the Village employment now existing or hereafter created.

For classified personnel who are subject to the provisions of the rules and regulations of the Board of Fire and Police Commissioners, the provisions of these personnel rules and regulations shall apply when not inconsistent with, or contrary to the provisions of the rules and regulations of the Board of Fire and Police Commissioners or when the BFPC rules are silent on a topic.

For employees covered by a separate collective bargaining agreement, the non-economic provisions of these policies shall apply except in the event of a specified conflict with the provisions of these personnel rules and regulations. If there is a conflict, the non-economic provisions of the collective bargaining agreement shall apply. Additionally, Village departments may establish working regulations and operating procedures to supplement the rules and regulations set forth in this Manual.

SECTION 1.3 ORGANIZATION OF VILLAGE GOVERNMENT

The Village of Western Springs was incorporated in 1886 under the general Illinois Statutes governing cities and villages. It adopted the Council-Manager form of government in 1948.

The Village legislative and governing body is comprised of a President, six (6) Trustees (the "Village Board"), and a Village Clerk. All elected Village officers serve four-year staggered terms.

The Village Manager is the Chief Administrative Officer of the Village and is responsible for the management of all Village operations, under the policy direction of the Village President and the Board of Trustees.

Directors are appointed to administer the various Village operating areas under the direction of the Village Manager for the service needs and responsibilities assigned to their department.

SECTION 1.4 ADMINISTRATION OF MANUAL

All employees of the Village are expected to comply with the policies and procedures contained in this Manual. Department Directors and supervisors are responsible for administering these policies in a consistent manner, although Department Directors may adopt departmental working regulations and operating procedures to supplement these policies. Supervisors are responsible for administration of the policies on a day-to-day basis, and the Village encourages employees to approach

supervisors with questions about this Manual or any other aspect of their employment. In all regards, the Village Manager has the ultimate administrative responsibility for the interpretation of these personnel rules and regulations.

SECTION 1.5 EQUAL EMPLOYMENT OPPORTUNITY

The Village of Western Springs is committed to the principles of equal employment opportunity and will treat all employees and qualified applicants equally regardless of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, citizenship status, unfavorable discharge from military service, pregnancy, marital status, order of protection status, family responsibilities and reproductive health decisions or any other category or characteristic protected by applicable federal, state or local law. It is the Village's policy to comply fully with all federal, state and local laws and ordinances which ban discrimination and harassment in the workplace.

This policy applies to all employment decisions and practices, including but not limited to recruiting, hiring, advertising, promotion, training, employee development, compensation, reductions in force, discipline and termination.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their supervisor or the personnel officer. Any form of retaliation against an employee is strictly prohibited; therefore, employees can raise concerns and make reports without fear of reprisal. Any employee found to be engaging in any type of discriminatory conduct contrary to this policy will be subject to disciplinary action up to and including termination of employment. The complaint reporting procedure is set forth in Section 1.6.

SECTION 1.6 NON-HARASSMENT, DISCRIMINATION AND OTHER INAPPROPRIATE BEHAVIOR

The Village of Western Springs is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment, the Village will not tolerate any form of discrimination or harassment that violates this policy. This policy prohibits any employee, supervisor, elected official, contractor, vendor, client, customer or other person to discriminate against or harass any employee of the Village of Western Springs and prohibits third parties from discriminating against or harassing employees.

Discrimination occurs when an individual is treated differently based on the individual's protected status. Harassment is a form of discrimination. Harassment occurs when a tangible employment action and/or any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability,

citizenship status, unfavorable discharge from military service, pregnancy, marital status, order of protection status or any other category or characteristic protected by applicable federal, state or local law. The Village will not tolerate harassing conduct that results in tangible employment action (e.g. a change in employment status), that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment.

Prohibited conduct includes, but is not limited to: unwelcome touching, gestures, epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; written or graphic material circulated in hard copy or via any electronic or digital means, available on the Village's computer system, or posted or distributed within or outside the workplace, including but not limited to email, social media or texting that shows hostility toward a person or persons because of their protected status.

Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment under the law, the Village discourages any such conduct.

Sexual harassment deserves special mention. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct based on sex constitutes sexual harassment when (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassing conduct based on gender may or may not be sexual in nature, however, this policy prohibits harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also prohibited by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or different genders. This policy prohibits harassment based on gender regardless of whether it rises to the level of a legal violation. The Village considers the following conduct to represent some of the types of acts that violate the Harassment Policy:

- Physical assaults of a sexual nature including but not limited to rape, sexual battery, molestation; intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, etc.;
- Unwanted sexual advances, propositions or other sexual comments including, but not limited to sexually oriented gestures, noises, remarks, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct;

- Sexual or discriminatory displays or publications anywhere in or outside the workplace or via any electronic, social media or digital communication by a Village employee including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning, or pornographic.

Everyone is responsible for contributing to a workplace that is free from prohibited discrimination or harassment. Every employee and third party are expected to refrain from any behavior or conduct that could reasonably be interpreted as prohibited harassment or discrimination; no employees, not even the highest ranking people in the Village or third parties are exempt from the requirements of this policy.

Employees are expected to come forward promptly and report any problems pursuant to this policy before the behavior becomes severe or pervasive. All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need- to -know basis. Complaints need not be limited to someone who is the target of the offending conduct; anyone who observes a possible violation of this policy is also required to report such conduct. If an employee or third party experiences or witnesses any conduct, they believe is inconsistent with this policy, the Village expects the employee to promptly notify the personnel officer or Village Manager in writing or orally. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination, but the Village does encourage employees to tell an offender that the conduct is unwelcome. Any supervisor who receives a complaint, observes conduct or is informed of conduct that may be inconsistent with this policy is expected to promptly report such conduct to the personnel officer or Village Manager. A supervisor's failure to make a report constitutes a violation of this policy. There should be no assumption by an employee that the Village is aware of an incident if the employee fails to report it.

In addition to the process outlined above, elected and appointed officials should notify the Village Manager directly of any allegations of harassment or discrimination by another elected or appointed official. After receiving the complaint, the Village Manager will initiate an investigation using an outside qualified investigator not employed by the Village or elected to a Village office. The outcome of the independent review will be reported to the corporate authorities.

All reports describing conduct that is inconsistent with this policy will be investigated promptly. The Village will make a reasonable effort to conduct any investigation in as confidential manner as practicable. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Village might also, conclude, depending on the

circumstances, either that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy. If the person who engaged in harassment is not employed by the Village, then the Village will take whatever corrective action is reasonable and appropriate under the circumstances.

The policy provides for immediate notice of problems to the Village officials listed above, so that the Village may address and resolve any problems without waiting for any legal proceedings to run their course. However, employees may also file a charge of discrimination in writing with the IDHR within two (2) years of the occurrence, which if substantiated can be heard before the Illinois Human Rights Commission or the courts or alternatively, with the EEOC within 300 days of the occurrence at:

Illinois Department of Human Rights
100 W. Randolph Street, Suite 10-100
Chicago, Illinois 60601
(312) 814-6200

Illinois Human Rights Commission
100 W. Randolph Street, Room 5-100
Chicago, Illinois 60601
(312) 814-6269

Equal Employment Opportunity Commission
500 West Madison Street, Suite 2800
Chicago, Illinois 60661-2511
1-800-669-4000

No one making a complaint in good faith will be retaliated against even if the complaint is not substantiated. The Village prohibits that any employee treat any other employee, former employee, applicant or third party adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, for filing an administrative claim with the EEOC or a state governmental agency, or for otherwise engaging in conduct protected by the Illinois Whistleblower Act. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above.

False or frivolous complaints refer to cases in which the accuser is acting in bad faith and using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. False accusations of sexual harassment can have serious effects on innocent men and women. Given the seriousness of the consequences for the accused, a false or frivolous complaint is a severe offense that can result in disciplinary action up to and including dismissal.

SECTION 1.7 PROHIBITION ON RETALIATION AGAINST A WHISTLEBLOWER

It is prohibited for the Village, any agent or representative of the Village, or another employee of the Village to retaliate against an employee or contractor who (1) reports an improper governmental action pursuant to 50 ILCS 105/4.1, (2) cooperates with an investigation by an auditing official related to a report of improper governmental action, or (3) testifies in a proceeding or prosecution arising out of an improper governmental action.

1.7.1 Definitions

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in the Village whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the Village; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness, and integrity in the administration of the programs and operations of the Village. If the Village does not have an "auditing official," the "auditing official" shall be the Cook County State's Attorney.

"Employee" means anyone employed by the Village, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under 50 ILCS 105/4.1.

"Improper governmental action" means any action by a Village employee, an appointed member of a board, commission, or committee, or an elected official of the Village that is in violation of a federal, State, or Village law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the official duties of an employee, elected official, board member, commission member, or committee member to be subject to a claim of "improper governmental action". "Improper governmental action" does not include Village personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in

pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate," "retaliation," or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under 50 ILCS 105/4.1. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under 50 ILCS 105/4.1.

1.7.2 Procedure for Reporting and Investigating Allegation of Retaliation

To invoke the protections of 50 ILCS 105/4.1 and this Policy, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of 50 ILCS 105/4.1 and this Policy must submit a written report to the auditing official within sixty (60) days of gaining knowledge of the retaliatory action. If the auditing official is the individual engaging in the improper governmental action, then a report under this section may be submitted to any State's Attorney.

Upon receipt of a written report, the auditing official shall first determine whether the report has been timely submitted. If the auditing official determines that the report has not been timely submitted, then within 14 days of receiving such report, the auditing official shall notify the employee of such finding in writing.

If the auditing official determines that the report has been timely submitted, the auditing official shall investigate the allegations contained in the report. Such investigation shall include, at a minimum, an interview with the employee and with the individual or individuals alleged to have engaged in the improper governmental action. Such investigation may also include interviews with any other witnesses deemed relevant by the auditing official and the review of any documentary evidence deemed relevant by the auditing official.

Within sixty (60) days of the auditing official having received the employee's written report alleging improper governmental action, the auditing official shall issue his or her findings as to those allegations, in writing, to the employee and to the individual or individuals alleged to have engaged in the improper governmental action. If the auditing official concludes that an improper governmental action has taken place or concludes that the Village or any of its departments, agencies, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official

shall notify in writing the Village Manager and any other individual or entity the auditing official deems necessary in the circumstances.

An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the Cook County State's Attorney.

To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

1.7.3 Remedies

The following remedies are available to employees subjected to adverse actions for reporting improper government action: (1) The auditing official may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution. (2) In instances where the auditing official determines that restitution will not suffice, the auditing official may make their investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

1.7.4 Penalties

A person who engages in prohibited retaliatory action under 50 ILCS 105/4.1 and this Policy is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

1.7.5 Notice to Employees

Every employee shall receive a written summary or a complete copy of 50 ILCS 105/4.1 and this Policy upon commencement of employment and at least once each year of employment.

SECTION 1.8 DRUG FREE WORKPLACE POLICY

1.8.1 Introduction

Drug and alcohol misuse is inconsistent with the Village's longstanding commitment to the principle that professionalism in the delivery of public service can only be maintained through an alcohol and drug-free work environment. Accordingly, this Drug Free Workplace Policy applies to all employees, including any employee covered

by a collective bargaining agreement or employment contract to the extent the policy is not inconsistent with such agreements and contracts. Employees who violate this policy are subject to appropriate discipline up to and including discharge.

Drug use poses a number of risks to the health and well-being of employees. Drugs can cause such health problems as lung cancer, obstructive pulmonary disease, chronic respiratory infections, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis. Drug and alcohol abuse frequently result in increased motor vehicle and workplace injuries, affecting not only the employee but coworkers as well.

Drugs and alcohol can also rob the user of their ability to plan for and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Lives can be ruined when illegal drug users are arrested, jailed or injured by drug-related violence.

In recognition of such problems and consequences, any employees who use drugs or abuse medication or alcohol are urged to seek treatment. The Village has an Employee Assistance Program (EAP) available to assist employees with drug and alcohol problems to select a course of action. Information about the EAP can be obtained through your immediate supervisor or the personnel officer.

1.8.2 Policy

It is the policy of the Village to take all reasonable steps to ensure a workplace free of drugs. Drugs means substances whose use or possession is controlled by state and/or federal law and/or which are not being used or possessed under the supervision of a licensed health care provider. Employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of prohibited substances, including cannabis; being under the influence of alcohol or other intoxicating substance, or abusing any drug although legally obtained (such as a prescription drug) by not using the drug for prescribed purposes or not taking the drug according to prescribed dosages at the workplace or while otherwise conducting Village business whether on or off the Village premises. Village premises includes all buildings, offices, lockers, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the Village. This policy does not prohibit the limited and responsible consumption of alcohol at professional functions an employee may attend in relation to the employee's job that does not otherwise interfere with the performance of job duties.

For purposes of this policy, prohibited substances shall be defined as any controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally

obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages. Prohibited substances include: narcotics (heroin, morphine, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.).

1.8.3 Notice of Conviction

Any employee who is convicted of, pleads guilty or no contest to, or is sentenced for a crime involving prohibited substances in the workplace must report the conviction, plea or sentence to the personnel officer within five (5) days after such conviction, plea or sentence. If an employee who is convicted of, pleads guilty to or is sentenced for a crime involving prohibited substances performs work directly relating to the Village's contracts or grants with the state or federal government, the Village will report such conviction, plea or sentence to the government within ten (10) days after it receives notice of the conviction, plea or sentence. Employees may be subject to discipline or discharge relating to any such conviction, plea or sentence or for failure to notify the Village of such conviction, plea or sentence.

1.8.4 General Work Rules

This policy does not prohibit employees from the lawful use and possession of prescribed medication. Employees must, however, consult with their doctors about the medication's effect on their ability to work safely and must promptly disclose any restrictions to their supervisor. *Employees should not, however, disclose the underlying medical condition unless specifically directed to do so.* An employee with a prescription may not be under the influence of the drug (test in excess of the prescribed limits) while on duty or working.

The personnel officer or a Department Director or designee acting upon approval of the Department Director, may direct an employee to submit for drug or alcohol testing.

1.8.5 Employee Assistance

The Village will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this or other Village policies. Such employees will be allowed to use accrued paid time off, will be placed on leaves of absence, will be referred to treatment providers, and/or will otherwise be accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests.

1.8.6 Required Testing

Pre-employment - As a component of the recruitment process, applicants for a position with the Village may be required to undergo drug and alcohol screening as part of the

pre-employment physical and medical exam. Refusal to submit to drug and alcohol screening at the time specified will result in withdrawal of any offer of employment and disqualify the applicant from further consideration. Notice of drug and alcohol screening will be provided in the position announcement. Job applicants for positions that require a Commercial Driver's License will be tested according to the U.S. DOT regulations.

Applicants for initial hire whose drug and alcohol screening results are confirmed positive will be deemed to have failed the pre-employment physical examination and will not be offered employment.

Reasonable Suspicion - Employees are subject to testing if a Department Director or designee reasonably suspects them of using or being under the influence of alcohol or drugs while they are working or are present on Village premises or otherwise receives credible evidence that the employee is using or under the influence of alcohol or drugs. The determination that an employee is under the influence of alcohol or drugs may be made based on an employee's actions, appearance, speech, the odor of drugs or alcohol, or reasonable information from a third party which reasonably causes a Department Director to conclude that an employee is impaired or may be using prohibited drug, or based on a confirmed positive test.

Post-Accident: Employees are subject to testing when they cause or contribute to accidents which seriously damage a vehicle or Village machinery, equipment, or result in an injury to the employee or any other person requiring emergency medical treatment away from the scene of the accident.

Employees who are required to have a commercial driver's license (CDL) for their position are subject to testing in accordance with the U.S. DOT regulations and applicable Village policy.

1.8.7 Collection and Testing Procedures

Employees subject to alcohol testing shall be sent or driven to a Village designated health clinic and directed to provide breath specimen. Specimen shall be collected by trained technicians using federally approved testing devices which are regularly calibrated and capable of producing printed results that identify the employee.

Applicants and employees subject to drug testing shall be sent or driven to a Village designated clinic and directed to provide urine specimen. Applicants and employees may provide a split specimen and may provide the specimen in private unless they appear to be submitting or have submitted an altered, adulterated or substitute specimen. Collected specimen shall be sent to a federally-certified laboratory and tested for evidence of, at a minimum, cannabis, cocaine, opiate, amphetamine, PCP and all other "controlled substances" as defined by the federal Controlled Substances

Act (21 U.S.C. § 812). A chain of custody shall be established from the time specimen are collected through testing and storage. All testing and laboratories shall be as provided by the Substance Abuse and Mental Health Services Administration (SAMHSA).

The laboratory shall transmit positive drug test results to a medical review officer (MRO) retained by the Village, who shall offer persons with positive results a reasonable opportunity to establish whether their results are caused by prescribed medicines or lawful substances. Persons with positive test results may ask the MRO to have their split specimen sent to another federally-certified laboratory to be tested at their own expense. Such requests must be made within three days of the notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as having passed the test.

1.8.8 Consequences

Employees who refuse to cooperate in required tests, who test positive for being under the influence of alcohol or drugs (over the proscribed limits), or who use, possess, buy, sell, manufacture or dispense drugs or alcohol in violation of the Policy will be subject to discipline up to and including discharge. Refusal to cooperate means to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen for testing when directed. In addition, eligible employees will also have applicable violations entered into the Drug & Alcohol Clearinghouse.

1.8.9 Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Medical Review Officer shall be kept confidential and shall be maintained in secure files separate from normal personnel files. Such records and information may be disclosed among Department Directors and supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

SECTION 1.9 WORKPLACE VIOLENCE

The Village is committed to promptly responding to situations that involve the potential for violent behavior that are brought to the Village's attention. Any employee who threatens or attempts to intimidate or commit an act of violence or actually intimidates or commits an act of violence toward any other employee, member of the public, or other third party on Village premises or in the performance of Village duties will be subject to discipline, up to and including termination. Any employee who is subject to or witnesses such conduct by an employee or third party should report the incident

immediately to any supervisor and to the Village Manager. Any supervisor who witnesses or receives a report of conduct contrary to this policy shall promptly report such concerns to the Village Manager.

SECTION 1.10 WORKPLACE INSPECTIONS

The Village wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. The Village requires the cooperation of all employees in administering this policy. Desks, lockers and other storage devices may be provided for employee convenience but remain the sole property of the Village and employees have no right or expectation of privacy in these storage devices in work areas, including Village vehicles. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Village at any time, with or without prior notice. The Village also reserves the right to conduct searches and inspections of employees, employees' personal effects or Village-provided materials such as boxes, thermoses, purses, briefcases, desks, computer files, cabinets, file drawers, or packages without notice. If an employee refuse to submit to a search or are found in possession of prohibited articles you will be subject to disciplinary action, up to and including dismissal. The Village is not responsible for loss of or damage to personal property on the job.

SECTION 1.11 SMOKE FREE ILLINOIS ACT

The Village of Western Springs and its employees will comply with the State of Illinois' Smoke Free Illinois Act. Smoking, vaping, chewing, and using any tobacco products, smokeless tobacco and/or herbal products as well as e-cigarettes are prohibited in all locations of all Village buildings and vehicles. This includes all confined spaces, work areas and private offices.

No person shall smoke in a public place or in any place of employment or within fifteen (15) feet of any entrance to a public place or place of employment. No person may smoke in any vehicle owned, leased or operated by the Village. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by Section 35 of the Act.

SECTION 1.12 EMPLOYMENT OF RELATIVES OF OFFICIALS

It is the policy of the Village of Western Springs to foster a positive employee relations environment for all employees. In keeping with this philosophy, we also recognize as an organization that many employees encourage family members to work here, and personal relationships can and do occur among employees.

To avoid favoritism (or the appearance of favoritism), to maintain objectivity and appropriate expectations regarding performance, and to avoid potential harassment

and discrimination claims, this policy describes the Village's expectations regarding the employment of elected and appointed officials and family members and personal relationships between employees.

1.12.1 Scope

This policy regarding employment of relatives applies to all elected and appointed officials and employees of the Village.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

1.12.2 Definitions

"Relative" for purposes of this policy is defined as the employee's spouse or domestic partner, former spouse or domestic partner, brother, sister, parent, child, stepchild, stepparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, first cousin and any other member of the employee's household.

"Manager/Supervisor" is defined as a person having the ability to actually or effectively recommend the hire, discipline, coaching, termination, and/or evaluation of staff (e.g., Directors, any supervisor).

"Subordinate" is defined as an employee who reports to an employee who is a manager or, supervisor, whether directly or through one or more additional layers of management.

"Personal Relationship" is defined as a social relationship between employees who have or have had a relationship of a romantic or sexual nature (e.g., dating), including a significant other.

1.12.3 Guidelines

Persons in elected, appointed, supervisory or managerial positions or other influential roles are subject to more stringent requirements under this policy due to their stature as role models, their access to sensitive information, their ability to influence others and to affect working environments or conditions of employment.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not have a connection to or create problems within the workplace. An exception to this principle, however, is a personal relationship between a manager or supervisor, and a subordinate, if the relationship is deemed to impact/influence working conditions.

a) *Employment of Elected and Appointed Officials and Relatives*

No person elected to the Office of Village President or Village Trustee or appointed to the office of Village Manager shall be employed in any other capacity with the Village during the term that they hold appointed or elected office.

Immediate family members (i.e., spouses, children [birth, step, adopted], brother, sister, brother-in-law, sister-in-law, grandchildren) of the Village President, Village Trustees, Village Manager, Directors and Assistant Directors, shall not be hired in any capacity during the person's tenure in office.

Relatives of elected and appointed officials and/or employees, other than those specified above, who possess the required qualifications, experience, training, fitness, character and integrity for the position may be hired when there is no manager or subordinate relationship.

Hiring of relatives in the same department is discouraged. When relatives do work in the same department and either one is promoted, both may maintain their positions, if not under the direct or indirect supervision of the other and, neither occupies a position that has influence over the other's employment, promotion, salary, and/or other management-related or personnel considerations.

If employees become relatives after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the personnel officer.

b) *Personal Relationships*

All supervisors, managers or anyone else in a sensitive or influential position, are prohibited from engaging in a personal relationship (romantic, sexual, co-habitant, marriage, dating) with direct or indirect subordinates, whether at work or on personal time.

Hiring of individuals in a personal relationship in the same department is discouraged.

If a personal relationship, including dating, is established after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Village personnel officer immediately. This disclosure will enable the personnel officer to determine whether any potential conflict of interest or

appearance of conflict of interest exists because of the relative positions of the persons involved.

c) *Alternatives*

In the event: (1) employees are relatives or become relatives as defined above and are or become a direct or indirect supervisor/subordinate; or (2) a personal relationship exists or should occur between a direct or indirect supervisor/subordinate, the personnel officer will determine whether the relationship creates a conflict or appearance of a conflict of employment.

If so, the personnel officer will work with the employees to determine whether another suitable position exists elsewhere in the Village for one of the employees.

If the personnel officer determines that no suitable alternative position exists, the individuals concerned will be given three (3) weeks to decide which employment relationship is to be terminated. If the individuals are unable to agree, the personnel officer, in conjunction with the Department Head, will decide who is to be terminated from employment.

Ordinarily, the individual who has been with the Village less time will be considered for transfer. Refusal of a reasonable alternative position, if available, will be deemed a voluntary resignation.

SECTION 1.13 CITIZENSHIP AND RESIDENCY

Citizenship is not a requirement for initial or continued employment; however, in compliance with federal law, documentation of eligibility for employment in the United States must be demonstrated through completion of the Immigration and Naturalization Service's Employment Eligibility Verification Form and employees who are required to carry a firearm must be eligible under federal law to carry one.

Residency within the Village or any specific distance from the Village is not a prerequisite for initial or continued employment. The Village Board may require an employee to live within a specified distance based upon a job description or function.

SECTION 1.14 MEDIA AND LEGISLATIVE REPRESENTATION

The Communications Manager, Deputy Village Manager and Village Manager shall be responsible for all official contacts with the news media including answering questions from the media. The Village Manager, or their designee, may designate specific employees to provide procedural, factual or historical information on particular

subjects or issues. Employees shall direct all media inquiries to the Communications Manager, the Deputy Village Manager, or the Village Manager and are not authorized to comment on behalf of the Village or disclose internal matters that involve the operations and management of the Village and its departments, except as authorized by the Village Manager.

Employees should not hold themselves out as speaking on behalf of the Village to legislative officials, the media or any other person or entity without prior authorization from the Village Manager.

SECTION 1.15 AMERICANS WITH DISABILITY ACT COMPLIANCE

The Village will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of their physical or mental disability or pregnancy. The Village will make reasonable accommodation wherever necessary for all employees or applicants with disabilities and who are pregnant, provided that the individual is otherwise qualified to safely perform the essential duties and assignments required by the job.

Reasonable accommodation generally involves modification or adjustment of a job, employment practice, or the work environment which makes it possible for an individual with a disability or who is pregnant to perform the essential functions of their job and/or to otherwise enjoy equal employment opportunities and does not impose an "undue hardship" on the operation of the employer's business. Undue hardship is defined as an action requiring significant difficulty or expense when considered in light of factors such as an employer's size, financial resources, and the nature and structure of its operation. Whenever an employee or applicant believes that they may need a workplace accommodation, the employee should contact the personnel officer to obtain a Reasonable Accommodation Request Form. Once a reasonable accommodation request has been submitted or the request otherwise documented, the employee requesting an accommodation will be given the opportunity to engage in an interactive dialogue with the Village over the requested accommodation. As part of the interactive process, the Village may request the employee to provide certain information from their health care provider related to their ability to perform the essential job functions, with or without reasonable accommodation. An employee is required to provide the requested information relevant to the accommodation request.

All information regarding a disability and pregnancy will be kept confidential except that (1) appropriate supervisory personnel will be informed of any restrictions on work assignments and/or reasonable accommodations that must be provided; (2) safety personnel will be informed of any emergency treatments or first aid that a person with a disability may require; and (3) government officials investigating compliance with

federal, state or local laws may be informed of a person with a disability or who is pregnant and any accommodation that has been request and/or is being provided.

Any employee who believes that they have been discriminated against due to a physical or mental disability or pregnancy should immediately report the problem or incident to their supervisor, the personnel officer or Village Manager. All complaints of discrimination due to a disability or pregnancy shall be investigated immediately, and the findings of the investigation and any remedial actions taken shall be reported to the complainant.

SECTION 1.16 RELIGIOUS ACCOMODATIONS

The Village is also committed to complying with Title VII's religious accommodation provisions. Any employees who wish to request an accommodation for religious reasons, should notify the personnel officer of their request as soon as possible. The Village will accommodate an employees sincerely held religious beliefs or practices so long as the accommodation does not create an undue hardship for the Village.

SECTION 1.17 DEFINITIONS

Classified Service Employee:	Employees who are under the jurisdiction of the Board of Fire and Police Commissioners and who are governed by their policies and procedures.
Full-time Employee:	An at will employee who, regardless of designation, is regularly scheduled to work at least 1950 hours per year. Qualifies for full benefits.
Hourly Employee:	An at will employee who is paid on an hourly basis for the actual number of hours spent on duty during a specific pay period and who is not exempt from the provisions of the Fair Labor Standards Act.
Regular Part-time Employee:	An at will employee, whether or not regularly scheduled, who works less than 1,950 hours annually. May qualify for some benefits depending on number of hours worked.
Paid On-Call Firefighter:	An at will employee who is paid on an hourly basis for the actual number of hours spent on duty, during a specific pay period on a scheduled or call-in basis. Hours are based on Department needs as outlined in Department policy.

Other Part-Time Employees:	All at-will employees whether or not regularly scheduled to work, who are scheduled for and actually work less than twenty (20) hours per week on average.
Probationary Employee:	An at will employee, regardless of designation, who is newly hired on a contingent basis depending on satisfactory performance for a stated period of time.
Salaried Employee:	An at will employee who is paid on a salaried basis, on a fixed basis at regular intervals, and is exempt from the provisions of the Fair Labor Standards Act.
Temporary Employee:	An at will employee who will be employed and scheduled to work for a limited and defined period or project, generally, but not always less than two consecutive calendar quarters and who is not likely to be rehired in subsequent periods. Eligible only for benefits required by law, and not paid time off.

CHAPTER 2 - EMPLOYMENT & ADMINISTRATIVE POLICIES

In general, applications for employment shall be submitted to the personnel officer on a prescribed employment application form. The application form shall be completed in its entirety and any evidence of falsification or fraud on the form may be grounds for discharge or disqualification from consideration for employment.

SECTION 2.1 MEDICAL EXAMINATIONS

After a conditional offer of employment is made, applicants for employment in designated full-time and selected part-time positions will undergo a medical examination. The purpose of the examination is to determine whether the prospective employee possesses the standards of health and fitness necessary to perform the duties, essential functions, and responsibilities of the position for which they are being considered. Additionally, prior to employment, all prospective employees in designated positions must satisfactorily pass a drug test. The physical examination shall be at Village expense and be conducted by a doctor designated by the Village. Further, at any time during employment an employee may be required to undergo a physical or psychological examination by a Village designated provider where such an examination is job related and consistent with business necessity.

SECTION 2.2 PROBATIONARY PERIOD

2.2.1 Purpose

The probationary period is a period of heightened evaluation of an employee's performance and conduct. The initial probationary period is an integral part of the evaluation process and shall be utilized as an opportunity to observe an employee's work, to train the employee, and/or to identify an employee whose work performance fails to meet required work standards. Successful completion of the probationary period does not grant a property right to the position, nor does completion of the probationary period create a contract or right to future employment. Employees may be terminated at-will during and after the probationary period.

2.2.2 Appointments Subject to Probation

The following appointments are subject to a probationary period of six (6) months (exceptions noted in Section 2.2.6.).

- A. Initial employment
- B. Transfer (as may be recommended by the Director) and approved by the Village Manager.
- C. Re-employment (after thirty (30) days separation).
- D. Promotional

2.2.3 Supervision of Performance

During the probationary period, supervisors will observe the employee's work performance at periodic intervals and may counsel a probationary employee whose work performance is marginal or inadequate. The Department Director will report on an employee's performance to the Village Manager, who shall have sole discretion to determine appropriate action.

2.2.4 Completion of Probationary Period

Prior to the completion of the employee's probationary period, the Department Director may recommend one of the following actions to the Village Manager.

- A. Recommend that the employee be removed from probationary status.

- B. Recommend that the employee's probationary period be extended for a period not to exceed six (6) months, at which time the employee may not receive a pay increase until performance is deemed satisfactory.
- C. Recommend that the employee be terminated.
- D. Recommend that the employee be disciplined, demoted or returned to a former position.

Any of the foregoing actions shall not, however, be subject to review or appeal by the employee.

2.2.5 Classified Employees

In the event of an unfavorable review of a classified employee, they shall be subject to action in accordance with applicable provisions of state statute, the Rules and Regulations of the Board of Fire and Police Commissioners (BFPC), and any applicable collective bargaining agreement.

2.2.6 Exceptions

- A. Notwithstanding Section 2.2.2., the probationary appointment for police officers and sergeants is defined by their collective bargaining agreements, following the successful completion of police training pursuant to the Illinois Police Training Act. The probationary period for any other promotional rank in the police department will be defined by the BFPC rules.
- B. Any person hired as a Paid-on-Call firefighter shall have a probationary period of up to twenty-four (24) months during which time all required training shall be successfully completed as a condition of continued employment.
- C. Notwithstanding Section 2.2.2., the probationary period for Maintenance Journeyman I/II is defined by their collective bargaining agreement.
- D. Employees may be placed on a performance improvement plan (PIP) for unsatisfactory performance as evaluated by the Department Director. The duration of the PIP will be determined and communicated to the employee and personnel officer and will normally not exceed six (6) months. The Department Director will provide the employee with an employee performance improvement plan outlining how the performance can become satisfactory, the duration of the probation and the consequences of the continued unsatisfactory performance.

SECTION 2.3 HOURS OF WORK

2.3.1 Work Schedule

Due to the nature of Village services, the normal workday varies from department to department. The Village retains the right to restructure an employee's workday, work week, or work period for the purpose of promoting efficient operations. The Village Manager establishes hours of operation and no employee may modify such hours without prior approval from the Village Manager.

SECTION 2.4 WORK PERIODS

In general, the work period for employment is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday, the seventh day. Below is a list of work periods for the various personnel categories. These are general guidelines and may vary in some special circumstances.

1. The work period for administrative personnel is normally 37.5 hours per seven (7) day work cycle. Administrative personnel shall be defined as employees who perform functions that are of a general office nature.
2. The work period for Law Enforcement personnel assigned to shifts shall be within the guidelines established by the Fair Labor Standards Act.
3. The work period for Fire Department personnel assigned to shifts shall be within the guidelines established by the Fair Labor Standards Act.
4. The work period for employees in the Public Works Division of the Department of Municipal Services is normally 40 hours per seven (7) day work cycle.
5. The work period for employees in the Water Division of the Department of Municipal Services assigned to shifts is normally 40 hours per seven (7) day work cycle.

2.4.1 Break Periods

Department Directors shall establish reasonable lunch periods and up to two (2) break periods of no more than fifteen (15) minutes each during each workday, and shall arrange them in the most appropriate manner for maintaining departmental operations, except as otherwise specified in a collective bargaining agreement. Employees shall not combine breaks, extend mealtimes, or shorten the workday by use of break time unless approved by the Department Director or Village Manager. Work

and lunch breaks which are not taken are forfeited. Employees are expected to leave their work area for lunch breaks and shall not use break time to perform work duties absent prior approval by the Department Director.

2.4.2 Reporting for Work

Employees shall report promptly at their designated working place and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, their supervisor shall be notified by telephone at least sixty (60) minutes before their designated starting time. All requests must be approved in advance by the employee's Department Director or the Village Manager. Failure to notify the supervisor and obtain approval as provided herein may be considered an unexcused absence resulting in loss of all or a portion of benefit time, an unpaid absence and/or disciplinary action up to and including discharge.

SECTION 2.5 PAY PERIODS

Employees are paid bi-weekly on Friday. When payday is a holiday, checks shall be issued on the previous workday.

SECTION 2.6 UNIFORM ALLOWANCE

Uniforms may be provided in accordance with Departmental Rules and Regulations and budgetary limitations.

SECTION 2.7 PERSONNEL FILES

The Village maintains a personnel file for each employee. The personnel file includes information relating to the employee's hiring, training, performance evaluations, disciplinary record, changes of status and other aspects of their employment history.

Personnel files are the property of the Village and access to the information they contain is restricted. Generally, without written consent from the employee, except as otherwise required by law, only supervisors and other management personnel who have a legitimate business reason can review information in the file.

Employees may request in writing to inspect, copy and receive copies their own personnel file and personnel documents outlined below (except as exempted by the Illinois Personnel Records Review Act, as it may from time to time be amended) up to two times per calendar year. This includes employee handbooks provided to the employee and written policies or procedures that the employee is subject to concerning qualifications for employment, promotion, transfer, compensation, benefits, discharge or other disciplinary action. The employee should submit a written

request to the Village Manager identifying the records the employee is requesting, whether the request is to inspect, copy or receive copies, whether the request is for a hardcopy or an electronic format and if the inspection, copying or receipt of copies will be performed by the employee's representative, including family members, lawyer, union steward or official, or translator. If the request includes medical information and/or medical records, to be given to a representative, it must include a signed waiver to release the information to that specific representative. The Village Manager will comply with the request, including scheduling a mutually convenient time for any inspection within seven (7) calendar days. The inspections generally will take place in the presence of the Village Manager or their designee. The Village may impose a reasonable charge, not to exceed the actual cost to the Village, for any copies of records made for the employee. If the Village does not possess records of a particular category requested, the Village must notify the employee but still allow inspection or copying of other records requested.

Employees are responsible for providing the Village with accurate, up-to-date information regarding the following:

- Name
- Social security number
- Home address
- Primary telephone number
- Marital status
- Number of dependents
- Insurance beneficiaries
- Emergency contacts
- Immigration status and other information relevant to the employee's ability to work lawfully in the United States
- Driver's License and/or State ID
- Other information pertinent to the administration of benefits

2.7.1 Medical Records

Medical records, including the results of the initial physical examination, any retest(s), and other data deemed an important factor to determine the employee's ability to satisfactorily perform the assigned tasks, shall be maintained in a separate file and shall

be classified as "Restricted". Access to these files will be strictly limited and will be available only with the approval of both the Village Manager and the personnel officer and with the waiver set forth above, if applicable.

2.7.2 Changes in Information

It is the responsibility of each employee to keep personnel records current. Changes of address, telephone, marital status, dependents, beneficiary for insurance purposes, drivers license status, emergency contact, outside training and educational achievements, etc. should be reported to the personnel officer at the earliest possible time.

SECTION 2.8 PERFORMANCE EVALUATION

Periodic performance reviews are important to the Village and each of its employees. Periodic reviews give supervisors an opportunity to explore the employee's progress on the job, identify effective performance, address any work-related problems, and establish goals for future performance, growth, and career development.

It is the supervisor's responsibility to keep their employees advised of their progress and performance. However, employees who feel uncertain as to how they are doing or where they stand should not hesitate to ask their supervisor. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are not a substitute for as-needed-management.

The Village will regularly evaluate employee performance using evaluation forms approved by the Village Manager. Generally, the Village conducts annual performance evaluations; however, operational and performance considerations may impact the frequency of evaluations. Supervisors will discuss all performance reviews with the employee and evaluations should be signed and dated by the employee and their supervisor. Employees will have the opportunity to express their comments on the review, in writing. The reviews and any such comments will become a part of the employee's personnel file.

SECTION 2.9 TRAVEL AND CONFERENCE POLICY

Employees shall be eligible for reimbursement pursuant to the Travel and Expense Reimbursement Policy and Procedure, as it may be amended from time to time.

Approval of any travel or conference request is conditioned upon the availability of funds in the appropriate department budget. In general, no more than one national and one state conference may be authorized for any Department Director in any fiscal year.

Employees attending a training seminar or conference must first complete a Travel and Training/Conference Expense Report available from the Department Director or Director of Finance.

2.9.1 Reimbursement

The Village may assume the cost of registration, lodging, travel, and other incidental expenses including a meal per diem allowance for any approved training activity.

- A. Reimbursement of lodging expenses shall be for a single room rate. Reimbursement of travel expenses shall be for the means of travel that is the least expensive and/or most practical.
- B. When attending a training seminar/conference which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate.

SECTION 2.10 DRIVER'S LICENSE VERIFICATION

All employees occupying positions which require the operation of a Village vehicle (CDL or non-CDL) or personal vehicle for Village business, shall be required to supply their driver's license number to their Department Director for verification upon hiring and periodically thereafter. Employees are required to comply with requests for information. If an employee uses their personal vehicle for Village business, proof of insurance may be required. Employees are required to report immediately any tickets, convictions or other impairments on the employee's ability to lawfully operate a vehicle (e.g., a DUI or excessive speeding tickets).

SECTION 2.11 VILLAGE VEHICLE USE

Certain authorized Department Directors and the Village Manager are granted use of a Village vehicle under a separate policy and/or employment agreement. All other Village owned vehicles shall be limited to official business with no other employee being authorized daily portal to portal or personal use, unless, during the course of and as a result of the necessity of official business as authorized by the Department Director.

Employees who drive a vehicle in the course of performing their job duties, whether regularly or occasionally, will refrain from using their phone for text messaging or checking e-mails while driving. Where it is necessary for an employee to make work related calls by cell phone in performing the employee's job duties, under no circumstance are employees allowed to place themselves at risk to fulfill business

needs. Under all circumstances, employees must comply with traffic laws. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, up to and including discharge. Employees who have an accident or damage a Village vehicle must report it immediately to their supervisor. Employees are prohibited from leaving the scene of an accident without the permission of their supervisor. Supervisors are required to immediately notify the Village Manager's Office of the incident.

SECTION 2.12 MILEAGE REIMBURSEMENT

Any employee utilizing their private vehicle for Village business as approved by the respective Department Director, shall be entitled to reimbursement in accordance with the Internal Revenue Service's established rate.

Employees awarded a vehicle allowance are not eligible for mileage reimbursement unless previously approved by the Village Manager.

SECTION 2.13 USE OF VILLAGE TELEPHONE - PERSONAL CALLS

Employees are permitted to use Village telephones for personal, local calls in cases of necessity. Personal or Village issued cellular phones may be used such that they do not negatively impact the performance of the employee, fellow employees or disrupt the daily work of the Department or other interactions with the public. Employees may be subject to discipline for excessive phone usage for personal reasons during working hours. The Village will not be liable for the loss of personal cell phones brought into the workplace.

SECTION 2.14 TECHNOLOGY RESOURCES

The Village maintains a separate Electronic Communications policy regarding use of the Village's technology resources in the workplace. All employees will be provided with this policy and must understand that these resources are provided by the Village to facilitate performance of Village business and are intended primarily for such use. Employees should have no expectation of privacy in their use of Village Technology Resources, and the Village retains the right to monitor employee use of such resources. Employees are expected to use the Village's technology resources in a lawful manner, consistent with Village policy.

SECTION 2.15 SAFE WORKPLACE

The Village is dedicated to providing a safe work environment for all employees. Village-wide and department specific safety policies are available through your Department Director.

SECTION 2.16 REPORTS OF INJURY AND ACCIDENTS

2.16.1 Safe Work Habits

Each employee is required, as a condition of employment and continued employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve Village property and equipment.

2.16.2 Reporting

Employees who are injured or become ill while performing their duties for the Village shall make an immediate report of the injury or illness to their immediate supervisor. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including termination. Every injury or illness, including those not requiring medical attention, shall be reported in writing to the Department Director by the injured employee's supervisor immediately, or in all instances no later than within two (2) hours of the injury or illness. Failure of a supervisor to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including termination. Department Directors shall be responsible for notifying the personnel officer of all injuries reported by employees under their jurisdiction and shall ensure that proper written reports are prepared and forwarded to the Village's Risk Management Pool for insurance purposes.

2.16.3 Immediate Medical Care

If an employee is injured to such an extent that the employee requires immediate medical care, the employee shall receive emergency medical treatment at an appropriate facility or go immediately to a physician designated by the Village for treatment, after notifying their supervisor. The injured employee shall be transported to the facility by a supervisor, or their designee.

2.16.4 Return to Work

After medical attention, if the employee is released for regular or restricted duty, if available, as determined by the department in conjunction with the personnel officer/personnel officer and IRMA Delegate or Alternate, the employee shall obtain from the attending physician a certification that the employee can return to work based on the job description for the position. Employees shall be required to release all medical information relative to the injury to the Village or its authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify worker's compensation benefits. In the case of an employee who has been released for restricted duty, said employee may be placed on restricted duty, if available and at the discretion of the Department Director, in conjunction with the

personnel officer/personnel officer, in a temporary position consistent with the restricted duty conditions specified by the attending physician and at the employee's normal rate of compensation, until such time that the attending physician releases the employee for regular duty or as long as restricted duty remains available and beneficial to the Village.

SECTION 2.17 OUTSIDE EMPLOYMENT

Employees may engage in other employment, including self-employment, outside of official duty hours providing that approval is secured from their Department Director, in conjunction with the personnel officer. The Village typically approves secondary employment activities for a period not to exceed one year. An additional approval is required for continuance of the activity beyond the initial approved period. The Village reserves the right to prohibit or revoke approval of outside employment to the extent it is in the Village's interest to do so, including where the outside employment:

- A. Is conducted on Village time.
- B. Interferes with working hours or overtime requirements of the employee's position.
- C. Involves the use of Village uniforms, facilities, equipment or supplies of any kind.
- D. Involves the use of official information not available to the public.
- E. May reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists.
- F. Reflects adversely upon the employee or the Village.
- G. Conflicts with the employee's position with the Village. This shall include work which an employee would be expected to do as part of their normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee during their Village employment.

SECTION 2.18 GIFTS & GRATUITIES

Elected and appointed officials and employees of the Village must fully comply with provisions set forth in the Illinois State Officials and Employees Ethics Act (5 ILCS 430), and failure to do so shall be subject to disciplinary action up to, and including discharge or removal from office, as appropriate.

2.18.1 General Information

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or other thing of monetary value from any person, corporation, or other organization who:

- A. Has, or is seeking to obtain, contractual or other business or financial relations with the Village.
- B. Conducts operation or activities that are regulated by the Village.
- C. Has outside interests that may be substantially affected by the individual's performance or non-performance as a Village official or employee.
- D. Exceptions to the above would include:
 - 1. Acceptance of gifts or other items with monetary value where there is an obvious family or personal relationship.
 - 2. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a meeting.
 - 3. Acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees.
 - 4. Acceptance of unsolicited advertising or promotional materials, such as pens, calendars, or other items of nominal intrinsic value.

2.18.2 Gifts to Superiors

An employee shall not give a gift, nor solicit contributions from another employee for a gift, to an employee in a superior official position. An employee in a superior official position shall not accept a gift presented as a contribution from employees receiving less salary than the supervisor. Exception would include a voluntary gift in a nominal amount made on a special occasion such as a holidays, marriage, birthdays, illness, or retirement.

2.18.3 Reporting Gifts and Gratuities

All gifts, gratuities, or other items of monetary value, except as excluded above, should be reported immediately upon receipt thereof to the employee's immediate supervisor.

SECTION 2.19 ECONOMIC INTERESTS

It is the intention of the Village to avoid all business and financial transactions where there may be a possible conflict of interest. Therefore, it is the policy of the Village that, no employee shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested, directly or indirectly, in the sale to or by the Village of land, materials, supplies, or services, except on behalf of the Village as an employee.

2.19.1 Waiver of Rule

Consistent with the available state law exceptions, when in the Village's interest, and where full disclosure has been made of all pertinent facts, then with approval of the President and the Board of Trustees this provision may be waived.

SECTION 2.20 POLITICAL ACTIVITY

All employees are urged to exercise their individual right to vote as citizens. No employee may use their official position to coerce or inhibit others in the free exercise of their political rights. No employee shall engage in political activities during working hours, or on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village.

CHAPTER 3 - PAY PLAN

SECTION 3.1 COMPENSATION

An employee's pay rate is established using the Village approved pay plan. The pay plan establishes compensation ranges for all non-represented positions within the organization. An employee's pay rate is determined on an individual basis and may be modified at any time by the Village based upon several considerations, such as job duties, individual job performance, attendance record and conduct. The initial pay rate will be communicated to an employee at the time of hire, and any subsequent modifications will be communicated at or near the effective date of the change.

SECTION 3.2 OVERTIME PAY

The appropriate Department Director must approve all overtime worked in advance. The rate of compensation shall be at the rate of one-and-one-half (1 1/2) times the regular hourly straight time rate.

Hourly employees scheduled for 37.5 hours weekly shall be entitled to overtime pay for any hours actually worked in excess of 37.5 hours in one week. Hours worked includes use of compensatory time, holiday, vacation, personal day, and safety day.

Hourly employees scheduled for 40 hours weekly shall be entitled to overtime pay for any hours actually worked in excess of 40.0 hours in one week. Hours worked includes use of compensatory time , holiday, vacation, personal day, and safety day.

This policy shall not apply to exempt employee or as provided otherwise in a collective bargaining agreement.

SECTION 3.3 COMPENSATORY TIME

3.3.1

While overtime is generally paid at the applicable hourly rate, Department Directors may, from time to time, permit an employee paid on an hourly basis to accrue compensatory time in lieu of overtime pay. Where compensatory time is permitted, the employee shall have the option of taking time off or being paid at the applicable hourly rate for the overtime hours worked. Compensatory time shall be governed by any applicable collective bargaining agreement.

3.3.2

Compensatory time shall be accrued at one and one-half times the hours actually worked, and time off shall be subject to approval of the Department Director or their designee. Accrued compensatory time shall, if practical, be used within six (6) months of accrual. An employee shall not be permitted to accrue more than sixty (60) hours of compensatory time in a fiscal year. The Village may decide to pay out compensatory time at any time and will-pay out unused accrued compensatory time six (6) months into the fiscal year (on or around June 30) and at the end of the fiscal year (on or around December 31). Employees shall use accrued compensatory time in no less than 30-minute increments, subject to the advanced approval of the Department Director.

3.3.3

Department Directors shall report compensatory time used by their staff during the bi-weekly payroll reports.

CHAPTER 4 - BENEFITS

Employee benefits are established and from time to time amended by the Village Board, and/or State or Federal law, or plan provider. Where the term “spouse” is referenced in these policies, the term shall include domestic partners in a manner consistent with state law.

SECTION 4.1 HEALTH AND LIFE INSURANCE

Generally, all employees who are regularly scheduled to work a minimum of thirty (30) hours per week are eligible to participate in the Village group health, dental, and life insurance programs as they may from time-to-time be changed. Insurance coverage(s) shall commence on the first day of the month following the date of employment and shall cease on the last day of the month in which the employment was terminated, unless otherwise authorized by the Village Manager. A description providing the provisions of each insurance plan shall be furnished to each employee. In all instances, the terms of the policy determine coverage. The Village’s insurance policies, providers, plan terms and coverages may be changed from time to time in the Village’s discretion. The Village may ask for proof of marital, parental or family status before providing insurance coverage. Employees are required to immediately notify the Village and provide proof of any changes in marital, parental or family status.

SECTION 4.2 EMPLOYEE ASSISTANCE PROGRAM

The Village recognizes that a wide range of illnesses and problems can influence an employee’s health, well-being, and job performance. These illnesses and problems may include alcoholism, drug dependence, emotional or psychiatric illnesses, marital and/or family discord, stress disorders, legal difficulties and/or financial problems, among other things.

The Village believes that it is in the best interest of the employee, the employee’s family, and the Village to provide or refer an Employee Assistance Program (EAP) to help with such illnesses and problems by providing confidential and professional assessment, short-term counseling, and/or referral services. Additional information regarding the EAP is available through the personnel officer.

SECTION 4.3 RETIREMENT/PENSION FUNDS

Employees are generally eligible to participate in pension funds established by the Village consistent with the applicable laws. Payroll deductions and benefits are as mandated by state and federal laws.

SECTION 4.4 DEFERRED COMPENSATION

Employees are encouraged to participate in a deferred compensation plan if one is offered by the Village. Deferred compensation is a tax-sheltered retirement plan, which involves deducting a portion of the employee's salary, with the money transferred to an investment fund selected by the employee within the options provided by the Village. The employee's gross or taxable income is reduced by the amount deferred; therefore, income taxes are reduced. Income taxes are paid when the funds are distributed to the employee (upon retirement, termination of Village employment or in the event of an emergency). Information is available through the Finance Department.

SECTION 4.5 INSURANCE CONTINUATION

In accordance with state and federal law, employees may be eligible for a continuation of health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA), at the employee's expense, following a qualifying event that causes the loss of health insurance (e.g. separation from employment, divorce or death of a spouse). COBRA benefits are available to any qualified employee(s) and their qualified beneficiaries, who at the time the employee experiences a qualifying event and are enrolled in the Village's health insurance plan. The Village may request proof of the qualifying event. Note that there are stringent timelines for requesting and paying for COBRA and limits on the duration of coverage.

Alternatively, employees who retire from the Village (eligible for immediate receipt of retirement benefits) or who are placed on a disability pension (the employee's disability is established under the Illinois Pension Code) may be eligible for continuation coverage under state law. The type of coverage available pursuant to Illinois' continuation privileges must be the same coverage received on the last day of employment. No changes to coverage type or plan may be considered. Employees should contact the personnel officer for information applicable to individual circumstances.

SECTION 4.6 WORKER'S COMPENSATION

Any employee injured during employment with the Village shall be eligible for Worker's Compensation benefits in accordance with State Statutes.

An employee temporarily injured and unable to return to work shall be eligible to use earned leave for the first three (3) days following the injury until coverage under the Act begins. If the disability lasts for fourteen (14) calendar days or more from the date of injury, the initial three (3) days of earned leave will be credited to the employee.

Once benefits under the Act begin, the Village may continue to pay the injured full-time employee's salary and benefits for thirty (30) working days from the date of the job-related injury. Any Worker's Compensation benefits or insurance payments received by the employee shall revert to the Village during the time for which continuing compensation is paid. This provision is inapplicable to classified employees.

SECTION 4.7 PUBLIC EMPLOYEE DISABILITY ACT AND/OR PUBLIC SAFETY EMPLOYEES BENEFIT ACT

Eligible employees may be entitled to benefits pursuant to the Public Employee Disability Act and/or Public Safety Employees Benefit Act. An employee who believes they are eligible for such benefits should apply to the personnel officer.

section 4.8 DEATH BENEFIT

In the event of the death of a pension eligible or equivalent employee, the beneficiary designated on the employee's pension will receive a one lump-sum payment equivalent to the employee's pay for two (2) pay periods.

SECTION 4.9 TUITION REIMBURSEMENT

Full-time employees of the Village are encouraged to enroll in college, university or technical school courses or participate in other types of studies, which are designed to improve job skills. As an incentive for employees seeking to improve their education, the Village may budget funds and make them available for tuition reimbursement. The basis for reimbursement and other guidelines are subject to the Tuition Reimbursement administrative policy.

CHAPTER 5 - PAID LEAVE

SECTION 5.1 VACATION POLICY

Vacation time is important and essential to your health, morale, job satisfaction and successful job performance. Vacation time shall be scheduled by and approved by the Department Director, taking into consideration the departmental workload and the needs and demands of the Village. The Department Director may deny vacation based upon operational need. Vacation time may not be used before it is earned.

5.1.1 Except as otherwise provided in this section, eligible full-time employees shall earn vacation on a bi-weekly basis according to the following schedule.

Employee Vacation Benefit

<u>Years of Service</u>	<u>Bi-weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>	<u>Maximum Accrual</u>
1st through 6 th			
Based on 40 Hr. Wk.	3.08	80.00	120.00
Based on 37.5 Hr. Wk.	2.89	75.00	112.50
7th through 12th year			
Based on 40 Hr. Wk.	4.62	120.00	180.00
Based on 37.5 Hr. Wk.	4.33	112.50	168.75
13 years through 19 th year			
Based on 40 Hr. Wk.	6.16	160.00	240.00
Based on 37.5 Hr. Wk.	5.77	150.00	225.00
20 years			
Based on 40 Hr. Wk.	7.69	200.00	300.00
Based on 37.5 Hr. Wk.	7.21	187.50	281.25

Department Directors and other Salaried Personnel

	<u>Bi-weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>	<u>Maximum Accrual</u>
1 st through 4 th year			
Based on 40 Hr. Wk	4.62	120.00	180.00
Based on 37.5 Hr. Wk.	4.33	112.50	168.75
4th through 19 th year			
Based on 40 Hr. Wk	6.15	160.00	240.00
Based on 37.5 Hr. Wk.	5.77	150.00	225.00
20+ years			
Based on 40 Hr. Wk	7.69	200.00	300.00
Based on 37.5 Hr. Wk.	7.21	187.50	281.25

5.1.2 Regular Part-Time Employees

Part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and working a minimum of one thousand forty (1040) hours annually in paid-leave-benefit-eligible positions shall be entitled to vacation time on a pro-rata basis as defined in their individual employment offer and thereafter subject to approval by the Village Manager.

5.1.3 Other Requirements/Regulations

A. Accumulation During Leave

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Vacation leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury under certain circumstances, or during an authorized vacation leave or sick leave.

B. Holidays During Vacation Leave

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.

C. Payment of Vacation Leave Upon Termination of Employment

The Village shall compensate employees for vacation leave earned and unused at the date of termination of employment, at the employee's current pay rate.

D. Waiver of Vacation Leave

As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

E. Minimum Leave

Vacation leave shall be taken in units of not less than two (2) hours unless otherwise authorized by the Department Director

F. Maximum Accumulation

Employees shall be allowed to carry over up to, but no more than, one and one-half times their annual accrual on a per pay period basis. Any vacation time more than the maximum accumulation that remains at the end of a pay period will be forfeited.

SECTION 5.2 HOLIDAYS

For full and regular part-time employees, the following holidays shall be considered paid holidays on the day observed by the Village. Holiday benefits for employees covered by any collective bargaining agreement shall be as set forth in such agreement.

- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Friday after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Eve Day |
| 5. Juneteenth | 11. Christmas Day |
| 6. Independence Day | |

- A. Where an observed holiday falls on a normally scheduled workday, the employee will receive the day off with pay at their regular straight time hourly rate of pay. However, if an hourly employee is scheduled to work on a holiday, the employee will be paid at their straight time hourly rate for the number of hours they are scheduled to work, in addition to the pay for the observed holiday. For any hours worked in excess of the regularly scheduled hours, pay for working the holiday will be at the rate of double time the employee's normal hourly rate of pay. Only hours actually worked will be used in the calculation. If the Department Director requires a salaried employee's services on a holiday, the time may be taken/flexed, at the discretion of the Department Director.
- B. If an hourly employee is called in to work on a holiday when not previously scheduled, the employee will be paid at the double time rate of pay for all unscheduled hours worked and will also receive the holiday pay for the number of hours the employee is regularly scheduled to work. Only hours actually worked will be used in the calculation.
- C. Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the observed date of the holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.

- D. If an employee is absent from work the day before or after a holiday or on the holiday (if the employee is scheduled to work on the holiday), the employee will not receive holiday pay until proof of illness or other excusable absence is established in a manner suitable to the employee's Department Director.
- E. If an employee is absent from work on unpaid leave the day before a holiday or on the holiday (if the employee is scheduled to work on the holiday), the employee will not receive holiday pay.
- F. Regular Part-Time Employees

Regular part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and working a minimum of one thousand forty (1,040) hours shall be entitled to pro-rational holiday pay if the holiday falls on the employee's regularly scheduled workday and the employee works the holiday, as authorized by the Department Director.

- G. Water Division Shift Employees

Employees in the Water Division working ten (10) hour shifts and scheduled to work on an observed holiday, shall be paid ten (10) hours of holiday pay and ten (10) hours of regular pay. Employees working ten (10) hours shifts and not scheduled to work the holiday shall be entitled to ten (10) hours of holiday pay.

Employees in the Water Division working eight (8) hour shifts and scheduled to work ten (10) hours on an observed holiday shall be entitled to eight (8) hours of holiday pay, eight (8) hours of regular pay and two (2) hours of overtime at a rate of double time. Employees working eight (8) hour shifts and not scheduled to work the holiday shall receive eight (8) hours of holiday pay.

SECTION 5.3 PERSONAL DAYS

5.3.1 Full-time employees and regular part-time employees (regularly scheduled to work twenty (20) hours or more per week, and working a minimum of one thousand forty (1040) hours annually are entitled to three (3) personal days, equal to their regularly scheduled daily hours,. New employees are credited personal days (with hours equal to their regularly scheduled daily hours) upon hire.

The use of the personal day is subject to the scheduling approval of the Department Director. The Department Director may deny the use of personal days for operational need. Personal days are non-cumulative and must be taken within the calendar year. Unused personal days not taken within the calendar year are forfeited, and unused

personal days are not paid to an employee upon separation. Personal days shall be taken in units of not less than two (2) hours, unless otherwise authorized by the Department Director.

5.3.2 Part-time employees scheduled to work less than twenty (20) hours per week and temporary employees will accrue up to forty (40) hours of personal time per calendar year, earning one (1) hour of personal time for every forty (40) hours worked. Personal time may be used provided the employee has completed ninety (90) calendar days of continuous employment. Personal time can be used for any reason but should be requested in advance. Personal time shall be taken in not less than two (2) hour increments, unless otherwise authorized by the Department Director. The use of earned personal time is subject to the scheduling approval of the Director. The Department Director may deny personal time based on operational need. The use of personal time is capped at forty (40) hours per year. Personal time may be accumulated up to a maximum accrual bank of eighty (80) hours. Unused personal time is not paid to an employee upon separation. Should a part-time employee scheduled to work less than twenty hours per week or a temporary employee leave employment and return within one year of their termination date, their previously earned but unused personal time will be reinstated.

5.3.3 Paid-On-Call employees in the Department of Fire/EMS, who do not otherwise earn paid leave in another position of the Village, will accrue up to forty (40) hours of personal time per calendar year, earning one (1) hour of personal time for every forty (40) hours worked. Personal time shall be taken in not less than two (2) hour increments, unless otherwise authorized by the Department Director. The use of earned personal time is subject to the scheduling approval of the Director. The Department Director may deny personal time based on operational need. The use of personal time is capped at forty (40) hours per year. Personal time may be accumulated up to a maximum accrual bank of forty (40) hours. Remaining unused personal time will be paid out to a Paid-On-Call employee at the regular straight time hourly rate annually, in or around the second pay period of the following calendar year if an employee is still employed by the Village. Unused personal hours are not paid to an employee upon separation.

SECTION 5.4- SICK LEAVE

5.4.1 Sick Leave Program

Sick Leave is accumulated by full-time and regular part-time employees at a rate of one (1) day (consistent with the number of hours in the employee's regular workday) of sick leave for each completed month. Sick leave may be accumulated up to a maximum accumulation of two hundred forty (240) working days (consistent with the number of regularly scheduled hours in a regular workday). Regular part-time employees scheduled to work a minimum of twenty (20) hours per week and working a minimum

of one thousand forty (1,040) hours annually shall be entitled to sick leave on a pro-rata basis.

Sick Leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, when there is an illness in the employee's family (i.e., spouse, domestic partner, child (birth, adopted, step), parent, or member of employees' household that requires the employee's presence, for medical appointments which cannot be scheduled outside of working hours.

A maximum of twelve (12) sick days may be used, when there is an illness of certain extended family members of the employee (grandparent, grandchild, sibling, parent-in-law, or stepparent), unless otherwise authorized by the Village Manager.

5.4.2 Authorization of Sick Leave

Each Department Director will have primary discretion for granting sick leave to employees in their department. Sick leave may not be used before earned.

5.4.3 Minimum Leave

Sick Leave shall be taken in units of not less than two (2) hours, unless at the discretion of the Department Director.

5.4.4 Accumulation During Leave

Sick leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Sick leave shall continue to accumulate during a leave of absence with pay due to an on-the-job injury under certain circumstances, or during an authorized vacation or sick leave.

5.4.5 Reporting of Absence

Notice of absence due to illness or injury shall be given by the employee to their immediate supervisor as early as possible, with as much advance notice as reasonably feasible before the scheduled start of the workday. In any event, the supervisor should be advised no less than sixty (60) minutes before the starting time on the day of the absence unless extenuating circumstances exist. The employee, when reporting to the Department Director personally, or through another person, must detail the reasons for the absence and the anticipated duration of such absence. Notification of an absence is not approval of benefit time off. All requests for use of paid time off must be approved in advance by the employee's Department Director or the Village Manager.

5.4.6 Medical Certificate Required

A doctor's statement or other viable documentation shall be provided for any use of sick leave of three (3) or more consecutive workdays (unless specifically excused by the Village Manager or designee), or if the Department Director suspects abuse or a pattern of frequent, excessive, improper or unnecessary sick leave use. The medical documentation must state that the employee was seen by the physician, be signed by the physician, state that the employee was unable to work (or that their presence was necessary if for a family member) and that the employee may return to work if the employee does not supply such statement/documentation or said statement is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be charged to an appropriate paid time off accrual bank, or be without pay, at the discretion of the Village Manager or their designee. Failure to report absence because of illness may result in time off without pay and/or disciplinary action up to and including termination. Any costs associated with providing a doctor's statement are the responsibility of the employee. The Village may require a second opinion by a physician designated by the Village. The Village will pay for the opinion by the second physician.

5.4.7 Sick Time Retirement Benefit

Effective January 1, 2025, full-time employees and regular part-time employees, who are regularly scheduled to work a minimum of twenty (20) hours per week and working one thousand forty (1040) or more hours annually, terminating employment in good standing with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days (consistent with the number of hours in the employee's daily work schedule) of unused sick leave, the Village will pay for accumulated unused sick leave at the employee's final straight time hourly rate of pay up to a maximum of sixty (60) days.

For employees covered by IMRF, the Village may pay for accumulated unused sick leave at a lesser amount that does not increase the employee's final earnings over the cap contained in 40 ILCS 5/7-172(k). In the event the Village pays less than sixty (60) days unused sick leave at the time of retirement, the employee may receive payment for the remaining balance up to the sixty (60) day maximum approximately ninety (90) days following the employee's retirement date. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement or, for salaried personnel, at their straight time weekly rate at the time of retirement. Employees who notify the Village of the employee's intended retirement at least forty-eight (48) months in advance of the intended date of retirement may, upon approval of the Village Manager, receive the sick leave buy back benefit prior to retirement subject to the conditions approved by the Village Manager and any other applicable limitations.

If the employee is retiring in good standing pursuant to the provisions of the employee's applicable pension plan, but has worked less than twenty years (20) years of consecutive service with the Village, then the following applies:

- No sick leave buy back for those who have worked for the Village less than ten (10) complete consecutive years.
- Employees retiring from the Village with ten (10) to twenty (20) years of service are eligible for a sick leave buy back within the limitations set forth above up to a maximum of sixty (60) days if they have used less than 20% of their available sick leave.

5.4.8 Other Conditions

- A. Sick leave will be paid at the regular straight time hourly rate and only for regularly scheduled weekly hours up to a maximum of forty (40) hours.
- B. Violations of the regulations for use of sick leave or requests for use for an improper purpose is an act of dishonesty and can result in disciplinary action or discharge in accordance with the Village's disciplinary procedures.

SECTION 5.5 SAFETY INCENTIVE

To demonstrate the Village's commitment to safety, a safety day or safety award may be granted to employees who attend at least two (2) department required safety trainings over the course of a year. Employees must be full-time or regular part-time working thirty (30) hours a week.

Employees working a significant portion of their job in a non-office environment qualify for a safety day. Office/administrative employees who are at less risk of involvement in an accident will be eligible for a safety day.

The Village Manager will make the final determination regarding which employees are qualified to receive the safety incentive.

5.5.1 Conditions

- A. Employees shall not substitute regular pay for the time off.
- B. The Safety Day shall only be scheduled with the approval of the Department Director during the calendar year following the award.

- C. The safety program shall begin on January 1st and conclude on December 31st of each year respectively.

SECTION 5.6 BEREAVEMENT LEAVE

An employee may be granted by the Department Director an emergency leave of absence of up to three (3) days without loss of pay in cases of death or serious illness of a member of the employee's immediate family. Members of the immediate family are generally considered to be spouse or domestic partner, parent (including stepparent), sibling, children (birth, step, adopted), parent-in-law sibling-in-law, child-in-law, grandparent, and grandchild, and grandparent-in-law or as otherwise approved by the Village Manager.

The purpose of such leave shall be to attend the funeral, including making arrangements for the funeral, in case of death or to permit the employee to be present in case of serious illness. The Village Manager, employee's Department Director reserves the right to request documentation of the absence.

In addition to the above, full-time and regular part time employees who have worked one thousand two hundred and fifty (1250) hours during the prior 12 month period are entitled to an additional seven (7) days of unpaid leave for the death of a family member referenced above or in the event of a stillbirth, miscarriage, unsuccessful reproductive procedure, failed adoption or surrogacy or diagnosis that impacts pregnancy.

Employees must use the bereavement time (paid and unpaid) within sixty (60) days of the event and may use a maximum of six (6) weeks of time if the employee suffers more than one event. An employee must provide 48 hours' notice to use the leave and provide documentation of the need for leave if the Village requests it, unless otherwise approved by the Village Manager or their designee.

SECTION 5.7 JURY DUTY OR WITNESS DUTY

A full-time or a regular part-time employee shall receive full pay or pro-rated pay at their straight-time hourly rate for time not worked while serving on jury duty or testifying as a witness at the request of the Village or testifying under subpoena to matters related to their employment with the Village. Provided, such employees shall endorse to the Village any payment received for such jury or witness duty.

Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours.

CHAPTER 6 - UNPAID LEAVE

SECTION 6.1 FAMILY LEAVE (FMLA)

Eligible employees can take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave provided employees: (1) have worked for the Village for at least 12 months and (2) have worked at least 1250 hours in the last 12 months. The "12-month period" is a rolling period, measured backward from the date a leave is to be taken.

6.1.1 Reasons for Leave

If employees are eligible, employees may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for a -child (biological, foster, step or legal ward child or a child of a person standing in loco parentis) ; (2) the placement of a son or daughter with employees for adoption or foster care; (3) to care for a spouse, domestic partner, son, daughter or parent ("covered family member") with a serious health condition; or (4) because of the employee's own serious health condition which renders employees unable to perform the functions of the employee's position; or (5) due to a qualifying exigency during deployment of a member of the Armed Forces or a reserve component who is the employee's spouse, domestic partner, child or parent to a foreign country or the impending call or order to covered active duty of a member of a reserve component of the Armed Forces who is the employee's spouse, domestic partner, child or parent. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning the date of birth or placement. In addition, spouses employed by the Village who request leave because of reason "1" or "2" or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period.

If employees are eligible, employees may take up to twenty-six (26) weeks to care for a spouse, domestic partner, parent, child or individual for whom employees are the nearest blood relative who 1) is a member of the Armed Forces (or National Guard or Reserves) who has a serious injury or illness that was incurred or aggravated in the line of duty and has rendered the servicemember medically unfit to perform the duties of the servicemember's office, grade or rank; or 2) is a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Leave to care for an injured or ill servicemember will begin on the first day of such leave and must be completed within 12- months from that date. Leave for an injured servicemember may be taken only once per servicemember, unless that servicemember has a subsequent

injury or illness incurred in active military duty. Spouses employed by the Village who request injured servicemember leave may only take a combined aggregate total of twenty-six (26) weeks of leave for such purposes. Any FMLA leave taken by an employee for reasons other than an injured or ill servicemember will reduce the twenty-six (26) weeks of available leave to care for a servicemember.

Employees may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If employees misrepresent facts in order to be granted an FMLA leave, employees will be subject to immediate termination.

6.1.2 Notice of Leave

If an employee's need for family/medical leave is foreseeable, employees must give the Village at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, employees are expected to notify the Village as soon as practical, generally the same day employees learn of the need for leave. Employees should follow the Village's policy regarding reporting absences in advance.

6.1.3 Medical Certification

If employees are requesting leave because of the employee's own or a covered family member's serious health condition, employees and the relevant health care provider must supply appropriate medical certification. Employees may obtain a Certification of Health Care Provider form from the personnel officer. The medical certification must be given within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the health care provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA-qualifying condition, the employee's absences will be treated according to the Village's attendance standards.

The Village, at its expense, may require an examination by a second health care provider designated by the Village. If the second health care provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Village may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

The Village will also require certification in support of leave for a qualifying military exigency.

6.1.4 Reporting While on Leave

If employees take a leave because of the employee's own serious health condition or to care for a covered family member, employees may be required to contact the employee's Department Director on a regular basis regarding the status of the employee's condition and intention to return to work. For leaves for other purposes, employees may be periodically required to report on the employee's status and intent to return to work.

1.1.1. Leave is Unpaid

FMLA leave is unpaid leave. The Village will require employees, consistent with leave policies, to use paid vacation, compensatory time, personal leave and sick leave concurrently with unpaid FMLA leave, unless the leave otherwise is paid (e.g., because the employee is receiving workers' compensation, disability or PEDDA benefits, which will also run concurrently with and be designated as FMLA leave where qualifying). The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

6.1.5 Medical and Other Benefits

During an approved family/medical leave, the Village will maintain an employee's health benefits, as if employees continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If employees leave is unpaid, employees must pay the employee's portion of the premium during the leave. An employee's group health care coverage may cease if the employee's premium is more than thirty (30) days late. If employees do not return to work at the end of the leave period, employees may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the employee's unpaid leave, unless employees cannot return to work because of a serious health condition or other circumstance beyond the employee's control.

6.1.6 Intermittent and Reduced Schedule Leave

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours employees work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce the employee's salary based on the amount of time actually worked. In addition, while employees are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer employees to an available

alternative position which better accommodates the employee's recurring leave, and which has equivalent pay and benefits.

6.1.7 Returning from Leave

If employees wish to return to work at the expiration of the employee's leave, employees are entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, employees have no greater right to reinstatement or other benefits and conditions of employment than if employees had not taken leave. Employees must return to work immediately after the expiration of the employee's approved FMLA leave in order to be reinstated to the employee's position or an equivalent position.

If employees take leave because of the employee's own serious medical condition, employees are required to provide medical certification that employees are fit to resume work. Employees failing to provide the Return-to-Work Medical Certification form will not be permitted to resume work until it is provided.

Additional information about FMLA can be found on the U.S. Department of Labor website.

SECTION 6.2 GENERAL LEAVE OF ABSENCE

Employees may request a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the Village Manager. Such leave may be requested for:

- A. The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the employee and which will benefit the Village.
- B. To recover their own health or attend to family illness. (See Family Leave Section 6.1.)
- C. Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-Village related cases, and for purposes other than the above that are deemed beneficial to the Village service.

6.2.1.1 General Leave of Absence - Procedure

- A. Employees may submit a written request to their Department Director asking for a leave of absence with or without pay. The request shall be in

writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Department Director shall be forwarded to the Village Manager for authorization.

- B. Authorization for such leave shall be within the sole discretion of the Village Manager whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.
- C. An employee is required to exhaust available paid vacation, compensatory time, personal leave and, if applicable, sick leave before unpaid general leave of absence is commenced.

6.2.2 General Leave of Absence - Benefits

- A. For the remainder of the month during which a general leave begins, and for one (1) calendar month thereafter, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Village, shall be fully paid by the employee through the duration of the leave.
- B. Except for group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave.

6.2.3 General Leave of Absence - Duration

A general leave of absence may be granted for up to twelve (12) workweeks. Extensions may be granted for additional periods of up to twelve (12) additional workweeks, not to exceed a total of twenty-four (24) workweeks (including any period of Family Medical Leave), unless a further definitive period of leave may be appropriate as a reasonable accommodation.

6.2.4 General Leave of Absence - Return to Duty

- A. A return date shall be agreed to by the employee and the Village Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.
- B. An employee may request an extension of the general leave by making application to the Village in the same manner as on original application. Provided, such extension may not be granted in excess of the limit set forth in Section 6.2.3.

- C. An employee returning from a general leave will be placed in the employment position held before the leave began, if the employment position is vacant. If, the former employment position is not vacant, the employee may be returned to the most equivalent, available employment position with the Village for which the employee is qualified, with the right of the employee to transfer to the employee's former employment position if and when it becomes available if the employee remains qualified.
- D. Prior to reinstatement after a general leave of absence for an illness, an employee must present to the personnel officer a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

6.2.5 General Leave of Absence - Resignation

An employee who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

SECTION 6.3 VESSA LEAVE

The Victims' Economic Security and Safety Act (known as "VESSA") provides an employee who is a victim of domestic violence, sexual violence, gender violence or any other crime of violence or who has a family or household member (spouse, parent, grandparent, child, grandchild, sibling, or other person related by blood or by present or prior marriage, other person who shares a relationship through a child or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household), who was a victim of domestic violence, sexual violence or gender violence or any other crime of violence, may take with up to twelve (12) weeks of unpaid leave in any twelve (12) month period for reasons identified in subsection 1-5 of Section 6.3.1 below but not more than ten (10) work days of unpaid leave for reasons set forth in subsection 6-8. VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests.

6.3.1 Reasons for Leave

Employees may take VESSA leave to obtain assistance or services for a victim for the following purposes: (1) to seek medical attention for, or recover from, physical or psychological injuries caused by the violence, (2) to obtain services from a victim services organization, (3) to obtain psychological or other counseling, (4) to participate in safety planning, seek temporary or permanent relocation, or take other actions to

increase the safety of the victim from future violence or ensure economic security, or (5) to seek legal assistance or remedies to ensure the health and safety of the employee or family or household member, including preparing for or participating in any legal proceeding related to or resulting from violence; (6) attending the funeral or alternative to funeral or wake of a family or household member who is killed in a crime of violence; (7) making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; (8) grieving the death of a family or household member who is killed in a crime of violence. If an employee misrepresents facts in order to be granted a VESSA leave, the employee will be subject to immediate termination.

6.3.2 Notice Of Leave

An employee must give the Village at least forty-eight (48) hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If an employee is unable to provide advance notice, the employee must provide notice when they are able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

6.3.3 Reporting While On Leave

Employees may be required to contact their Department Director on a regular basis regarding the status of their leave and their intention to return to work.

6.3.4 Certification

Employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of violence, and (3) the leave is to seek assistance for a purpose covered by the Act. The employee must provide written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and if the employee has possession of such document, the employee shall provide one of the following documents: (1) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from: (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic, gender, sexual or other crime of violence or the effects of the violence, (b) a police or court or military record, (c) a death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, documenting that a victim was killed in a crime of violence; or (d) other corroborating evidence.

It is the employee's responsibility to ensure that the Village receives the proper certification. If the Village does not receive adequate certification within a reasonable time period after leave is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences may instead be processed under other applicable leave policies and the employee will be held accountable for time taken under the Village's attendance standards.

6.3.5 Leave Is Unpaid

VESSA leave is unpaid leave. An employee may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for the employee, because the employee was temporarily disabled due to domestic, gender or sexual violence, the employee may use any accrued sick time for that portion of the leave. An employee may use accrued vacation or other personal time for any of the purposes allowed under the Act. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

6.3.6 Medical and Other Benefits

During an approved VESSA leave, the Village will maintain an employee's health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If an employee's leave is unpaid, the employee must pay the employee's portion of the premium during the leave. The employee's group health care coverage may cease if the employee fails to make timely payments of the employee's share of the premiums. If an employee does not return to work at the end of the leave period, the employee may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic or sexual violence, or other circumstances beyond the employee's control. If that is the case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

Vacation, sick time, or other benefits will not accrue while on unpaid VESSA leave. An employee will remain entitled to all the employee's benefits which accrued prior to the employee's leave, however.

6.3.7 Intermittent And Reduced Schedule Leave

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). If leave is unpaid, the Village will reduce the employee's salary based on the amount of time actually worked.

6.3.8 Other Applicable Leaves

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the Family and Medical Leave Act ("FMLA"), will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will also be designated as VESSA leave. VESSA leave will coordinate with leave under the Family Bereavement Leave Act as provided in VESSA.

6.3.9 Returning From Leave

If an employee wishes to return to work at the expiration of the employee's leave, the employee is entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, the employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken leave. The employee must return to work immediately after the expiration of the employee's approved VESSA leave in order to be reinstated to the employee's position or an equivalent position.

If an employee takes leave because of the employee's own medical or psychological condition, the employee is required to provide medical certification that the employee is fit to resume work, according to the Village's usual policies.

6.3.10 Reasonable Accommodation In The Workplace

The Village will consider making reasonable accommodations to an employee or job applicant for a known limitation resulting from domestic, gender, sexual or other crime of violence, unless the accommodation would cause the Village an undue hardship. If an employee is an otherwise qualified individual who can perform the essential functions of the employee's job, but needs such an accommodation, the Village may provide an adjustment to the job structure, workplace facility, work requirements, or the employee's telephone number, seating assignment, or physical security of the employee's work area in response to a need covered by VESSA. The Village will also consider a request for transfer, reassignment, or modified schedule if needed due to a known limitation caused by an act or threat of domestic or sexual violence. Other safety measures may also be appropriate. Any employee covered by VESSA may make a request for leave or for a reasonable accommodation to the Village Manager or their designee.

6.3.11 Confidentiality

The Village will maintain an employee's written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The Village will not disclose the nature of the employee's leave other than to those specific persons who need to know in order to ensure the employee receives their VESSA rights, except as requested or consented to in writing by the employee; or otherwise required by federal or state law.

6.3.12 No Retaliation

The Village strictly prohibits any of its employees, managers or other representatives from discriminating, retaliating, or otherwise treating an employee unfavorably for requesting or taking VESSA leave or exercising any other rights under VESSA. If an employee feels they have been denied their VESSA rights or if an employee feels they have been treated unfavorably for having exercised any VESSA rights, the employee should immediately report such action to the Vice President of Administration and Community Services. The Village will investigate the employee's concerns and take corrective action if it determines that someone has violated the Village's VESSA policy.

SECTION 6.4 MILITARY LEAVE

Military leave and pay shall be granted in accordance with applicable federal and state law.

SECTION 6.5 ADDITIONAL LEAVES (SCHOOL VISITATION, BLOOD/ORGAN DONATION, ETC.)

The Village recognizes employees' right to additional forms of leave as provided by state law. Please notify the Department Director with any questions or concerns regarding the need for time off for any reason.

CHAPTER 7 - DISCIPLINARY AND SEPARATION ACTION

SECTION 7.1 DISCIPLINE

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency, and economy in their work for the Village. Department Directors and Supervisors shall organize and direct the work of their units in a manner to achieve these objectives.

Discipline is established for the good of the Village and its employees, and is intended to improve employee performance, or to correct unacceptable employee action. Talking and counseling with an employee and imposition of special training of an

employee in their job or recommendation or imposition of EAP is not considered discipline. Discipline includes imposing a penalty for breaking rules or for actions that are detrimental and/or disruptive to the effective discharge of Village functions.

In most cases, disciplinary action will ordinarily be of a progressive nature. Repeated violations of the same rule, violations of more than one rule in a single act, violations of different rules at different times, and aggravating circumstances, may be examples for accelerated or compound disciplinary action. Moreover, certain types of offenses may result in immediate dismissal.

This section shall not limit the ability of the Village to take actions regarding employees that it deems appropriate.

7.1.1 Examples for Disciplinary Action

The following is a partial list of conduct that is prohibited and will not be tolerated. The illustrations of offenses listed are not intended as a complete inventory of what can occur in the work environment; such a list would be limitless, but they are to serve as a guide in determining appropriate action.

- A. Incompetency, negligence, misconduct or inefficiency in the performance of assigned duties.
- B. Abusive, threatening or offensive attitude, conduct or language in a public place, towards the public, Village officials, or other employees, or abusive in conduct resulting in physical harm or injury to other employees or to the public.
- C. Violation of any regulation, order or rule, or failure to obey any lawful and reasonable direction given by a superior, including when failure to obey amounts to insubordination, or does or is reasonably expected to result in lower morale or to result in loss, inconvenience, or injury to the public or the Village.
- D. Acceptance for personal use of a gift, fee or other valuable thing which would be in conflict with the Section 2.18, Gifts and Gratuities, of this manual; inducing or attempting to induce another to commit an unlawful act; or any unethical conduct.
- E. Violation of the Village's Anti-Harassment or Equal Employment Opportunity policies.

- F. Any act or occurrence after employment that would have disqualified an individual from initial employment, including conviction of a criminal offense bearing on the performance of job duties.
- G. Where the employee, through carelessness, negligence, or willful misconduct, has caused damage to public property or waste of public supplies or money.
- H. Misappropriating Village property, unlawfully disposing of Village property or records, or other conduct that has or reasonably can be expected to result in loss or injury to the Village or public.
- I. Failure to follow safety rules and regulations or to abide by safe practices.
- J. Where the employee has been absent without leave or has failed to report following the expiration of a leave of absence, for a period of three (3) working days.
- K. Where the employee, without taking a leave of absence without pay, engages in political activities in connection with the Village. (Sec. 2.20)
- L. Excessive absenteeism; unauthorized absences from duty; abusing lunch and break period time limitations.
- M. Refusal to comply with the instructions or directions of supervisors; failure or refusal to cooperate with an internal investigation.
- N. Use of obscenity or other abusive or antagonistic language, attitudes or conduct toward fellow employees, supervisors, residents, or vendors, including acts that interfere with proper cooperation of Village employees to the detriment of efficient public service.
- O. Possession, purchase, use, selling or being under the influence of intoxicating liquor or drugs on Village property, or while operating Village equipment, or while performing the duties associated with the employee's position.
- P. Possession of weapons, explosives or other dangerous objects or substances or of stolen property.
- Q. Where the employee falsely claims disability due to sickness or injury or when an employee improperly uses sick leave as outlined in Section 5.4.8 B.

- R. Disclosing confidential records or information relating to the Village, its residents and vendors.
- S. Theft of or use of Village equipment, property, or material for performing personal or for any other inappropriate purpose.
- T. When the employee has used, threatened or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay or other character of work.
- U. Falsification or alteration of time sheets, personnel records, employment application or any other Village records, including untruthfulness in any Village employment records or investigation.
- V. Withholding information or providing misleading or false information about a job-related injury, illness or accident.
- W. Sleeping during working hours outside of assigned duties.
- X. Engaging in unauthorized personal business during work hours.
- Y. Failure to maintain a neat, clean, and businesslike appearance to be a credit to the Village.
- Z. Failure to comply with any other Village policy or directive or any other misconduct as determined by the Village.

7.1.2 Forms of Discipline

This section lists possible disciplinary actions that may be utilized by the Village. This Section is not a limitation on the Village's authority to impose any form of discipline that it determines to be appropriate in its sole discretion based upon the facts of any given situation. Also, this section is not a guarantee that disciplinary actions will occur in any specified sequence or that one action must necessarily precede another. The Village retains the right to discipline and discharge an employee with or without cause or notice. Nothing contained herein shall prohibit the Village from taking interim measures such as placing an employee on a paid or unpaid leave pending completion of an investigation or gathering of additional information.

A. Reprimand.

The reprimand is usually issued, orally or in writing, when an employee's performance or conduct do not meet acceptable minimum standards.

Generally, criteria for improvement of performance will be detailed and time limits set for accomplishment of acceptable performance.

B. Transfer

An employee may be involuntarily transferred where the employee's performance in their assigned position is below the acceptable minimum and where the supervisor determines that the employee's particular skills might be better utilized in a different position. No reduction in grade or regular base salary will occur when a transfer is made, but future increases may be delayed or curtailed for an indefinite period of time.

C. Demotion

Demotions for disciplinary reasons may be necessary so that the employee, whose work has not been satisfactory, but who does not deserve dismissal, may be retained and assigned less responsible work.

When a Department Director believes that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other cause, the Department Director shall request that such action be taken by the Village Manager. A reduction in rate of pay shall be determined as appropriate by the Village Manager.

D. Suspension

Any action on the part of any employee which is in violation of the orders of their supervisor or contrary to Departmental or Village rules and policies may be suspended without pay. This power is exercisable by the Department Director in conjunction with the personnel officer, for suspensions of up to five (5) unpaid days. Any suspension in excess of five (5) unpaid days, and not to exceed thirty (30) unpaid days, must have the approval of the Village Manager.

A written statement by the Department Director notifying the Village Manager and the employee of the reason(s) for the suspension shall be provided. When a Department Director is suspended the Village Manager shall notify, in writing, the President and Board of Trustees.

E. Dismissal

The Department Director with the approval of the Village Manager may dismiss any employee. The notice of dismissal shall be in writing and shall state the specific charges and reasons for dismissal.

When a Department Director is dismissed the Village Manager shall notify, in writing, the President and Board of Trustees.

SECTION 7.2 GRIEVANCE PROCEDURE

Employees are encouraged to discuss with their supervisors /Department Director any work-related problem. It is the policy of the Village of Western Springs to endeavor to conduct personnel actions that are fair and to provide an open line of communication with all employees. Once identified, most problems can be resolved in a direct and open manner. The process set forth in this policy may be used to address unresolved job-related concerns or complaints.

7.2.1 Oral Report

The employee should first discuss the grievance with the immediate supervisor, preferably the same day the concern or complaint arises but in no instance later than two (2) working days of the concern or complaint, providing the reason and cause of the grievance.

7.2.2 Written Report

If the oral grievance presentation fails to settle the grievance, the employee may, within five (5) working days of the oral report, submit a written grievance report to the employee's supervisor. Within five (5) working days after receiving such grievance, the supervisor may meet with the employee to discuss the matter and shall furnish the employee with a written reply to the grievance. Include details of alleged violation(s) and if an appeal, include the reason for disagreeing with the underlying decision.

7.2.3 Appeal to Department Director

The employee may, within ten (10) working days of receipt of the written response from the supervisor, appeal the decision of the supervisor to the Department Director. In the event of an appeal, the following actions should take place:

- A. Employee shall notify the supervisor of the intent to appeal the decision.
- B. Employee shall present a written grievance to the Department Director with the record taken of the initial meeting.
- C. Within ten (10) working days after receiving such grievance, the Department Director shall furnish the employee with a written reply to the grievance.

7.2.4 Appeal to the Village Manager

The employee may, within ten (10) working days of receipt of the written response from the Department Director, appeal the decision of the Department Director to the Village Manager. In the event of an appeal, the following actions should take place.

- A. Upon the request of the employee, the Department Director shall send a memorandum to the Village Manager wherein the employee's grievances and the action taken to date are set forth.
- B. The Village Manager may conduct an investigation regarding the grievance. Within ten (10) working days of receipt of the memorandum, the Village Manager shall furnish the employee with a written reply. The Village Manager's decision in the matter is final.

SECTION 7.3 REDUCTION IN FORCE

If the Village in its discretion, determines it is necessary to reduce the overall workforce, or any portion thereof, due to lack of work, lack of available funds, or for any other reason, the Village may consider the skills, abilities and past work performance of employees in determining the continuing scope and composition of the workforce. Seniority will not have a direct bearing on who is or is not subject to a reduction in the workforce, rather the Village will consider what needs will fulfill the Village's objectives and mission and will implement a reduction in force based on such business reasons within its discretion.

SECTION 7.4 RESIGNATION

While both employees and the Village have the right to terminate employment at will, with or without cause, at any time, an employee wishing to voluntarily terminate Village employment in good standing generally is required to submit to their Department Director a written resignation stating the reason for termination ten (10) working days prior to termination date. Department Directors are requested to provide longer notice, if possible. An employee is expected to work the employee's last day of employment in order to be considered to have resigned in good standing unless otherwise approved in advance by the Village Manager.

A copy of the employee's letter of resignation shall be forwarded to the Village Manager and to the Personnel Office.

SECTION 7.5 ABANDONMENT OF POSITION

When an employee is absent from work three (3) days or longer without communicating the cause for the absence to the Department Director, this shall be

construed as job abandonment and that the employee has resigned their employment position, whether or not confirmed by the employee.

SECTION 7.6 RETURN OF VILLAGE PROPERTY

An employee, leaving Village employment, whether through resignation, lay-off, or dismissal, shall return any Village property, which they may have in possession. Failure to return all Village property may result in criminal prosecution.

SECTION 7.7 EXIT INTERVIEW

Any time an employee permanently terminates employment with the Village, the personnel officer may request an exit interview with the employee. All required paperwork will be processed and any Village property in the employee's possession must be returned.

The separating employee may be requested to complete an Exit Interview Questionnaire. The employee is encouraged, but not required, to provide input into matters directly associated with their employment with the Village, such as:

- A. Job satisfaction
- B. Training both in-house and outside
- C. Employee's impression of supervision
- D. Compensation and employee benefits
- E. General suggestions for improvement of the delivery of services to residents

SECTION 7.8 FINAL PAY

The final compensation for any employee shall be paid on the next regular pay period following the effective date of said employee's termination.

SECTION 7.9 REINSTATEMENT

Employees who have resigned while in good standing may be rehired. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time.

Employees who resign while awaiting disciplinary action or who are discharged shall not be eligible for reemployment.

Draft 3.6.2025

ORDINANCE NO. 25-????

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DATE: March 24, 2025.

OTHER: Published in pamphlet form.

**AN ORDINANCE APPROVING AND AUTHORIZING
AN UPDATED VILLAGE OF WESTERN SPRINGS
PERSONNEL POLICY AND PROCEDURES MANUAL.**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/10-4-1, municipalities are granted the authority to “provide by ordinance in regard to the relation between all municipal officers and employees in respect of each other, the municipality, and the people”; and

WHEREAS, the current Village of Western Springs (“Village”) Personnel Policy and Procedures Manual (the “Policy Manual”) was approved on October 28, 2013, pursuant to Resolution No. 13-2246, and updated in part on December 18, 2023, pursuant to Ordinance No. 23-3159, and has undergone a comprehensive review to identify policies and procedures for proposed updates; and

WHEREAS, at an open public meeting held on March 6, 2025, the Village’s General Government Committee (the “Committee”) reviewed the Policy Manual and received input from the Village staff as well as provided the opportunity for public input on this matter, and then the Committee voted unanimously to recommend that the Village Board approve and authorize the updated Policy Manual; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village considered and discussed the recommendation of the Committee regarding the Policy Manual and also received input from the Village staff as well as provided the public an opportunity for input as to the Policy Manual. At its March 24, 2025 meeting, the President and Board of Trustees of the Village accepted the Committee’s recommendation to approve and authorize the updated Policy Manual; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that it is protective of the health, safety and welfare of and in the best interests of the Village, its officials, employees, residents, property owners and the public to adopt and authorize the updated Policy Manual.

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 and Adoption of Updated Village of Western Springs Personnel Policy and Procedures Manual. The President and Board of Trustees of the Village of Western Springs approve and adopt the amended version of the Village's Personnel Policy and Procedures Manual (the "Policy Manual"), which is attached to this Ordinance as **Exhibit "1"** and made a part hereof. The Village Manager, or their designee, is directed to implement the amended Policy Manual.

SECTION 3. Direction to Notify All Employees of Updated Village of Western Springs Personnel Policy and Procedures Manual. The President and Board of Trustees of the Village of Western Springs direct the Village Manager, or their designee, to provide written notice to all Village employees of the attached, updated Policy Manual (**Exhibit "1"**) and to issue copies of the updated Village of Western Springs Personnel Policy and Procedures Manual to each Village employee.

SECTION 4. Repeal of Conflicting Legislation. All ordinances, resolutions, policies, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5. Severability. 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 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

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 March, 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 ____ day of March, 2025.

Edward Tymick, Village Clerk

Exhibit "1"

**Village of Western Springs
Personnel Policy and Procedures Manual**

(attached)

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 the Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

**AN ORDINANCE APPROVING AND AUTHORIZING
AN UPDATED VILLAGE OF WESTERN SPRINGS PERSONNEL POLICY AND PROCEDURES MANUAL**

which Ordinance was passed by a roll call vote the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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 March, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 6.C.

To: Board of Trustees

From: Ellen Baer, Village Manager

CC: Michael Jurusik, Village Attorney

RE: [Previously discussed] An Ordinance Amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code. (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on March 6, 2025 and recommended the approval of an Ordinance amendment to Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code to the Village Board. The Village Board of Trustees reviewed this item at the meeting on March 10, 2025.

Summary

The Village of Western Springs Municipal Code 1-13-8 provides that the Village Manager may execute contracts for materials, services or supplies in an amount equal to or lesser than \$25,000. Village Attorney Jurusik and Village Manager Baer recommend that additional contracting authority be provided to the Village Manager for non-financial contracts, agreements and other similar documents (e.g., intergovernmental agreements) that contain an indemnification clause or other binding provisions and such approvals will thereafter be subject to ratification by the Village Board at a subsequent Village Board meeting if they have not already been approved. This amendment will assist the Village in the timely execution of these agreements.

Financial Impact

None.

Recommended Motion

I move to approve an Ordinance amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code.

Strategic Plan Alignment

None.

File Attachments

1. Ordinance No. 25-____ re Code Amendment to Title 1 (Administration) Chapter 13 (Contracts and Purchasing) Section 1-13-8 (Contract

(new text is marked with underlining; deletions to existing text marked using strikethrough)

Draft 2.3.2025

ORDINANCE NO. 25-

VOTE:

AYE:

NAY:

ABSENT:

ABSTAIN:

DATE: February 24, 2025.

OTHER: None.

AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 13 (CONTRACTS, PURCHASES AND FINANCIAL REGULATIONS), SECTION 1-13-8 (CONTRACTS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO THE AUTHORITY OF THE VILLAGE MANAGER TO EXECUTE CONTRACTS.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") desire to amend the Western Springs Municipal Code ("Village Code") to update Section 1-13-8 (Contracts) of Chapter 13 (Contracts, Purchases and Financial Regulations) of Title 1 (Administration) to update the regulations relating to the authority of the Village Manager, or their designee, to approve and execute non-financial contracts, agreements and other similar documents (e.g., memorandum of understanding for intergovernmental cooperation activities or training participation agreements for Village personnel) that may contain indemnification or other binding provisions that create obligations and potential liabilities for the Village of Western Springs ("Village"), subject to ratification by the Village Board at the next available Village Board meeting (the "Code Amendments"); and

WHEREAS, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) provides that contracts may be executed on behalf of a municipality by proper officers designated by ordinance:

"In municipalities of less than 500,000 ... any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$25,000, shall be constructed either (1) by a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the alderpersons or trustees then holding office; However, nothing contained in this Section shall apply to any contract by a city, village or incorporated town with the federal government or any agency thereof."

; and

WHEREAS, during an open public meeting held on February 6, 2025, the General Government Committee (the "Committee") reviewed and considered documents submitted to the Committee regarding the below Code Amendments and received input from Village staff and provided an opportunity for public input regarding the Code Amendments, and then the Committee favorably recommended approval of the Code Amendments by the Village Board; and

WHEREAS, during open public meetings held on February 10, 2025 and February 24, 2025, the Village Board reviewed and discussed the proposed Code Amendments and the Committee's recommendation, the Village staff's recommendation and provided an opportunity for public input regarding the Code Amendments. At its February 24, 2025 Regular Meeting, the Village Board accepted the Committee's favorable recommendation to approve the Code Amendments; and

WHEREAS, pursuant to the statutory and constitutional authority granted by the applicable provisions of the Illinois Municipal Code (65 ILCS 5/1-2 and 65 ILCS 5/8-9-1), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the Village of Western Springs are authorized to approve the Code Amendments and find that the approval of the Code Amendments is protective of the health, welfare and safety of and in the best interests of the health, welfare and safety of the residents, the property owners, local businesses and the general public and align the provisions of the Village Code with the Illinois Municipal Code.

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. Code Amendments. Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-8 (Contracts) of the Western Springs Municipal Code shall be amended, in its entirety, as follows (new text is marked with underlining; deletions to existing text marked using ~~striketrough~~):

"1-13-8: CONTRACTS:

All contracts for work, materials, services, or supplies in an amount equal to or less than the sum of twenty-five thousand dollars (\$25,000.00) shall be executed in writing in duplicate and shall be signed by the Village Manager, or their designee, and all such contracts exceeding the sum of ten twenty-five thousand dollars (\$25,000.00) shall be executed in writing in duplicate and shall be signed by the President, by the Village Clerk on the part of the Village, and by the contractor. Non-financial contracts, agreements and other similar documents (e.g., memoranda of understanding for intergovernmental cooperation activities, training participation agreements for Village personnel) containing indemnification or other binding provisions that create obligations for the Village, which have been reviewed and approved by the Village Attorney, may be approved and signed by the Village Manager, subject to ratification by the Village Board at a subsequent Village Board meeting. One executed copy shall be filed in the Office of the Village Clerk and the other shall be delivered to the contractors. All contracts shall be in the name of the Village."

SECTION 3. Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections and other text contained in the Western Springs Municipal Code shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 4. Repealer; Severability. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect. 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. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

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 February, 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 24th day of February, 2025.

Edward Tymick, Village Clerk

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 the Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

**AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION),
CHAPTER 13 (CONTRACTS, PURCHASES AND FINANCIAL REGULATIONS),
SECTION 1-13-8 (CONTRACTS) OF THE WESTERN SPRINGS MUNICIPAL CODE
RELATIVE TO THE AUTHORITY OF THE VILLAGE MANAGER TO EXECUTE CONTRACTS**

which Ordinance was passed by a roll call vote the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 24th day of February, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of February, 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 February, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 6.D.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager

RE: Amendment to Consulting Services with MGT Impact Solutions, LLC

Recommendation

Consider a recommendation to approve an addendum to the agreement between MGT Impact Solutions, LLC and the Village of Western Springs to include Special Event and recreation consulting services.

Summary

The Village of Western Springs entered into an agreement with MGT Impact Solutions, LLC for Human Resources Project Management services in January. The agreement included an exhibit outlining Human Resources Project management, with an expectation of adding additional consulting services in 2025. Attached for consideration is an exhibit amending the agreement with MGT Impact Solutions, LLC., formerly known as GovTemps USA, for the added use of special event and recreation consulting services with MGT consultant Nancy A. Flores. Consulting services will include special projects, special event management, and other administration assistance.

Financial Impact

Account 1201100
Fund 50100
2025 Budget \$10,000
Project Cost As required

Recommended Motion

I move to approve the amendment to the addendum to the agreement between MGT Impact Solutions, LLC. and the Village of Western Springs to include special event and recreation consulting services.

Strategic Plan Alignment

- Organizational Development

File Attachments

1. Exhibit A - Recreation Consulting Services

EXHIBIT A
Assigned Employee and Base Compensation

Master Agreement Effective Date: March 24, 2025

ASSIGNED EMPLOYEE: Nancy Flores

POSITION/ASSIGNMENT: Temporary Parks and Recreation Manager

TERM OF POSITION: April 14, 2025 – January 2, 2026

BASE COMPENSATION: \$98.60/hour. Employee is paid only for hours worked. Work hours per week will vary but are anticipated to average about twenty (20) /week. Work hours performed for the week should be reported to MGT and client by the end of the work week.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

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: March 24, 2025

AGENDA ITEM 6.E.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, Chris Breakey, Superintendent of Public Works , Diana Puga, Municipal Services Coordinator

RE: [Previously discussed] A Resolution to approve the Illinois Public Works Mutual Aid Network Intergovernmental Agreement (Omnibus Item)

Recommendation

The General Government Committee reviewed this item at their meeting on March 6, 2025 and recommended the approval of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement. The Village Board of Trustees reviewed and discussed this item on March 10, 2025.

Summary

The Village of Western Springs is a member of the Illinois Public Works Mutual Aid Network (IPWMAN). IPWMAN is a statewide mutual aid organization that was created for the purpose of providing disaster relief and mitigation to public works agencies throughout Illinois. Relying solely on neighboring communities during emergencies is dangerous as they may be impacted by the same disaster. Due to the diversity of the IPWMAN members, there are many types of public works equipment made available for mutual aid.

IPWMAN recently made updates to their mutual aid agreement and bylaws. These updates provide clarification that mutual aid is not just for emergencies but includes day-to-day operations and training opportunities, transitions management from IPWMAN Inc. to IPWMAN, an intergovernmental agency and provides a revised process for any future amendments to the agreement. Operational procedures remain unchanged. In order for the Village to retain its membership, we must complete the new mutual aid agreement within 120 days.

Financial Impact

Potential cost of providing mutual aid when called upon by the IPWMAN members paired with potential cost savings when assistance is needed and provided in an emergency.

Recommended Motion

I move to approve a Resolution approving and authorizing the execution of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.

Strategic Plan Alignment

Public Safety and Reduced Risk

File Attachments

1. IPWMAN_Mutual_Aid_Agreement IGA 2.24.25(2037730.1)
2. Resolution No. 25-____ re Approving IGA for IPWMAN Conversion to Governmental Agency(2037727.1)

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

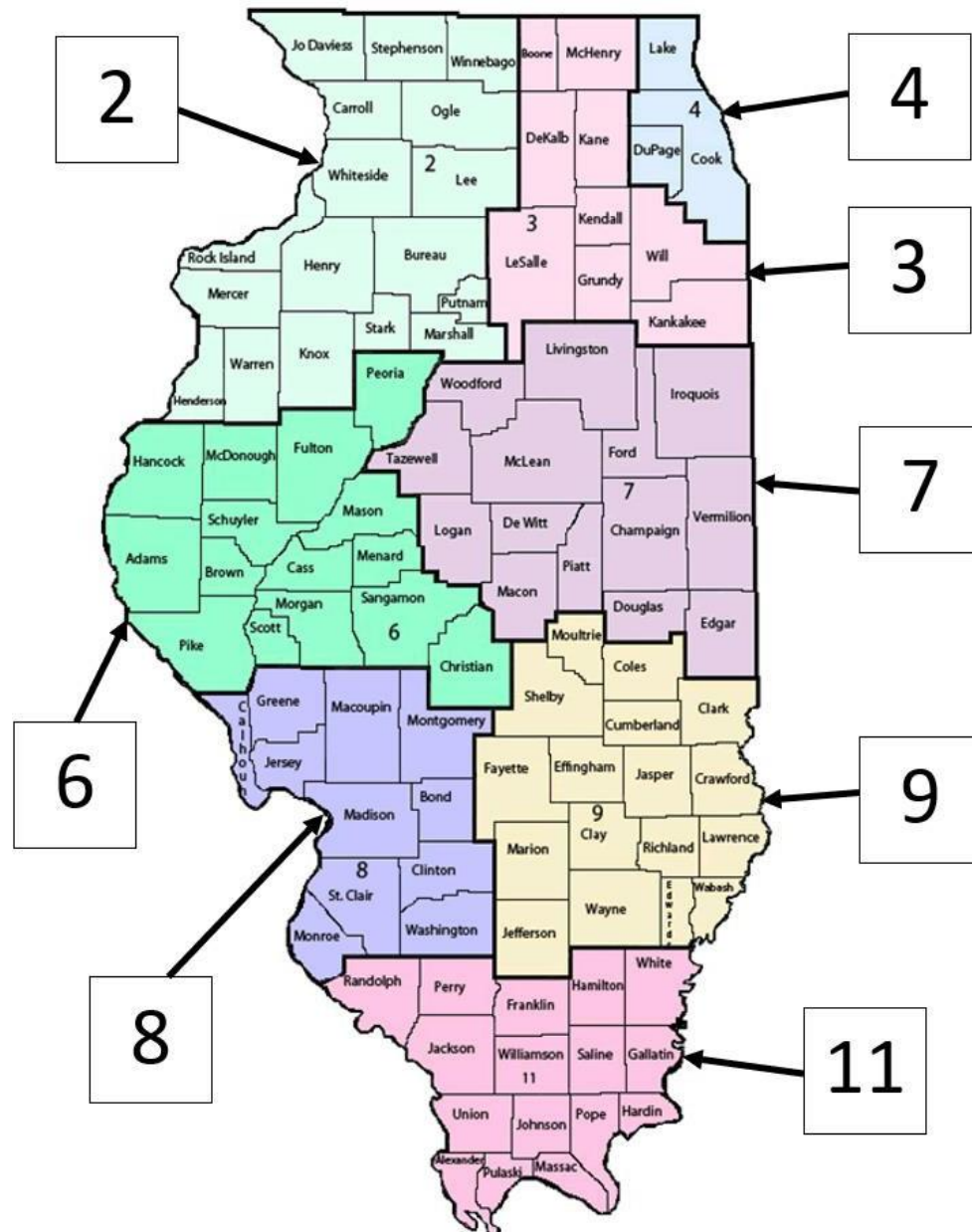
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

DRAFT 2.16.2025
RESOLUTION NO. 25-????
VOTE:
VOTING AYE:
VOTING NAY:
ABSENT:
ABSTAIN:
DATE: March 24, 2025.
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE ILLINOIS PUBLIC WORKS
MUTUAL AID NETWORK INTERGOVERNMENTAL
AGREEMENT.

WHEREAS, by Ordinance No. 19-2961, adopted on July 22, 2019, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or "Village") entered into an agreement entitled "Illinois Public Works Mutual Aid Network Agreement," an agreement which provided for mutual aid between communities in Illinois during emergency situations; and

WHEREAS, the Illinois Public Works Mutual Aid Network ("IPWMAN") provides for mutual aid in public works to protect life and property in an emergency or disaster and to support and further the response and recovery from emergencies or disasters, at an annual membership cost of \$100.00; and

WHEREAS, IPWMAN is now converting from a corporate structure to an intergovernmental agency, and therefore continued membership in the organization requires the Village to approve and enter into an intergovernmental agreement entitled "An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement," ("IPWMAN IGA") a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at an open public meeting held on March 6, 2025, the Village's General Government Committee ("Committee") reviewed and discussed the IPWMAN IGA and received input from the Village staff and provided an opportunity for public input on the matter, and then the Committee recommended that the Village Board approve and enter into the IPWMAN IGA; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village reviewed and discussed the IPWMAN IGA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its March 24, 2025 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the IPWMAN IGA; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(e)), 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 and the Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the Village of Western Springs are authorized to approve and enter into the IPWMAN IGA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the IPWMAN IGA.

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 IPWMAN IGA. In addition, the President and Board of Trustees authorize and direct the President and Clerk, or their designees, to execute the final version of the IPWMAN IGA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the IPWMAN IGA.

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 IPWMAN IGA, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the IPWMAN IGA.

SECTION 4. Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval and execution of this Resolution and the IPWMAN IGA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and an executed version of the attached IPWMAN IGA to the Illinois Public Works Mutual Aid Network for record retention purposes.

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

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 2025, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR MEMBERSHIP IN
THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK
INTERGOVERNMENTAL AGREEMENT.**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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 ____ day of March, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 7.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: An Ordinance Approving a Budget Amendment for the 2025 Street Sweeping and Disposal Services Contract (New Business)

Recommendation

The Finance Committee reviewed this item at their meeting on March 18, 2025 and recommended the approval of a budget amendment in the amount of \$11,885.04 for the 2025 Street Sweeping and Disposal Services Contract. The Village Board discussed the item at the meeting of March 10, 2025.

Summary

On January 30, 2025, the Village issued a Request for Bids (RFB) for the Village's 2025 Street Sweeping Contract. On February 20, 2025, the Village received a total of one (1) bid for the contract from Lakeshore Recycling Systems (LRS). LRS has served as the Village's street sweeping contractor since 2019 and also serves as the Village's waste management company.

The total cost for eight (8) monthly sweeps of the Village boundaries, Public Works, and Village Hall parking lots amounts to a total of \$66,945.04. The FY2025 budget included \$55,060 for Street Sweeping and the current bid exceeds the budgeted amount by \$11,885.04. The Public Works & Water Committee met on March 4th and recommended approving the contract amount pending a budget amendment by the Finance Committee. The Public Works & Water Committee presented its recommendation to the Village Board for review and discussion on March 10th and the item was recommended to be advanced to the Omnibus for March 24th pending Finance Committee approval.

The bid results for Lakeshore Recycling Systems (LRS) and the budget amendment form are attached to this report.

Financial Impact

Account	4102100 53100
Fund	General - Disposal Services
2025 Budget	\$55,060.00
Project Cost	\$66,945.04

Recommended Motion

I move to approve a budget amendment in the amount of \$11,885.04 for the 2025 Street Sweeping and Disposal Services Contract.

Strategic Plan Alignment

None.

File Attachments

1. Budget Amendment - General Disposal Services - 4102100 53100 - March 2025
2. Ordinance No. 25- _____ re Approval of Amendment to FY 2025 Operating Budget for Street Sweeping and Disposal Services (LRS Recycling Services) - BOT

VILLAGE OF WESTERN SPRINGS BUDGET TRANSFER/AMENDMENT FORM						FINANCE USE ONLY:	
Requested by: <u>Matthew Supert</u>						APPROVED:	
Date: <u>02/04/25</u>							
FROM ACCOUNT: (decrease)			TO ACCOUNT: (increase)			Village Manager _____ Da	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Dir of Support Svcs _____ Dat	
			4102100 53100	Disposal Services	\$11,885		
REASON:			REASON: Bids came in higher than budgeted amount.			DATE ENTERED	
						____/____/____	
						By: _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Resolution Required:	
						Yes _____	
REASON:			REASON:			Resolution # _____	
						No _____	
						Budget Transfer # _____	
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT	Page _____ of _____	
REASON:			REASON:				
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:			REASON:				
NUMBER	DESCRIPTION	AMOUNT	NUMBER	DESCRIPTION	AMOUNT		
REASON:			REASON:				

Draft 3.20.2025

ORDINANCE NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 24, 2025.

OTHER: 2/3rds of the Corporate Authorities.

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR STREET SWEEPING AND DISPOSAL
SERVICES IN AN AMOUNT NOT TO EXCEED
\$11,885.04.**

WHEREAS, in accordance with the applicable provisions of the Western Springs Municipal Code, Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 1-13-3 (Annual Budget and Budget Officer), the Illinois Municipal Code (65 ILCS 5/8-2-9.1) and the Open Meetings Act (5 ILCS 120/), the President and Board of Trustees of the Village of Western Springs (the “Corporate Authorities”) adopted the Fiscal Year 2025 Operating Budget for the Village of Western Springs (“Village”) on December 16, 2024 with the passage of Ordinance No. 24-3277 (“FY 2025 Operating Budget”); and

WHEREAS, pursuant to Section 8-2-9.6 of the Illinois Municipal Code (65 ILCS 5/8-2-9.6) and Subsection 1-13-3(D) of the Western Springs Municipal Code, the Village’s Operating Budget may be amended from time to time upon approval of two-thirds (2/3) of the Corporate Authorities; and

WHEREAS, as part of their approval of the FY 2025 Operating Budget, the Corporate Authorities approved an allocation of \$55,060.00 in the General – Disposal Services Fund to pay for street sweeping and disposal services. However, after conducting a competitive bidding process to obtain pricing on street sweeping and disposal services, all bids exceeded the budgeted amount. A budget amendment in the amount of \$11,885.04 is necessary to increase the budget allocation to cover the costs to pay the street sweeping and disposal contract with the low cost bidder; and

WHEREAS, at an open, public meeting held on March 18, 2025, the Finance Committee (the “Committee”) reviewed the proposed Amendment to the FY 2025 Operating Budget and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee recommended that the Corporate Authorities approve the proposed Amendment to the FY 2025 Operating Budget; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the Corporate Authorities reviewed and discussed the proposed Amendment to the FY 2025 Operating Budget, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At their March 24, 2025 meeting, the Corporate Authorities accepted the Committee’s recommendation to approve the proposed Amended FY 2025 Operating Budget, finding that the approval of the Amended FY 2025 Operating Budget 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.

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 in this Ordinance is incorporated by reference into and made a part of this Section 1 as if fully set forth herein.

SECTION 2. Approval and Execution of Amendments to FY 2025 Operating Budget. The Corporate Authorities of the Village of Western Springs approve an amendment to the FY 2025 Operating Budget to increase the funds allocated to the General – Disposal Services Fund in the amount of \$11,885.04 to pay the costs of a street sweeping and disposal contract for Fiscal Year 2025. Upon approval of this Ordinance, the Village President, the Village Clerk and the Village Budget Officer, or their designees, shall execute the Amended FY 2025 Operating Budget.

SECTION 3. Public Inspection of Approved Documents and Filing with the Office of the Cook County Clerk. Upon approval of this Ordinance, the Village Clerk, or their designee, shall arrange to have a certified copy of the Amended FY 2025 Operating Budget placed on file in the Office of the Village Clerk for public inspection, and shall further arrange for a certified copy of this Ordinance and the Amended FY 2025 Operating Budget to be filed with the Office of the Cook County Clerk within thirty (30) calendar days of the approval date of this Ordinance or as otherwise required by State law.

SECTION 4. Repealer; Severability. Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict, and the text of this Ordinance shall control and govern. 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 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on March 24, 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 ____ day of March, 2025.

Edward Tymick, Village Clerk

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 Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-????

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE FISCAL YEAR 2025 OPERATING BUDGET
TO PAY FOR STREET SWEEPING AND DISPOSAL SERVICES**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 24th day of March, 2025.

I further certify that the vote on the question of the passage of the Ordinance 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 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 ____ day of March, 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 7.B.

To: Board of Trustees

From: Chris Breakey, Superintendent of Public Works

CC: Ellen Baer, Village Manager, Jeff Koza, Director of Engineering Services, Matthew Supert, Director of Municipal Services

RE: Beary Landscaping Proposal - Seat Wall and Hardscape at Burlington Avenue and Grand Avenue

Recommendation

The Finance Committee reviewed this item at their meeting on March 18, 2025 and recommended the approval of a proposal from Beary Landscaping to complete seat wall and hardscape improvements at Grand Avenue and Burlington Avenue in an amount not to exceed \$22,373.24. The Village Board discussed the item at the meeting of March 10, 2025.

Summary

In September 2024, the Village embarked on an aggressive multi-phase downtown project with contractor, H. Linden and Sons Sewer and Water, which included a new watermain, new water services and rehabilitation of the streetscapes along the south side of Burlington from Wolf Road to Grand Avenue. Included in the streetscapes were the installation of two new paved seating and dining areas and a raised crosswalk to enhance pedestrian and outdoor dining safety.

During construction, staff identified potential design changes that could improve the proposed pedestrian improvements at the southeast corner of Grand Avenue and Burlington Avenue in front of Oberweis Dairy. The resulting value engineering and redesign allowed for a more aesthetically pleasing and functional layout for pedestrian egress and use of the corner. This revision not only improves the overall user experience but also ensures long-term durability, flexibility and ease of maintenance.

The Village believes utilizing Beary Landscaping, the Village's contracted landscaper, will be the most efficient approach for completing the remaining seat wall construction. Staff recommends proceeding with Beary Landscaping to construct the revised seat wall. The seat wall construction line item would be removed from the current Burlington Avenue Streetscape and Water Main contract. Contractor, H. Linden and Sons Sewer and Water is aware of this proposed change, and do not have any objection to this proposal.

Staff has reviewed and is recommending approval of a proposal for the seat wall from Beary

Landscaping which is not to exceed \$22,373.24.

Financial Impact

The seat wall proposal from Beary Landscaping is a not to exceed \$22,373.24. TIF Funds will be utilized for the work with the funds coming from Account 5201390-60011. The original seat wall design was included in the Burlington Avenue Streetscape and Water Main Project which was awarded in August 2024. The revised value engineered seat wall proposal is a substitute for the original design that was previously approved. The value engineering changes to the seat wall will result in approximately \$10,000 in cost savings to the Village. Staff will present a deductive change order to the Burlington Avenue Streetscape and Water Main Project at a future meeting for Board Approval.

Recommended Motion

I move to approve the proposal from Beary Landscaping to complete seat wall and hardscape improvements at Grand Avenue and Burlington Avenue in an amount not to exceed \$22,373.24.

Strategic Plan Alignment

Infrastructure and Central Business District Improvements

File Attachments

1. Resolution No. 25-__ Re_ Waiver of Competitive Bidding and Approval of Vendor Contract with Beary Landscaping for Hardscape and Seat Wall - BOT Appr.
2. Exhibit A to the Vendor Contract - Beary Proposal - 5494 - Oberweis Bench
3. Vendor Contract between the Village of Western Springs and Beary Landscaping Services, Inc. for Hardscaping and Seat Wall at Burlington Avenue and Gra

RESOLUTION NO. 25-_____
VOTE: Passed on an omnibus vote.
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: April 14, 2025.
OTHER: 2/3rds Majority Vote of Trustees
Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS IN LIEU OF PURCHASE FROM AN AVAILABLE, EXPERIENCED AND QUALIFIED VENDOR, AND AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT DATED APRIL 14, 2025 TO BE ENTERED INTO WITH BEARY LANDSCAPE SERVICES, INC. OF LOCKPORT, ILLINOIS FOR THE COMPLETION OF HARDSCAPE AND SEAT WALL IMPROVEMENTS AT GRAND AVENUE AND BURLINGTON AVENUE, AND AUTHORIZING THE EXPENDITURE OF DOWNTOWN SOUTH TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS IN AN AMOUNT NOT-TO-EXCEED \$22,373.24 TO PAY FOR THE WORK.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract for Goods, Supplies and Services (the "Contract") with Beary Landscape Services, Inc. of Lockport, Illinois (the "Vendor"), for the purpose of performing, providing, delivering, supplying and/or installing certain goods, supplies and services by the Vendor (the "Work") for the benefit of the Village consisting of the installation of a seat wall and hardscape improvements at the southeast corner of Grand Avenue and Burlington Avenue, as set forth in the Contract, which is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the Work is subject to the terms and conditions set forth in the Contract. The Village's approval of the Contract is for a one-time purchase and installation cost as set forth in the Vendor's Proposal No. 5494, attached as Exhibit "A" to the Contract and made a part hereof; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to perform the Work set forth in the attached Contract in exchange for payment of \$22,373.24. The Vendor already performs landscaping services for the Village, and changes in the scope of the Grand Avenue and Burlington Avenue hardscaping project necessitate the approval of the Vendor as an available, experienced and qualified contractor due to their presence within the Village during normal business hours, adequate levels of staff and equipment, and the ability to timely complete the Work. If the Village requests additional services beyond the agreed upon scope of work described as the "Work" in the Contract, then those extra services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Contract or shall be mutually agreed to in writing by the Village and the Vendor and approved as an addendum to the Contract; and

WHEREAS, the Village is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, as amended (the "TIF Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, pursuant to Ordinance No. 15-2777, Ordinance No. 15-2778 and Ordinance No. 15-2779, adopted on January 26, 2015, the President and Board of Trustees of the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's "Downtown South Tax Increment Financing District" (the "TIF District"); and

WHEREAS, the President and Board of Trustees of the Village find that completion of the Work qualifies as eligible “redevelopment project costs,” as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q), and therefore the Village may pay the Vendor to complete the Work using TIF District Funds; and

WHEREAS, at an open, public meeting held on March 18, 2025, the Finance Committee (the “Committee”) reviewed and discussed the terms of the Contract and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Contract; and

WHEREAS, at open public meetings held on March 24, 2025 and April 14, 2025, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract, the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its April 14, 2025 meeting, the President and Board of Trustees accepted the Committee’s recommendation to approve and enter into the Contract; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the TIF Act, and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

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

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

SECTION 2: Approval of Bid Waiver and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the waiver of the competitive bidding process and approve and authorize the execution of the Contract, substantially in the form attached hereto as **Exhibit “1”** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and authorize and direct the Village President and Village Clerk of the Village of Western Springs, or their designees, to execute the final version of the Contract and such other documents as are necessary to fulfill the Village’s obligations under the Contract.

SECTION 3: Approval of Expenditure of TIF District Funds and Other Financial Obligations and Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds, including funds from the Downtown South TIF District as set forth herein, to pay for the Village’s financial obligations under the Contract in an amount not to exceed \$22,373.24, 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 Contract.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and the Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and a fully executed copy of the Contract to the Vendor 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 Regular Meeting thereof held on the 14th day of April, 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 "1"

**VENDOR CONTRACT
FOR GOODS, SUPPLIES AND SERVICES DATED APRIL 14, 2025
TO BE ENTERED INTO WITH BEARY LANDSCAPE SERVICES, INC. OF LOCKPORT, ILLINOIS
FOR THE COMPLETION OF HARDSCAPE AND SEAT WALL IMPROVEMENTS
AT GRAND AVENUE AND BURLINGTON AVENUE
IN AN AMOUNT NOT-TO-EXCEED \$22,373.24**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS
IN LIEU OF PURCHASE FROM AN AVAILABLE, EXPERIENCED AND QUALIFIED VENDOR, AND
AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT DATED APRIL 14, 2025
TO BE ENTERED INTO WITH BEARY LANDSCAPE SERVICES, INC. OF LOCKPORT, ILLINOIS
FOR THE COMPLETION OF HARDSCAPE AND SEAT WALL IMPROVEMENTS
AT GRAND AVENUE AND BURLINGTON AVENUE, AND AUTHORIZING THE EXPENDITURE OF
DOWNTOWN SOUTH TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS
IN AN AMOUNT NOT-TO-EXCEED \$22,373.24 TO PAY FOR THE WORK**

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 14th day of April, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 14th day of April, 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 14th day of April, 2025.

Edward Tymick, Village Clerk



Proposal #5494

Date:

Customer:

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

Property:

929 Burlington Ave
927 Burlington Ave
Western Springs, IL 60558

Mason Seatwall

Prevailing wage Hardscape

Items	Quantity	Unit
Mill Creek Castle Rock - Buechel Stone	3.00	ton
40x40x3" Limestone Buff Cap-RF	2.00	EA
36" x 21" x 2 1/4" Std. Buff Coping RF	5.00	EA
Mortar Spec Mix Type S	10.00	Bag

Items	Quantity	Unit
Total		\$22,373.24

Terms & Conditions

COMMERCIAL TERMS AND CONDITION

1. Payment Terms:

Completed work to be invoiced monthly. Terms: Net 30 days. Balance due 30 days from completion. In the event work cannot be completed due to weather, buyer will pay for completed portion only. There will be a service charge of 1.5% on the unpaid balance, due each month, until the balance is paid in full. All materials and articles furnished hereunder shall remain the property of Beary Landscaping, Inc., until all payments specified herein have been paid in full. If the buyer cancels the contract, a fee of up to 20% of the original contract amount may be assessed. Beary Landscaping, Inc., retains the right to access and enter the property to regain possession of such property without notice. In the event any legal or other action is taken to collect the amount due hereunder, buyer agrees to pay the seller any attorney fees, court costs, collection costs and all other expenses. All work must be paid in full for guarantee to be valid. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation by the buyer or agent from specifications involving extra costs will be performed and will become an extra charge over and above the contract. All agreements contingent upon strikes, accidents, or delays beyond our control. Buyer to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. The contracted price is contingent upon the entire contract value being completed. If the Client wishes to lesser the contracted value once work has started, Beary Landscaping reserves all rights to adjust any or all prices. Once materials have been ordered after having received a client's signed contract, changes to such material selections will be subject to a 30% restocking fee. All sales are final on custom ordered materials. Once plant material is planted in the ground, it becomes the property of the Client and cannot be refunded. All change orders shall be signed by the client in writing or electronic doc.

2. Guarantee:

A) Plant material: Beary Landscaping, warrants replacement of all trees and shrubs for a period of one year following date of installation.

Individual plants will be replaced one time only. This warranty does not apply to annuals, roses, perennials, ground cover, ornamental grasses, buyers transplanted materials, any type of seed and sod, or any material not properly maintained or neglected by owner per Beary Landscaping. This guarantee does not apply to damage to material caused by animals, insects, fungus, vandalism, installation after December 1, snow plowing, salt burn, acts of God such as lightning, wind, or drought. This guarantee is voided if plants are not paid for within 30 days of invoiced date. All material is to be guaranteed as specified.

B) Hardscape: Beary Landscaping, Inc., guarantees its brick paving work against heaving and settling caused by Beary Landscaping, for a period of two years from date of installation. Seller shall not be liable for settling or cracking of any existing structures due to any excavation or brick paving process. Buyer acknowledges that lawn and landscape damage, in conjunction with and adjacent to the newly paved areas, is inevitable. Repairs of these areas are not covered by this contract unless specifically stated. Any repairs or revisions made to hardscape installations by any party other than Beary Landscaping voids this warranty. Beary does not assume responsibility for any of the following material defects, such as but not limited to, color fading, stone efflorescence, spalling of natural stone, hazing from poly-sand, and or general material defects. This guarantee is voided if but not limited to, movement or shifting of soils beneath the project, abusive use or lack of proper maintenance, subsurface settlement from other contractors, changes in underground water table, and salt damage.

3. Sub Grade Hidden Obstacles:

Seller hereby disclaims all liability for damages suffered to any underground buried objects such as septic tanks, sewers, cables, pipes, wires, underground sprinkler systems, landscape lighting, invisible dog fence, and other objects hidden underground, unless buyer shall first put seller on notice in writing that such items exist and the exact location thereof. Final grade is set by excavator / builder. Beary Landscaping is not responsible for any grading issues, including those noted by municipal inspection, outside of fine grading +/- 1". In the event that unforeseen materials or conditions are uncovered during construction such as tree stumps, boulders, concrete, unsuitable soils, additional refuse and labor charges will be charged to the client.

4. Miscellaneous:

Buyer shall secure any permit or license necessary for the performance of the work specified herein. Buyer hereby warrants that he/she is the owner of the property upon which the work is to be performed or is the authorized agent to have such work performed. Buyer grants Beary Landscaping permission to photograph and/or shoot video of site for promotional uses. Buyer holds seller harmless for damages suffered by buyer or any other persons (excluding employees of Beary Landscaping, Inc.) on the property of buyer as a result of all work performed by seller, other than damages resulting from an act or acts of negligence on the part of the Seller. This includes damages to, but is not limited to the items specified in this contract. Seller agrees to include Buyer and Buyer's Trust as additionally named insureds under Seller's commercial general liability policy, said policy to be primary and non-contributory with respect to the work performed by Seller. All agreements of the parties as of the date hereof are contained in this agreement, and the parties shall be bound both individually and collectively, by all the terms and provision contained herein. This proposal may be withdrawn if not accepted within 30 days. The Contract represents the entire and integrated agreement between the Client and Beary Landscaping and supersedes all prior negotiations, representations, or agreements, either written or oral.

Acceptance of Proposal – The prices, specifications, and conditions are satisfactory and are hereby accepted. I have read and received a copy of the Terms and Conditions. Beary Landscaping is authorized to do the work as specified.

Customer Signature: _____ Date: _____

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Beary Landscape Services, Inc. of Lockport, Illinois)**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Beary Landscape Services, Inc. of Lockport, Illinois (the "Vendor"), and is dated as of April 14, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order/Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is undated (Proposal No. 5494 or Agreement), and a true and correct copy of said Proposal/Agreement is attached hereto as **Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Proposal No. 5494/Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Proposal No. 5494/Agreement attached as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Proposal No. 5494/Agreement attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).
 - a. The following **Alternate Payment Schedule** has been agreed to by the Parties: **N/A**

- i. _____ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;
- ii. _____ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
- iii. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
- iv. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
- v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.

5. **Notice to Proceed With the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within _____ (____) **calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order (the "Completion Date").

- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the Village in regard to the Project or any phase of the Project, the Work are performed and the expenses are incurred at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. Those actual, documented Work performed prior to the issuance of the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Agreement.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
- c. **Phasing of Scope of Work.** The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Agreement. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of the Agreement by the Village based on the Village's decision not to proceed with the Project or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of each Phase of the Project and the Work related thereto

are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies as part of Project funding or the Village. In the event of non-receipt of funds marked for appropriation for this Project from the appropriate State agencies or nonappropriation of funds by the Village for the work and Work to be provided under this Agreement, the Village will either not authorize the Vendor to commence the next Phase of the Project or, if a Phase has been commenced, the Agreement shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Agreement beyond the date of termination

- d. **Reporting; Delivery Date of Final Report.** The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
- e. **Electronic Reporting.** In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
- f. **Final Acceptance.** The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Village President or Manager

Date: _____, 2025.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 2025.

VENDOR: _____

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 2025.

NOTARY PUBLIC

By: _____

Date: _____, 2025.

SEAL / STAMP

Exhibit "A"

Vendor's Proposal No. 5494

(attached)

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of the Contract.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
- a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
 - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any Work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing Work under this Contract to agree to adhere to the requirements of this Section 10.

11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - It is authorized to sell and install the goods, supplies, equipment and/or services.
 - The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
 - The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
14. **Insurance.**
- Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
 - Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - Umbrella Coverage – \$1,000,000.00
 - Property Damage – \$500,000.00 per occurrence
 - Automobile Coverage - \$1,000,000.00 per occurrence
 - Errors and omissions insurance or professional liability: TBD by Village Manager
 - Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The

written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

18. **Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of Beary Landscape Services, Inc.**, is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 202__.

Commission expires _____, ____.

Notary Public



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 8.A.

To: Board of Trustees

From: Jill Izzo, Village Clerk, Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: [Previously discussed] An Ordinance Amending Title 9 (Building Regulations) Chapter 10 (Signs) of the Western Springs Municipal Code Relative to Political Signs (Omnibus Item)

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on March 6, 2025 and recommended the advancement of amendments to the Village Municipal Code related to political signs to the Village Board for their review and discussion. The Village Board of Trustees reviewed and discussed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

The State of Illinois adopted Public Act 96-904, which went into effect on January 1, 2011 which requires local political sign regulations to comply with the Illinois Municipal Code referred to as "Limitation on Municipal Regulations on Outdoor Political Campaign Signs on Residential Property" ("Political Sign Law"). Under the Political Sign Law, the Village must eliminate (not enforce) durational limits on posting political signs in residential areas, but may impose certain durational limits on posting political and campaign signs on non-residential zoning districts. A regulation on the number of permitted political signs is also considered too restrictive. The Political Sign Law stipulated that if political signs fall into disrepair or become nuisances due to their condition, they could be removed. The Political Sign Law allowed for reasonable restrictions on the size of political signs on residential properties.

Placement of political signs on election day at polling areas is also regulated based on State of Illinois statutes. Title 10 of the Illinois Compiled Statutes allows for political signs adjacent to polling areas on election day. The local election judge or poll-watcher must designate an area an appropriate distance from the entrance to the polling area for signs to be placed.

The Village Code includes time restrictions on political signs. Additionally, the Village Code does not allow for placement of any non-governmental signs on public property without excluding on election day. The Village had previously not enforced these local restrictions as the State's regulations superseded the Village's ability to regulate. However, it has generated confusion for residents and staff that reviewed the Village Code. As such, staff and the Village Attorney are

proposing minor amendments to Section 9-10 (Signs) to comply with the State's requirements. Proposed changes are underlined and deletions are shown in ~~striketrough~~.

The Planning and Zoning Committee reviewed the draft text amendments at their meeting on March 6, 2025 and recommended to advance the item for review and discussion by the Village Board. The Village Board of Trustees reviewed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Attachment

1. Ordinance - An Ordinance Amending Title 9 (Building Regulations), Chapter 10 (Signs), Subsections 9-10-3 (M), 9-10-3(P),9-10-6(C), 9-10-7 (B), 9-10-9(G), AND 9-10-10(C)3 (Political Signs) of the Western Springs Municipal Code.

Financial Impact

None.

Recommended Motion

I move to approve the Ordinance amending Title 9 (Building Regulations) Chapter 10 (Signs) of the Western Springs Municipal Code Relative to Political Signs under the items contained in the omnibus.

Strategic Plan Alignment

None.

File Attachments

1. Ordinance

ORDINANCE NO. 25-_____
VOTE: _____.
AYES: _____.
NAYS: _____.
ABSENT: _____.
ABSTAIN: _____.
DATE: March 24, 2025.
OTHER: Published in pamphlet form.

AN ORDINANCE AMENDING TITLE 9 (BUILDING REGULATIONS), CHAPTER 10 (SIGNS), SUBSECTIONS 9-10-3(M) AND 9-10-3(P) (APPLICABILITY; EXCEPTIONS); SUBSECTION 9-10-6(C) (LOCATION: RIGHTS-OF-WAY AND PARKWAYS); SUBSECTION 9-10-7(B) (GENERAL RESTRICTIONS: POLITICAL SIGNS); SUBSECTION 9-10-9(G) (SIGNS PERMITTED IN RESIDENTIAL DISTRICTS); AND SUBSECTION 9-10-10(C)(3) (SIGNS PERMITTED IN COMMERCIAL DISTRICTS) OF THE WESTERN SPRINGS MUNICIPAL CODE REGARDING POLITICAL SIGNS.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village”) desire to make certain amendments to the regulations of Title 9 (Building Regulations), Chapter 10 (Signs), Subsections 9-10-3(M) and 9-10-3(P) (Applicability; Exceptions); Subsection 9-10-6(C) (Location: Rights-Of-Way And Parkways); Subsection 9-10-7(B) (General Restrictions: Political Signs); Subsection 9-10-9(G) (Signs Permitted in Residential Districts); and Subsection 9-10-10(C)(3) (Signs Permitted in Commercial Districts) of the Western Springs Municipal Code that relate to regulations regarding political signs (the “Code Amendments”); and

WHEREAS, at a public meeting held on **March 6, 2025**, the **Planning and Zoning Committee (“Committee”)** considered amending the Municipal Code to implement the below Code Amendments, considered the recommendation of Village staff and provided an opportunity for public input relative to the Code Amendments, and the Committee favorably recommended the Code Amendments to the President and Board of Trustees of the Village; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village considered the proposed Code Amendments and the Committee’s recommendation, received input from Village staff and provided an opportunity for public input on the proposed Code Amendments, and at the March 24, 2025 Meeting, the President and Board of Trustees of the Village accepted the findings and recommendation of the **Planning and Zoning Committee** relative to the adoption of the Code Amendments; and

WHEREAS, pursuant to the statutory authority set forth in the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) (“IMC”), including the ability to regulate signs as provided by 65 ILCS 5/11-13-1(12), 65 ILCS 5/11-80-16 and 65 ILCS 5/11-80-17, and Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970, the President and Board of Trustees of the Village of Western Springs find that the approval of the Code Amendments are 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.

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.

2038790_2

SECTION 2: Code Amendments. Title 9 (Building Regulations), Chapter 10 (Signs), Subsection 9-10-3(M) (Applicability; Exceptions) of the Western Springs Municipal Code shall be amended to read in its entirety as follows (new text is underlined and deleted text is shown as stricken text):

“M. Temporary signs, not including political signs, for events of a general, village-wide, civic or public benefit nature as may be authorized by the village board of trustees, which signs shall be removed within forty eight (48) hours after the expiration of such event.”

SECTION 3: Code Amendments. Title 9 (Building Regulations), Chapter 10 (Signs), Subsection 9-10-3(P) (Applicability; Exceptions) of the Western Springs Municipal Code shall be amended to read in its entirety as follows (new text is underlined and deleted text is shown as stricken text):

“The provisions of this chapter shall not apply to the following listed signs, except that there are certain specific provisions contained in this chapter that regulate certain signs listed below:

P. Political signs which are placed on private personal property, commercial property, or real property with the consent of the owner, do not exceed a surface area of six (6) square feet per face size and do not violate the location restrictions of section 9-10-6 of this chapter.”

SECTION 4: Code Amendments. Title 9 (Building Regulations), Chapter 10 (Signs), Subsection 9-10-6(C) (Location: Rights-Of-Way And Parkways) of the Western Springs Municipal Code shall be amended to read in its entirety as follows (new text is underlined and deleted text is shown as stricken text):

“C. Rights-Of-Way And Parkways: No sign, with the exception of political signs on election day, shall be located, erected or maintained upon any right-of-way or parkway for any purpose, except for traffic signs, informational or temporary signs and official signs authorized by the Village or other public or government agencies as provided for in subsections 9-10-9H, 9-10-3B, F, G, H, and M of this chapter, and realtor open house signs as provided for in subsection 9-10-3O of this chapter. On election days, political signs are allowed on any polling place property while the polls are open, and only beyond the 100-foot radius of the polling room, whether publicly or privately owned.”

SECTION 5: Code Amendments. Title 9 (Building Regulations), Chapter 10 (Signs), Subsection 9-10-7(B) (General Restrictions: Political Signs) of the Western Springs Municipal Code shall be amended to read in its entirety as follows (new text is underlined and deleted text is shown as stricken text):

“B. Political Signs: These signs shall not exceed a surface area of six (6) square feet in per sign facearea. These signs shall be placed only on private personal property or within the boundaries of private real property. On election days, political signs are allowed on any polling place property while the polls are open, and only beyond the 100-foot radius of the polling room, whether publicly or privately owned.”

SECTION 6: Code Amendments. Title 9 (Building Regulations), Chapter 10 (Signs), Subsection 9-10-9(G) (Signs Permitted In Residential Districts: Temporary Signs) of the Western Springs Municipal Code shall be amended to read as follows (new text is underlined and deleted text is shown as stricken text):

“G. Temporary Signs: Only the following classes of temporary signs shall be permitted in residential districts, subject to the regulations contained herein:

* * *

12. A political sign shall not exceed a surface area of six (6) square feet in per sign face area. Political signs on residential property are not prohibited during any period of time; however, political signs that fall into disrepair or become a nuisance due to their condition must be removed, but may replaced with a sign in good condition."

SECTION 7: Code Amendments. Title 9 (Building Regulations), Chapter 10 (Signs), Subsection 9-10-10(C)3 (Signs Permitted In Commercial Districts: Temporary Signs) of the Western Springs Municipal Code shall be amended to read in its entirety as follows (new text is underlined and deleted text is shown as stricken text):

"3. No more than two (2) temporary signs, not including political signs, shall be placed on the property at any one time, and no more than one temporary sign of a particular type shall be placed on the property at any one time;"

SECTION 8: Codifier to Make All Necessary Internal Amendments. All tables of contents, indexes, and internal references or cross-references to sections that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 9: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances, codes or regulations, or parts of ordinances, codes or regulations, of the Village of Western Springs in conflict with the provisions of this Ordinance are repealed insofar as they conflict herewith. 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. Except as to the Code Amendments set forth above in this Ordinance, all Chapters and Sections of the Western Springs Municipal Code shall remain in full force and effect.

SECTION 10: 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 the Board of Trustees of the Village of Western Springs, Cook County, Illinois at a Regular Meeting thereof, held on the 24th day of March, 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 ____ day of March, 2025.

Edward Tymick, Village Clerk

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 AMENDING TITLE 9 (BUILDING REGULATIONS), CHAPTER 10 (SIGNS), SUBSECTIONS 9-10-3(M) AND 9-10-3(P) (APPLICABILITY; EXCEPTIONS); SUBSECTION 9-10-6(C) (LOCATION: RIGHTS-OF-WAY AND PARKWAYS); SUBSECTION 9-10-7(B) (GENERAL RESTRICTIONS: POLITICAL SIGNS); SUBSECTION 9-10-9(G) (SIGNS PERMITTED IN RESIDENTIAL DISTRICTS); AND SUBSECTION 9-10-10(C)(3) (SIGNS PERMITTED IN COMMERCIAL DISTRICTS) OF THE WESTERN SPRINGS MUNICIPAL CODE REGARDING POLITICAL SIGNS

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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 March, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 9.A.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: [Previously Discussed] State of IL CY25-26 Rock Salt Joint Participation Agreement
Certificate of Authority by Vote and Joint Purchase Master Contract (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 4, 2025 and recommended approving the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the CY2025-26 rock salt solicitation for the joint purchase master contract(s) for rock salt. The Village Board discussed the item at the meeting of March 10, 2025.

Summary

The Village of Western Springs, along with approximately 193 other communities and governmental organizations in Illinois, participate in a joint purchasing program for road salt. The Village received documentation from the State for participation in the CY25-26 to execute a "Certificate of Authority by Vote" form to identify representatives for the Village to enter into contracts, including joint purchasing contracts, with the State of Illinois. The executed form is due back to the State of Illinois along with the completion of the rock salt contract joint participation agreement, with rock salt tonnage amount (submitted online) no later than April 21, 2025. The Village typically orders between 900–1100 tons of rock salt annually and is required to accept at least 80% of the order. It is anticipated the final contract and contractor will be presented to the Village Board later this year once the State of Illinois has completed a bid and selection of a contractor.

Financial Impact

Presentation of the salt contract for Village approval is anticipated during Fall 2025.

Recommended Motion

I move to approve the Certificate of Authority by Vote to allow the Village of Western Springs to participate in the solicitation for the CY2025-26 joint purchase master contract(s) for rock salt.

Strategic Plan Alignment

None.

File Attachments

1. IDOT Certificate of Authority by Vote
2. Screenshot - State of IL CY25-26 Rock Salt Participation Agreement

Certificate of Authority by Vote

I, Edward Tymick, hereby certify that I am duly elected Clerk of the Village of Western Springs ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Village President and Board of Trustees (*or equivalent governing body*) of the Village of Western Springs, Cook County, Illinois (*Name of Governmental Unit*), duly called and held on April 8, 2024, at which a quorum of the Village President and Board of Trustees were present and voting.

Voted: That Heidi Rudolph (Village President) and Ellen Baer (Village Manager) (*may list more than one person*) are duly authorized to enter into contracts, including joint participation agreements, on behalf of the Village of Western Springs (*Name of Governmental Unit*) with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this Certificate is attached. I further certify that it is understood that the State of Illinois will rely on this Certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____
(Signature & Title)



CMS CY2025-CY2026 Rock Salt Contract Joint Participation Agreement

This Rock Salt Joint Participation Agreement is offered to those governmental units who agree to participate in the CY2025-CY2026 Rock Salt solicitation and who agree to take delivery of required tonnage as specified in the resulting joint purchase master contract(s). The resulting joint purchase master contract(s) will be for a one (1) year term with no options to renew.

BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT WITH A ROCK SALT TONNAGE AMOUNT, YOUR GOVERNMENTAL UNIT WILL BE OBLIGATED TO TAKE DELIVERY OF THAT SPECIFIED AMOUNT DURING THE CONTRACT TERM. READ THROUGH ALL TERMS OF THIS DOCUMENT, INCLUDING THE SIGNATORY'S CERTIFICATIONS, BEFORE SUBMISSION. IF YOU HAVE QUESTIONS ABOUT THE CERTIFICATIONS CONTAINED IN THIS AGREEMENT, CONTACT YOUR GOVERNMENTAL UNIT'S LEGAL COUNSEL.

If you have more than one Ship To location, you **MUST** complete a separate Contract Participation Agreement for each location.

The deadline to respond is 5:00 p.m. April 07, 2025. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation or resulting joint purchase master contract for Rock Salt for the CY2025-CY2026 season.

msupert@wsprings.com [Switch account](#)



The name, email, and photo associated with your Google account will be recorded when you upload files and submit this form

* Indicates required question



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 9.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: [Previously Discussed] A Resolution Authorizing the Approval and Execution of an Agreement with Murphy Construction for the 2025 Public Sidewalk Replacement Project (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 4, 2025 and recommended the approval of the Local Public Agency Agreement with Murphy Construction for the 2025 Public Sidewalk Replacement project, for an amount not to exceed of \$110,000.

Summary

On February 6, 2025, the Village issued a Request for Bids (RFB) for the Village's 2025 Public Sidewalk, Curb, and Gutter Replacement contract. On February 20, 2025, the Village received a total of twelve (12) bids for the contract.

A summary of the bid results is attached to this report. The amount of work will be adjusted to stay within the budgeted funds.

The lowest, most responsive bidder is Murphy Construction Services, LLC. The Village has previously contracted with Murphy Construction Services, LLC for the Sidewalk Shaving since 2021. If awarded, this would be the first sidewalk, curb, and gutter replacement contract Murphy Construction Services, LLC holds for the Village. After performing a reference check, Village staff are confident in the contractor's ability to perform the work.

Financial Impact

Account 4102370 53010

Fund Roadway

2025 Budget \$110,000

Project Cost As required

Recommended Motion

I move to approve a Resolution authorizing an agreement with Murphy Construction for the 2025 Public Sidewalk Replacement project for an amount not to exceed \$110,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Exhibit A to Resolution Authorizing the Approval and Execution of the LPA Formal Contract for 2025 Sidewalk Replacement using MFT Funds - Murphy Cons
2. Resolution No. 25-_____ re Approval of Base Bid Use of Funds 2025 Sidewalk Replacement Program (MFT Funds) BOT Appr. 3.24.2025(2042540.1) (1)

Proposal

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

RE: 2025 Public Sidewalk, Curb, and Gutter Replacement RFB

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 and complete work, respectively, between **May 1** and **August 15** and must be completed within 30 days of work commencements, 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

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
740 Hillgrove Avenue, Western Springs, IL 60558-1478

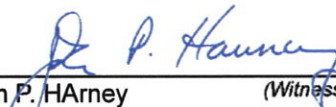
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sidewalk and Cord Replacement

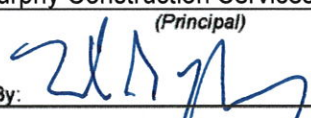
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful 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 18th day of February, 2025

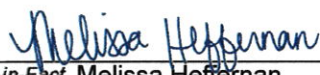

(Witness)


John P. HARNEY (Witness)

Murphy Construction Services, LLC

By:  (Principal) (Seal)  (Title)

U.S. Specialty Insurance Company

By:  (Surety) (Seal)
Attorney-in-Fact Melissa Heffernan (Title)



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, John P. Harney, Melissa Heffernan, Jessica Hernandez, Jacquelyn M. Norstrom,
Matthew Labno, Josefina Rojo

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 **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (***75,000,000.00***).

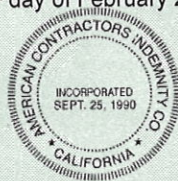
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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
1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS
BONDING COMPANY, UNITED STATES SURETY COMPANY,
U.S. SPECIALTY INSURANCE COMPANY

By:

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.

State of California
County of Los Angeles

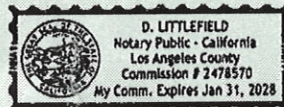
On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory 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

(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
14th day of February, 2024.

Bond No.

Agency No.

16567



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2024

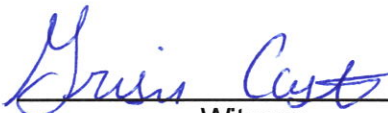
is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due 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.

2/18/25
Date


Proposed Contractor (Bidder)


Witness

Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Public Sidewalk, Curb, and Gutter Replacement RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

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.

Issue RFB	February 6, 2025
Bids Due Date	10:00 AM on February 20, 2025
Village Board Selection of Qualified, Responsive Bidder	March 24, 2025
Begin Contract	May 1, 2025

All questions related to the document must be submitted no later than Monday, February 17 at noon.

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.

Item No.	Items	Unit	Quantity	Unit Price	Total
BASE BID					
1	PCC Sidewalk Removal and Replacement 5"	SQFT	7500	\$10.95	\$82,125
2	PCC Sidewalk Removal and Replacement 7"	SQFT	1000	\$10.95	\$10,950
3	10" Combination Curb and Gutter Removal and Replacement	FT	350	\$40.00	\$14,000
4	PCC Sidewalk, 5"	SQFT	250	\$10.95	\$2,737
5	PCC Sidewalk, 7"	SQFT	150	\$10.95	\$1,642
6	5" Detectable Warnings	SQFT	100	10.95 \$25	\$2,500
7	PCC 8" Flat Work	SQFT	1750	\$12.85	\$22,487
TOTAL BASE BID (ITEMS 1-5)				\$111,454	
TOTAL INCIDENTALS (ITEMS 6-7)				\$24,987	

Name of Bidder: MURPHY CONSTRUCTION SERVICES, LLC

Address: 16W273 83rd ST, STE. D, Burr Ridge, IL

Telephone No. 630-654-8242 Fax No. 630-654-8730

Signature: 

Name and Title: (Please Print) KEVIN CARPENTER - VICE PRESIDENT

Date: 2/18/25

References

Name of Organization: LINCOLNWOOD SCHOOL DISTRICT

Year of Contract: 2022

Contact Name: ATHI TOUFEXIS

Telephone No: 312 - 253 - 3433

Email Address: a.toufexis@studiogc.com

Name of Organization: SCHOOL DISTRICT 113

Year of Contract: 2024

Contact Name: RYAN DUDDY

Telephone No: 312 - 649 - 2172

Email Address: rduddy@pepperconstruction.com

Name of Organization: MINOOKA HIGH SCHOOL

Year of Contract: 2022

Contact Name: KEITH SCHEUBER

Telephone No: 815 - 791 - 3589

Email Address: ~~Kscheuber~~ kscheuber@grpwegman.com

Name of Organization: VILLAGE OF WESTERN SPRINGS

Year of Contract: 2024/2025

Contact Name: MICHAEL SANCES

Telephone No: msances@wvspriings.com

Email Address: 224 - 537 - 5606

Name of Organization: Community Hospital
Year of Contract: 2024
Contact Name: DAVE OTTE
Telephone No: 219-703-1963
Email Address: dotte@powershealth.org

Specification for Construction

The following Specification and other provisions together with the Special Provisions shall govern the construction of the proposed improvement and will be made part of the Contract.

- A. "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, published by the Illinois Department of Transportation (IDOT).
- B. "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2025, published by IDOT.
- C. "Manual on Uniform Traffic control Devices for Streets and Highways – 11th Edition", adopted by FHWA.
- D. "IDOT Highway Standards", Revision 228, effective January 1, 2025, published 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 fully 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

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Public Sidewalk, Curb, and Gutter Replacement** conforming to the terms and conditions set forth herein.

Removal

Removal and disposal of existing sidewalk and curb will be done by the Contractor and shall be removed from the job site as it is excavated. No excavated material will be permitted on the lawn or parkway. No open holes will be allowed for more than two (2) days and never over a weekend or holiday. Any public or private property that is not scheduled for removal and replacement that is damaged by the Contractor including sidewalk, driveways, sod, and curb and gutter, shall be removed, and replaced by the contractor at his/her own expense. All removals shall be saw-cut full dept at the limits of construction.

Excavation

Any excavation, including but not limited to tree roots, necessary to accommodate the new curb or sidewalk at its specified thickness or to allowable cross slope or profile slope shall be considered incidental to the item being constructed and will not be paid for separately.

Concrete

All concrete used shall be State Class SI and be air-entrained. All new concrete construction that is exposed to motor traffic shall be barricaded for three (3) days to allow concrete to set.

Forms

All forms necessary to form the work shall be furnished and set by the Contractor. Forms shall also be removed by the contractor. Only steel forms shall be used.

Back-Filling

All curb and sidewalk shall be backfilled with clean, black soil by the Contractor immediately after the forms are removed. Disturbed areas shall be seeded with grass seed. This work shall be considered incidental and will not be paid for separately.

Subgrade

All subgrades shall be mechanically compacted to the satisfaction of the village prior to pouring the concrete. In the event of inclement weather, water shall be pumped out, and the subgrade shall be allowed to dry to the satisfaction of the Village. This work shall be considered incidental and will not be paid for separately.

Curing of Concrete

All concrete surfaces shall be cured with an impervious membrane curing sprayed on after the concrete has been finished and promptly after the surface sheen has disappeared. This work shall be considered incidental and will not be paid for separately.

Thickness

All sidewalks shall have a minimum of five inches (5") except where a driveway crosses the sidewalk, it shall be a minimum of seven inches (7") in thickness. Curb and gutter shall be a minimum of ten inches (10") thick and shall match the of curb and gutter that remains adjacent to the proposed work. Driveway aprons shall be (7") in thickness and any PCC street repair shall have a thickness of (8").

Combination Concrete Curb and Gutter

All steel tie bars and dowel bars and bituminous surfacing adjacent to the gutter shall be considered incidental to COMBINATION CONCRETE CURB AND GUTTER and COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT and will not be measured for payment. (For further details, refer to the current Village Curb and Gutter Detail)

Driveway Apron

All drive aprons to match the existing and shall be a minimum of (7") in thickness. No wire mesh is allowed in the apron within the Village limits. All apron cuts require a full depth saw cut. A minimum of 4" of subgrade (CA-6) mechanically compacted. Any subgrade will be incidental to the contract and will not be paid for separately.

8" PCC Flat Work

All flat work should match existing and shall be a minimum of (8") in thickness on top of mechanically compacted CA-7. Bars should be No. 6 epoxy coated rebar 18" long at 18" centers grouted in place. Traffic shall be closed for a minimum of 3 days and shall be Class PP (High Early Strength). All surfaces should be cured impervious membrane curing as noted above and bar, expansion joints and curing compound shall be incidental to the contract and will not be paid for separately. (For further details refer to the Current Village Pavement Patching details).

Finish

All sidewalks shall be finished with a metal finishing trowel and then brushed with a textured finish broom except as otherwise noted for matching existing conditions.

Expansion Joints

Expansion joints shall be constructed across all sidewalks the full depth of the concrete at intervals of not more than fifty (50) feet.

The edges at the joint material shall be rounded to a one-quarter inch (1/4") radius.

The joints shall be one-half (1/2") in width and filled with a bituminous filler.

Similar expansion joints shall be made at all points where the new sidewalk joins the existing concrete walk or curb.

Builder's Stamp

All concrete sidewalks shall be stamped in plain legible characters showing the year of construction and the name of the builder thereof.

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 Division of Public Works before any concrete is poured.

Schedule

The undersigned agrees that all work for the contract shall be performed between **May 1** and **August 15** as provided for in the Agreement and must be completed within 30 days of work commencement. No excavations can be left over the weekends or holidays.

5" Detectable Warnings

This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). Work shall be according to Section 424 of the Standard Specifications except modified herein.

After the surface of the concrete has been broom finished, the contractor shall re-finish the edges and joints of the sidewalk to provide a "California Edge" finish. The edging shall be two and one half (2 ½") wide.

Detectable Warnings shall be placed at all crosswalk locations where removal and replacement is performed. This work will be measured and paid for at the contract unit price per square foot for 5" DETECTABLE WARNINGS, which price shall include all required expansion joints, special texturing, and variable height edge treatment at the sidewalk ramps.

Public Convince and Safety

In addition to the requirements of Article 107.09 of the Standard Specifications, the contractor shall maintain entrances and side roads near any proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused by the contractor by complying with these requirements shall; be considered as incidental to the contract, and no additional compensation will be allowed.

During all construction operations, the Contractor will be required to provide, erect, and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. IDOT Standard 701501 is applicable and is included be reference.

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 insure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Superintendent of Public Works, or their designee, the telephone number of the 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 shall 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 construction. This work will not be paid for separately and shall be considered as incidental to the Contract and no extra compensation shall be allowed.

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.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- F. The Vendor complies with the Americans with Disabilities Act.

- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

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.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

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.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

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 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, 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.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

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, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. 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.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

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. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

I. 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.

J. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

i. 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.

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 the 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.

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.

K. 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.

L. 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.

M. 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.

N. 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.

O. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

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

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

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 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, 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.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

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.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

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. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

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.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

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 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: 2/18/25

Attest 

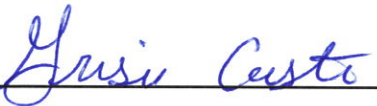
**Contractor's Certification Regarding
Non-Payment of Compensation**

MURPHY CONSTRUCTION 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.


Contractor

DATED: 2/18/25

ATTEST:



EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the ____ day of **February** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and _____ (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 and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Public Sidewalk, Curb, and Gutter Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated February 6, 2025 and as agreed to in the Contractor's Proposal dated February 6, 2025.
2. The Contractor agrees to commence the Work on **May 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **August 15**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Public Sidewalk, Curb, and Gutter Replacement RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXX) in accordance with the Contractor's Proposal dated **February 20, 2025**, 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 however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
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 **February 6, 2025.**
 - B. Instructions to Bidders dated **February 6, 2025.**
 - C. Contractor's Proposal dated **February 20, 2025.**
 - D. Contractor's _____ bid _____ bond submitted by _____
in the amount of \$ _____
dated **February 20, 2025.**
 - E. General Specifications and all additional provisions **February 20, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **February 20, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 20, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: [Signature]
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: [Signature]
(Name and Title)

By: _____
Jill Izzo, Deputy Village Clerk

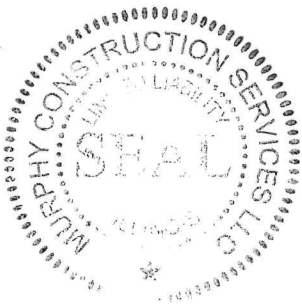


Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, KEVAN CARPENTER, having being first
duly sworn, depose and state that I am the

VICE PRESIDENT
(insert "sole owner" "partner", "president", "other" proper title)

and the authorized agent of MURPHY CONSTRUCTION SERVICES, 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 SIDEWALK / CURB 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: *Hevan Gless*
Name: HEVAN CARPENTER
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 18 Day
Of February, 2025

Grisel Castro
Notary Public

Notary Public



Exhibit C

CHANGE ORDER NO.:

Owner:
 Engineer:
 Contractor:
 Project:
 Contract Name:
 Date Issued:

Owner's Project No.:
 Engineer's Project No.:
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:
 Description:
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)
 By: _____
 Title: _____
 Date: _____

 By: _____
 Title: _____
 Date: _____

Accepted by Contractor

 Approved by Funding Agency (if applicable)

DRAFT 3.19.2025
RESOLUTION NO. 25-_____
VOTE:_____
AYES:_____
NAYS:_____
ABSENT:_____
ABSTAIN:_____
DATE: March 24, 2025
Other: NONE.

A RESOLUTION ACCEPTING THE LOWEST, QUALIFIED, AND RESPONSIVE BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF THE CONTRACT WITH MURPHY CONSTRUCTION SERVICES, LLC OF BURR RIDGE, ILLINOIS, FOR THE 2025 SIDEWALK REPLACEMENT PROGRAM AND AUTHORIZING THE EXPENDITURE OF MOTOR FUEL TAX FUNDS IN AN AMOUNT NOT TO EXCEED \$110,000.00.

WHEREAS, the Village of Western Springs (the “Village”) desires to replace portions of the public sidewalk located on a Village Right-of-Way as part of the Village’s annual sidewalk replacement program by using Village capital funds to pay for the completion of such work (the “Project”); and

WHEREAS, based on competitive bidding of the Project, the Village received proposals until February 20, 2025 and subsequently reviewed all proposals that were received in a timely manner. After completing the bid review and evaluation process, the Village determined that Murphy Construction Services, LLC of Burr Ridge, Illinois (the “Contractor”) submitted the lowest, qualified and responsive base bid of unit pricing as shown in **Exhibit “A”** to complete the Project (the “Contractor Bid”); and

WHEREAS, the Village has budgeted \$110,000.00 from the Motor Fuel Tax Fund for the purpose of paying for the completion of the Project; and

WHEREAS, at a March 4, 2025 public meeting, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the bidding process and the bid review and evaluation process and received input and a recommendation from the Village staff to award the Project work to the Contractor and enter into a contract with the Contractor for performance of the Project and provided an opportunity for public input. At its March 4, 2025 meeting, the Committee recommended that the Village Board award the Project work to the Contractor and enter into a contract with the Contractor for performance of the Project; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village reviewed and discussed the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its March 24, 2025 Regular Village Board Meeting, the President and Board of Trustees of the Village accepted the Committee’s recommendation to award the Project work to the Contractor and enter into a contract with the Contractor for performance of the Project; and

WHEREAS, a copy of the Local Public Agency Formal Contract For 2025 Sidewalk Replacement to be entered into with the Contractor is attached hereto as **Exhibit “A”** and made a part hereof (the “Contract”); and

WHEREAS, pursuant to 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 and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the President and Board of Trustees of the Village

are authorized to accept the Contractor Bid and to approve and enter into the attached Contract, 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 accept the Contractor Bid and to approve and enter into the attached Contract.

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

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

SECTION 2: Acceptance of Low Bid and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs accept the Contractor Bid and approve and authorize the execution of the Contract substantially in the form attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, for the purpose of accepting the lowest, qualified, responsive base bid submitted for the Project, and to hire the Contractor to complete the Project. The President and Board of Trustees of the Village of Western Springs further authorize and direct the Village President and the Village Clerk (or their designees) to execute the final version of the Contract, and such other documents as are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village funds and/or other available funds to pay the Contractor to complete the Project in accordance with the Contract in an amount not to exceed \$110,000.00, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to fulfill the Village's obligations under the Contract.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Contract 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, at a Regular Meeting thereof, held on the 24th day of March, 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"

**LOCAL PUBLIC AGENCY FORMAL CONTRACT
FOR THE 2025 SIDEWALK REPLACEMENT PROJECT
TO BE ENTERED INTO WITH MURPHY CONSTRUCTION SERVICES, LLC OF BURR RIDGE, ILLINOIS**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION ACCEPTING THE LOWEST SUBMITTED PROJECT BASE BID
AND AUTHORIZING THE APPROVAL AND EXECUTION OF
THE LOCAL PUBLIC AGENCY FORMAL CONTRACT FOR THE 2025 SIDEWALK REPLACEMENT PROJECT
TO BE ENTERED INTO WITH THE LOWEST, QUALIFIED AND RESPONSIVE BIDDER
MURPHY CONSTRUCTION SERVICES, LLC OF BURR RIDGE, ILLINOIS,
AND AUTHORIZING THE EXPENDITURE OF MOTOR FUEL TAX FUNDS
IN AN AMOUNT NOT TO EXCEED \$110,000.00 TO PAY FOR THE PROJECT**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 24th day of March, 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 ___ day of March, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 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: [Previously Discussed] A Resolution Waiving the Competitive Bid Process and Authorizing the Executing of a Contract with Hawkins Chemical (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 4, 2025 and recommended the approval of a contract with Hawkins Chemicals and to waive the bid requirement for the approval and purchase of chemicals used in the Village water treatment process.

Summary

The Village has been provided services by Hawkins Chemical for our water treatment needs over the past ten years. The Municipal Services Department has budgeted \$250,000.00 for the purchase of water treatment chemicals in the 2025 budget based on operational averages and estimated annual price increases.

Hawkins has provided a reliable service over the years with their ability to manufacture and provide chemicals not only to Western Springs, but other water distributors, including the DuPage Water Commission. Hawkins has a dedicated water treatment group and provides the Village with a designated Technical Sales representative that extends beyond the chemical needs. Their expertise and assistance extends to pumps, chemical feed systems and other operation specialties related to the water treatment plant. Hawkins is also one of the few nationwide distributors that also manufactures their own chemicals and their reliability was observed in 2021 when other chemical firms closed manufacturing plants.

Attached is the signed contract by Hawkins Chemical and the price list for the chemicals for the 2025 calendar year as of February 27, 2025. This item was reviewed by the Public Works and Water Committee on March 4 and the Village Board at the March 10, 2025 meeting.

Financial Impact

Account: 4302 510 55600

FY2025 Budget: 250,000

Expense: Not to exceed \$250,000.00 in the purchase of chemicals used in the process for water treatment.

Recommended Motion

I move to approve a Resolution waiving the bid process and authorizing a contract with Hawkins Chemical for the purchase of water treatment chemicals in an amount not to exceed \$250,000.00

Strategic Plan Alignment**File Attachments**

1. Resolution No. 25-_____ re Bid Waiver and Approving Contract with Hawkins Water Treatment Group for Chemicals to Treat Water - BOT Appr. 3.24.2025(2042
2. Exhibit A - Village of Western Springs Quote
3. Updated Vendor Contract between the Village of Western Springs and Hawkins, Inc. Water Treatment Group for Potable Water Treatment Chemicals (BOT 3.24

DRAFT 3.19.2025
RESOLUTION NO. 25-????

VOTE:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: March 24, 2025.
OTHER: 2/3rds Majority Vote of Trustees
Required.

**A RESOLUTION WAIVING THE COMPETITIVE BID
PROCESS IN LIEU OF SOLICITATION OF
COMPETITIVE PROPOSALS AND AUTHORIZING
THE APPROVAL AND EXECUTION OF A VENDOR
CONTRACT WITH HAWKINS, INC. WATER
TREATMENT GROUP OF UNIVERSITY PARK,
ILLINOIS FOR THE PURCHASE AND DELIVERY OF
CHEMICALS FOR THE TREATMENT OF POTABLE
WATER, AND AUTHORIZING THE EXPENDITURE
OF VILLAGE FUNDS IN AN AMOUNT NOT TO
EXCEED \$250,000 FOR SUCH PURCHASE.**

WHEREAS, the Village of Western Springs (the “Village”) desires to purchase certain chemicals required for the treatment of potable water as part of its water distribution system from Hawkins, Inc. Water Treatment Group of University Park, Illinois (the “Vendor”). The source of funds to pay for the purchase of the water treatment chemicals are those funds available in the Village Water and Sewer Fund; and

WHEREAS, the Village has budgeted \$250,000.00 in Fiscal Year 2025 for the purchase and delivery of chemicals which are used by the Village for the purpose of potable water treatment; and

WHEREAS, given the limited number of chemical suppliers who sell the type of potable water treatment chemicals needed to operate the Village’s water distribution system, Village staff solicited competitive proposals from known chemical suppliers in lieu of conducting a competitive bidding procurement process. Based upon all pertinent factors reviewed and considered by Village staff regarding the proposals submitted by suppliers, including competitive pricing, Village staff determined that the proposal and specifications provided by the Vendor best meet the Village’s water treatment system specifications. The unit prices for the purchase and delivery of the chemicals are identified and set forth in the Vendor’s proposal, attached hereto as part of **Group Exhibit “1”** and made a part hereof; and

WHEREAS, at an open public meeting held on March 4, 2025, the Village’s Public Works and Water Committee (the “Committee”) reviewed and discussed the recommended proposal from the Vendor, and received input and a recommendation from the Village staff to consider waiving the local competitive bidding process and entering into the Vendor Contract with the Vendor, and provided an opportunity for public input on the matter. At its March 4, 2025 meeting, the Committee recommended to the Village Board that they follow the Village staff’s recommendation to waive the competitive bidding process and approve the Vendor Contract with the Vendor, a copy of which is attached hereto as part of **Group Exhibit “1”** and made a part hereof (the “Contract”); and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village reviewed and discussed the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its March 24, 2025 Regular Village Board Meeting, the President and Board of Trustees of the Village accepted the Committee’s recommendation to waive the bidding process in order to enter into the Contract for the purchase and delivery of chemicals from the Vendor; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western

Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

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

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

SECTION 2: Approval of Bid Waiver and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the waiver of the competitive bidding process and approve and authorize the execution of the Contract substantially in the form attached hereto as part of **Group Exhibit "1"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village attorney, and authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Contract, and such other instruments and documents that are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village Water and Sewer Fund and/or other available funds to pay the Village's financial obligations under the Contract, 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 Contract.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Contract to the Vendor for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 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

Group Exhibit "1"

VENDOR PROPOSAL

and

VENDOR CONTRACT

**BETWEEN THE VILLAGE OF WESTERN SPRINGS AND
HAWKINS, INC. WATER TREATMENT GROUP OF UNIVERSITY PARK, ILLINOIS
FOR THE PURCHASE AND DELIVERY OF CHEMICALS
NECESSARY FOR THE TREATMENT OF POTABLE WATER**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS
IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS
AND AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT
WITH HAWKINS, INC. WATER TREATMENT GROUP OF UNIVERSITY PARK, ILLINOIS
FOR THE PURCHASE AND DELIVERY OF CHEMICALS FOR THE TREATMENT OF POTABLE WATER,
AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS
IN AN AMOUNT NOT TO EXCEED \$250,000 FOR SUCH PURCHASE**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 24th day of March, 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 ___ day of March, 2025.

Edward Tymick, Village Clerk

SEAL

HAWKINS, INC.

WATER TREATMENT GROUP

2450 Horner Ave
University Park, IL 60484
Phone: 815.715.9145 Fax: 708.258.3789

Date: 02/26/2025

To: Village of Western Springs

Attn.: Ronald Derengowski

RE: Chemical Quote

Any Price Change Notification will be **30 days** prior to new pricing adjustment

QUOTATION PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to: terms and conditions stated hereon: receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and /or the manufacturer(s) involved as follows;

Chemical Products:

AWC-102 Ultra	21.12/G
Azone 15 Sodium Hypochlorite	2.7263/G
Sodium Hydroxide 30% Diaphragm	4.4498/G
LPC – AM	14.01/G
Oxalic Acid Bags 50 lb Bag	1.89/lb
AWC – C-234 55G Drum	3.38/lb
AWC – C 236 55G Drum	3.34/lb

Hawkins will provide a free-to-the-customer WATSIM analysis upon request to trouble shoot, and curate specialty blends/chemicals to resolve issues that come from water source and distribution.

Hawkins will provide service with chemical feed equipment with preferred vendors such as the Blue-White Industries pumps that are used for the Village of Western Springs as well as tanks and containment.

Freight: 25.00 per Delivery

A keep-fill schedule has been implemented to accommodate municipal needs, and mitigate emergency's at no charge.

Weekly during high volume months

Bi-Weekly during low volume months

Fuel Surcharge: 20.00-45.00 Per Month per DoE

- Currently 26.00

Thank you for giving me the opportunity to quote you for this product, and I look forward to working with you. Please feel free to contact me on my cell at (815) 715-9145 with any questions or concerns.

Sincerely,

Anthony Popovich

Technical Route Sales

Hawkins Water Treatment Group

**VENDOR CONTRACT FOR
GOODS, SUPPLIES AND SERVICES
(Contractor: Hawkins, Inc. Water Treatment Group of University Park, Illinois)**

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and Beary Landscape Services, Inc. of Lockport, Illinois (the "Vendor"), and is dated as of March 24, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to provide the goods and supplies and/or perform the services, collectively defined as "Work" below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order/Agreement"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is undated (Invoice/Purchase Order/Agreement), and a true and correct copy of said Proposal/Agreement is attached hereto as **Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order/Agreement) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all of the goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order/Agreement attached as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the Vendor's Invoice/Purchase Order/Agreement attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).
 - a. The following **Alternate Payment Schedule** has been agreed to by the Parties: **N/A**

- i. _____ % payment of the Total Contract Price payable to the Vendor at the time of execution of this Contract or the date of the Notice to Proceed;
- ii. _____ % payment of the Total Contract Price payable to the Vendor upon written proof from the Vendor and Village verification of completion of 50% of the Work;
- iii. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 75% of the Work; and
- iv. _____ % payment of the Total Contract Price upon written proof from the Vendor and Village verification of completion of 90% of the Work; and
- v. 10% of the Total Contract Price held by the Village as retention and payable to the Vendor upon written proof from the Vendor and Village verification of completion 100% completion of the Work. Depending on the type of Work, partial and final lien waivers may be required by the Village in order to release payments.

5. **Notice to Proceed With the Work.** The Vendor shall commence the Work under this Contract only upon issuance of written Notice to Proceed from the Village delivered to the Vendor and shall complete the Work within _____ (____) **calendar days** from the date of the Notice to Proceed or as otherwise stated in the Vendor's Invoice/Purchase Order (the "Completion Date").

- a. The Vendor shall diligently and continuously work on the Work until the completion of the Work or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the Village shall extend the Completion Date in equal proportion to the delay caused by the Village. In the event that the Vendor performs any Work and incurs any expenses in furtherance of the Project prior to receiving a written notice to proceed from the Village in regard to the Project or any phase of the Project, the Work are performed and the expenses are incurred at the Vendor's sole risk, and such Work and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the Village. Those actual, documented Work performed prior to the issuance of the Village notice to proceed shall be paid by the Village as part of the "not to exceed" Fee provided by this Agreement.
- b. **Suspension of Work.** The Village, at any time and for any reason, may suspend work on any or all Work by issuing a written work suspension notice to the Vendor. The Vendor must stop the performance of all Work within the scope of the suspension notice until the Village directs the Vendor in writing to resume performance of the Work.
- c. **Phasing of Scope of Work.** The Vendor shall not commence performance of the Work on the initial phase or any subsequent phase of the Scope of Work, unless it first receives a written Notice to Proceed from the Village Representative. In the event that the Village decides not to proceed with the Project or any subsequent phase of the Project for any reason, this Agreement shall terminate upon written notice to the Vendor issued by the Village advising of the termination of the Agreement. In such case, the Village shall be liable to the Vendor only for payment of all actual, completed, documented Work through the date of termination. The Vendor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of the Agreement by the Village based on the Village's decision not to proceed with the Project or any phase of the Scope of Work. The Vendor understands and agrees that funds for payment of each Phase of the Project and the Work related thereto

are subject to the availability of an annual or periodic appropriations for this purpose by the appropriate federal or State agencies as part of Project funding or the Village. In the event of non-receipt of funds marked for appropriation for this Project from the appropriate Federal or State agencies or nonappropriation of funds by the Village for the work and Work to be provided under this Agreement, the Village will either not authorize the Vendor to commence the next Phase of the Project or, if a Phase has been commenced, the Agreement shall be terminated, without termination charge or responsibility for or obligation to the Vendor or for damages or other liability beyond the payment of all actual, completed work and Work that conform to the approved plans through the date of termination. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this Agreement beyond the date of termination.

- d. **Reporting; Delivery Date of Final Report.** The Vendor shall regularly, and no less than bi-weekly, provide both written and verbal reports to the Village Manager to the Village and to any other Village staff or officials upon request regarding the progress of the Work. The Village Manager can require more frequent reporting by the Vendor at any time. Upon final completion of the Work, the Vendor shall deliver a final written report addressed to the Village and with copies delivered to the Village Manager that confirms the completion of the Work (the "Final Report"). The Final Report shall be completed and delivered to the Village on or before the Completion Date.
- e. **Electronic Reporting.** In addition to providing the Village with paper copies of all reports, data or results and the Final Report, the Vendor (and the Primary Representative) shall, to the extent possible, submit documentation regarding the Work to the Village electronically. The Parties agree to work together to develop a procedure for electronic communication of data that is effective and efficient for all Parties.
- f. **Final Acceptance.** The Work, or, if the Work are to be performed in separate phases, each phase of the Work, shall be considered complete on the date of final written acceptance by the Village Manager of the Work or each phase of the Work, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

6. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**

7. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____

Name: _____

Village President or Manager

Date: _____, 2025.

ATTEST:

By: _____

Name: _____

Village Clerk

Date: _____, 2025.

VENDOR: _____

By: _____

Name: _____

Authorized Corporate Officer

Date: _____, 2025.

NOTARY PUBLIC

By: _____

Date: _____, 2025.

SEAL / STAMP

Exhibit "A"

Vendor's Proposal No. 5494

(attached)

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities and its performance of the Contract.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the Work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.
7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation, Venue and Governing Law.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
- a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
 - b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any Work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing Work under this Contract to agree to adhere to the requirements of this Section 10.

11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
 - a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
 - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - f. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - g. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
 - h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
14. **Insurance.**
 - a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
 - b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage - \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit "C"** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Vendor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor's failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village's own insurance. The Vendor and its insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The

written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in **Exhibit "A"** shall be valid or enforceable.

17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

18. **Independent Contractor.** The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of Hawkins, Inc.**, is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 202__.

Commission expires _____, ____.

Notary Public



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 9.D.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager

RE: [Previously Discussed] A Resolution Authorizing the Execution of a Professional Services Agreement with Christopher B. Burke Engineering Ltd. for construction observation of the Springdale Drainage Improvements Project. (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on March 4, 2025 and recommended the approval of a professional services agreement with Christopher B. Burke Engineering Ltd. ("CBBEL") for construction observation of the Springdale Drainage Improvements Project for an amount not to exceed \$579,865.00.

Summary

Staff is recommending the use of Christopher B. Burke Engineering, Ltd (CBBEL) to provide construction observation of the Springdale Drainage Improvements project. CBBEL has assisted the Village through each phase of the project thus far and has done an excellent job. The not-to-exceed amount of the contract is based on the current estimated construction schedule. Any changes to the schedule could impact the number of hours needed for CBBEL to perform the work in their scope.

Financial Impact

This item has been included in the FY2025 budget and the proposal is less than the budgeted amount of \$609,175.

Recommended Motion

I move to approve a Resolution authorizing a professional services agreement with Christopher B. Burke Engineering Ltd. ("CBBEL") for construction observation of the Springdale Drainage Improvements Project for an amount not to exceed \$579,865.00.

Strategic Plan Alignment

This project addresses aging infrastructure and stormwater flooding which are both highlighted in the Village Strategic Plan.

File Attachments

1. Resolution No. 2025- ____ re PSA with Christopher B. Burke Engineering for Construction Observation Services Related to Spring
2. Western Springs Springdale Drainage PH III.022825
3. Exhibit 1 - Rider to PSA for Christopher B. Burke Engineering, Ltd. re Construction Observation Services for Springdale Park Dra

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 24, 2025.

OTHER: None.

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND CHRISTOPHER B.
BURKE ENGINEERING, LTD. FOR THE
PERFORMANCE OF CONSTRUCTION
OBSERVATION SERVICES RELATED TO THE
SPRINGDALE DRAINAGE IMPROVEMENTS
PROJECT (NOT-TO-EXCEED FEE AMOUNT:
\$579,865.00).**

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board" or "Village") and Christopher B. Burke Engineering, Ltd. ("Engineer") desire to enter into a Professional Services Agreement for Construction Observation Services and its Exhibit "1" entitled "Rider to Professional Services Agreement Between The Village Of Western Springs and Christopher B. Burke Engineering, Ltd.", copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services will be performed relative to construction observation related to the Springdale Drainage Improvements Project (the "Project"), which requires the hiring of an engineer ("Engineer") to assist the Village Engineer with monitoring construction. The Engineer's scope of work will continue to include monitoring construction completion during the completion of the Project to ensure that all of the Project improvements are constructed in accordance with the Village-approved plans and specifications (the "Services"). The Services are set forth in more detail in the attached PSA; and

WHEREAS, the Engineer's fee to perform the Services is a not-to-exceed fee of \$579,865.00. The hourly rates and fees set forth in the PSA pertain to Services to be performed in 2025 and 2026, as completion of the Project is expected by the fall of 2026. The Engineer's fees will be paid from the Village's General Fund and/or monies from other lawful sources; and

WHEREAS, at an open public meeting held on March 4, 2025, the Public Works and Water Committee (the "Committee") reviewed the terms of the attached PSA, and received input from the Village staff and provided an opportunity for input from the public on the matter, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the Village Board reviewed and discussed the proposed Services, the PSA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for input from the public on the matter. At its March 24, 2025 meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

WHEREAS, pursuant to the constitutional and statutory 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 Constitution of the State of Illinois of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), the President and Board of

Trustees of the Village of Western Springs are authorized to approve and enter into the attached PSA, and find that it is protective of the health, safety and welfare of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the attached PSA.

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 PSA and its Rider (**Exhibit "1"**), substantially in the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize, approve and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the PSA.

SECTION 3: Approval of Expenses. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the PSA.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of one (1) certified copy of this Resolution and an executed version of the attached PSA to the Engineer.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval and adoption in the manner provided by law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 2025, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between The Village Of Western Springs And Christopher B. Burke Engineering, Ltd.
In Regard To Construction Observation Services
Relating to the Springdale Drainage Improvements Project**

and

Exhibit "1"

**Rider to Professional Services Agreement
Between The Village of Western Springs and
Christopher B. Burke Engineering, Ltd. In Regard To Construction Observation Services
Relating to the Springdale Drainage Improvements Project**

(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 hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR
THE PERFORMANCE OF CONSTRUCTION OBSERVATION SERVICES
RELATED TO THE SPRINGDALE DRAINAGE IMPROVEMENTS PROJECT
(NOT-TO-EXCEED FEE: \$579,865.00)**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 24th day of March, 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 24th day of March, 2025.

Edward Tymick, Village Clerk

SEAL



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 28, 2025

Village of Western Springs
740 Hillgrove
Western Springs, IL 60558

Attention: Jeff Koza, PE, CFM – Director of Engineering Services / Village Engineer

Subject: Proposal for Full Time Construction Engineering Services
Springdale Drainage Improvement Project

Dear Mr. Koza:

Christopher B. Burke Engineering Ltd. (CBBEL) is pleased to submit our proposal to perform professional construction engineering services for the Village of Western Springs (Village). Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

Kevin Wilson, PE, will serve as the primary point of contact for this proposal. Timothy Carter, CBBEL's Construction Project Manager, will manage the project, while a Senior Resident Engineer (Eng IV), will act as the full-time Resident Engineer (RE) and the Village's direct liaison.

This proposal showcases our qualifications and eagerness to provide the required services for the Village. With a proven record of Phase III construction observation in similar projects, we believe this demonstrates our understanding and ability to deliver. The CBBEL team is committed to completing the work on time and to your satisfaction.

UNDERSTANDING OF THE ASSIGNMENT

The project known as the Springdale Drainage Improvement Project consists of storm sewer installation ranging in size from 12" – 54" diameter, excavation of a stormwater detention basin, sanitary sewer installation, ductile iron water main installation, sidewalk, driveways and curb and gutter R&R, HMA surface removal, HMA surface and binder course installation, parkway restoration, baseball field/park restoration, as well as all incidental and collateral work necessary to complete the project as shown on the plans and specifications completed by CBBEL.

The project boundaries include Franklin Avenue, Howard Avenue (from 54th Street to 52nd Place), 52nd Place (from Howard Avenue to Springdale Park), and areas within Springdale Park. All work will be completed in accordance with the contract documents and MWRD permit requirements.

Construction is expected to begin in Springdale Park shortly after the contract is awarded, with full project completion, including punch list items, by October 30, 2026. The Village intends for the contractor to prioritize work in Springdale Park to ensure initial seeding and erosion control blanket placement by Fall 2025. To meet the Village and Park District's deadlines, the following scheduling requirements have been incorporated into the contract:

Start Date: June 16, 2025 (Work allowed to begin in Springdale Park)

Interim Completion Date #1: September 30, 2025

- Substantial completion of stormwater basin (excavation, grading, storm sewer installation, initial Springdale Park seeding, and erosion control).

Interim Completion Date #2: November 28, 2025

- Substantial completion of utility and roadway work in Village right-of-way (water main, storm sewer, sanitary sewer, curb, driveway, and sidewalk replacement).
- Installation of all baseball fields and appurtenances.
- Parkway restoration and Supplemental Seeding in Springdale Park.

Final Completion Date: October 30, 2026

- Final landscaping and punch list completion.

The contractor must provide a detailed work schedule for Village approval and bi-weekly updates during construction.

The following Scope of Services outlines the construction engineering work that is anticipated to be required for the project.

SCOPE OF SERVICES

Task 1 – Pre-Construction

1. Schedule and attend a pre-construction conference with the Contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.
2. Obtain from the Contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. If we have not previously worked with a proposed subcontractor, we will make every effort to check references.
3. Review the construction schedule submitted by the Contractor for compliance with the contract. CBBEL will review it in relation to any milestone dates in the specifications. CBBEL will review the constructability of their plan to ensure that the work is being completed in a logical sequence.
4. CBBEL shall document all existing conditions with videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.

Task 2 –RFIs and Technical Design Support

1. Prepare any Request for Clarification needed as construction proceeds. Once the Contractor submits a proposal, assist the Village in their review and provide a recommendation.
2. Review and coordinate response to any Requests for Information from the Contractor in a timely manner and maintain a separate file for each request.
3. This task provides for estimated hours by the Design Engineer to assist with any Request for Information (RFI) responses to the Contractor, including revised drawings or memos for detailed responses to field changes.

Task 3 – Construction Observation

LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT

1. Verify initial geometric controls.
2. If the Contractor is responsible for construction staking, perform periodic measurements to assure the Contractor's construction staking and construction layout is accurate per plans.

CONSTRUCTION OBSERVATION

CBBEL will provide a full-time Resident Engineer and part-time Construction Senior Project Manager (as needed) who will perform the following tasks. This task assumes an effort of 10 hours per workable day for a period of 24 weeks in 2025 and 100 total hours in 2026 to complete final landscaping maintenance and restoration. We anticipate the contractor to work 6 days a week to meet the demands of the contract schedule. If construction activities continue past the completion date or the work effort substantially differs from above, CBBEL will require additional Construction Observation hours.

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Provide on-site observations of the work in progress and field checks of materials and equipment through a RE and Inspector (if necessary), who shall:
 - Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
 - Cooperate with the Contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project to complete service connections to public utilities and facilities.
 - Record names, addresses and telephone numbers of all Contractors, subcontractors, and major material suppliers.
 - Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
 - Review Contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule. The Contractor is required to submit a revised schedule for approval prior to further payments being made.
3. Determine if the project has been completed in accordance with the contract documents and if the Contractor has fulfilled all obligations.

4. Except upon written instruction of the Village, the RE or Inspector shall not authorize any deviation from the Contract Documents.
5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
7. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

CONSTRUCTION DOCUMENTATION

1. Check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
 - a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
 - b. Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
3. Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued after the award of the contract.
4. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
5. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
6. Prepare a monthly written update to the Village summarizing the Project status, costs, and schedule.

Task 4– Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

Task 5 - MWRD Reimbursement Submittals and RFI

Resident Engineer will coordinate MWRD reimbursements with the Contractor and Village at 25%, 50%, 75%, and 100% completion. This includes the following for each submittal:

1. Intergovernmental Agency Reimbursement Request Form
2. Affidavit (signed and notarized).
3. Intergovernmental Agency Reimbursement Request Summary.
4. Payment Summary for each submittal.
5. Prime Contractor Pay Requests for each period during the submittal.
6. Protected Class Enterprise (PCE) subcontractor costs with proof of payment (canceled checks) for each period during the submittal.

Coordinate and conduct the final inspection with the MWRDGC and Village. Coordinate the completion of the Request for Final Inspection form signed by Contractor, Village, and Consultant Engineer.

Task 6 – Area Resident and Western Springs Park District Coordination

The RE will be responsible for keeping the public aware of the construction activities, as required. This will include, but not limited to, notification of construction starting, detours and/or road closures, access limitations, and disruption of water, sewer, and gas service. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. We will also coordinate with the designee from the Western Springs Park District for all work on their property. Our policy is to respond to all questions or concerns within one business day.

Task 7 – Erosion Control Coordination and Inspection

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's RE or Environmental Specialist will inspect all erosion control measures installed during construction to insure they are in accordance with the Storm Water Pollution Prevention Plan (SWPPP). They will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor, as well as the Village.

Task 8 – Post-Construction

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct a final inspection with the Village and prepare a final list of items to be corrected.
3. Site inspection and separate punch list preparation of the landscaping and amenities.
4. Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
5. Prepare final pay estimate and change order for the Village's approval.
6. Verify all necessary material inspection has been received and documented.
7. Submit the job box to the Village with all pertinent project information.

Task 9 – Record Drawings / Survey Verification

CBBEL will maintain a set of working drawings showing changes in the work during construction. The Contractor is required to complete a Topographic As-Built Survey of the project. CBBEL will review the Contractor record drawings against our working drawings to verify that the Contractor has provided accurate records of the project.

Direct Costs

1. Vehicle Usage – 183 Working Days at \$65/day.
2. Printing Costs for Public Notifications and Plans/Specifications for Construction use. (\$1,000 assumption)

Please note that for any of the observation tasks which CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

Based on the above Scope of Services, our Estimate of Fee is detailed further in the attached CBBEL Staff Hour spreadsheet. CBBEL estimates the following fees for each of the tasks described above:

<u>Task</u>	<u>Description</u>		<u>Fee</u>
1	Pre-Construction	\$	26,280
2	RFIs and Technical Design Support	\$	35,320
3	Construction Observation	\$	396,450
4	Material Testing (by others)	\$	7,500
5	MWRD Reimbursement Submittals and RFI	\$	7,620
6	Area Resident and Western Springs Park District Coordination	\$	34,200
7	Erosion Control Coordination and Inspection	\$	16,100
8	Post-Construction	\$	36,750
9	Record Drawings / Survey Verification	\$	6,750
	Direct Costs	\$	12,895
		Total Fee	\$ 579,865

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. CBBEL Work Effort
Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS ACCEPTED FOR THE VILLAGE OF WESTERN SPRINGS.

BY: _____

TITLE: _____

DATE: _____

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Village of Western Springs
Springdale Drainage Improvement Project
Construction Engineering Services

Engineering Fee Estimate

Task	Description	Classification and Hourly Rate											Total Hours	Fee \$
		Engineer VI 285	Eng Tech V 225	Engineer IV 210	Engineer I/II 160	Landscape Architect 210	Environmental Res. Specialist IV 200	Environmental Res. Specialist III 170	Environmental Technician 145	Survey III 210	CAD Manager 220			
1	Pre-Construction	8	32	80									120	\$26,280
2	RFIs and Technical Design Support	24	16	80	40	8							168	\$35,320
3	Construction Observation	24	180	1540	120	31							1895	\$396,450
4	Material Testing (by others - TSC)												0	\$7,500
5	MWRD Reimbursement Submittals and RFI		4	32									36	\$7,620
6	Area Resident and Park District Coordination		40	120									160	\$34,200
7	Erosion Control Coordination and Inspection			8			8	72	4				92	\$16,100
8	Post-Construction	2	4	160		8							174	\$36,750
9	Record Drawings / Survey Verification		2	24				1		1	4		32	\$6,750
DC	Direct Costs													\$12,895
TOTAL		58	278	2044		47	8	73	4	1	4		2677	\$579,865

*Direct costs = 183 Vehicle Days x \$65/Day + \$1,000 Printing Costs

Total Not-to-Exceed Fee = \$579,865

Key Personnel

Kevin Wilson, PE
Bryan Welch, PE
Tim Carter
TBD
TBD
Alex Schaefer, PE

Construction Supervisor
Design Project Manager
Project Manager
Resident Engineer (full-time)
Construction Inspector
Design Project Manager

Eng VI
Eng VI
Eng Tech V
Eng IV
Eng I/II
Eng IV

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges (\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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Exhibit "1"

**Rider to Professional Services Agreement
Between the Village of Western Springs and Christopher B. Burke Engineering, Ltd.
in Regard to Construction Observation Services for
the Springdale Drainage Improvements Project**

(attached)

**Rider to
Professional Services Agreement
Between the Village of Western Springs and Christopher B. Burke Engineering, Ltd.
in Regard to Construction Engineering Services for the Springdale Drainage Improvements Project**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence

or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.

3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.

9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon

completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups,

and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.

19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with

the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.
- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.

- o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.
3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: March, 2025



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 9.E.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: [Previously discussed] A Resolution Approving a Vendor Contract with Lakeshore Recycling Systems, LLC for Street Sweeping and Disposal Services for CY2025 (To be considered under New Business after related Budget Amendment)

Recommendation

Recommendation pending approval of budget amendment by the Finance Committee.

Summary

On January 30, 2025, the Village issued a Request for Bids (RFB) for the Village's 2025 Street Sweeping Contract. On February 20, 2025, the Village received a total of one (1) bid for the contract from Lakeshore Recycling Systems (LRS). LRS has served as the Village's street sweeping contractor since 2019 and also serves as the Village's waste management company.

The total cost for eight (8) monthly sweeps of the Village boundaries, Public Works, and Village Hall parking lots amounts to a total of \$66,945.04. The FY2025 budget included \$55,060 for Street Sweeping and the current bid exceeds the budgeted amount by \$11,885.04. Staff also presented a budget amendment to the Finance Committee and it was recommended for approval. The budget amendment and this item would be approved in succession at the Board meeting of March 24, 2025,

The bid results for Lakeshore Recycling Systems (LRS) are attached to this report.

Financial Impact

Account 4102100 53100

Fund General - Disposal Services

2025 Budget \$55,060.00

Project Cost \$66,945.04

Budget Amendment recommended by Finance Committee will be approved prior to approval of this agreement.

Recommended Motion

I move to approval a Resolution authorizing a vendor agreement with Lakeshore Recycling Systems for Street Sweeping and Disposal Services for CY2025 in the amount of \$66,945.04.

Strategic Plan Alignment

None.

File Attachments

1. 2025 Street Sweeping - LRS Bid
2. LRS Schedule of Prices
3. Resolution No. 25-____ re Accepting Low Bid and Approving Vendor Contract with Lakeshore Recycling Systems for Street Sweeping and Disposal Services -



CONTRACT REQUIREMENTS FOR
2025 STREET SWEEPING & DISPOSAL SERVICES

FEBRUARY 20, 2025
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: **2025 Street Sweeping & Disposal Services RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **Thursday, February 20, 2025**, 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.

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) or 10% of the bid price, whichever is greater, 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 Edward Tymick, Village Clerk

Published in the Doings Newspaper on January 30, 2025

cc: Ellen Baer, Village Manager
Jill Izzo, Deputy Village Clerk

I. Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: January 30, 2025

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

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

2025 Street Sweeping & Disposal Services RFB
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 **Tuesday, February 20, 2025**, 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 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 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 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.

II. Proposal

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

RE: 2025 Street Sweeping & Disposal Services RFB

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 on **April 1** 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.

02/19/2025
Date

LRS, LLC
Proposed Contractor (Bidder)

[Signature]
Witness

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

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

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

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

PROJECT:

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

2025 Street Sweeping & Disposal Services

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 20th day of February, 2025


(Witness)


(Witness) Christine Marotta

Lakeshore Recycling Systems, LLC

(Principal)

(Seal)

By: 
(Title)

United States Fire Insurance Company

(Surety)

(Seal)

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



State of Illinois
County of DuPage

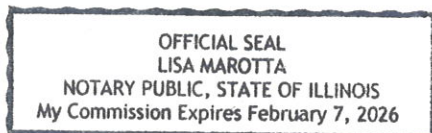
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Lisa Marotta **Notary Public of** DuPage **County, in the State of** Illinois ,

do hereby certify that James I. Moore **Attorney-in-Fact, of the** United States Fire

Insurance Company **who is personally known to me to be the same person whose**
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
United States Fire Insurance Company **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Downers Grove **in**
said County, this 20th **day of** February , 2025 .



A handwritten signature in cursive script, appearing to read "Lisa Marotta", written over a horizontal line.

Notary Public

Lisa Marotta

My Commission expires:

February 7, 2026

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **James I. Moore**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: Village of Western Springs

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission #: 50125833
My Commission Expires 4/7/2025

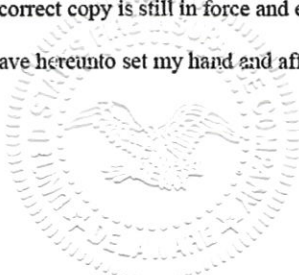
Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of February 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



III. Bid Schedule

Contact Information

All questions concerning this Request for Bids shall be directed to Diana Puga at (708) 246-1800 ext. 204 or dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Street Sweeping & Disposal Services RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

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.

Issue RFB	January 30, 2025
Bids Due Date	10:00 AM on February 20, 2025
Village Board Selection of Qualified, Responsive Bidder	March 24, 2025
Begin Contract	April 1, 2025

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

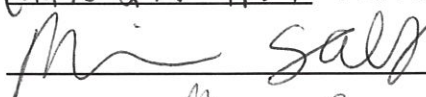
Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7,468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>7,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Powis Rd, West Chicago IL 60185

Telephone No. (224) 297-4764 Fax No. N/A

Signature: 

Name and Title: (Please Print) Michael Sales - Operations Manager

Date: 02/19/2025

References

Name of Organization: See Attached

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: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Name of Organization: _____

Year of Contract: _____

Contact Name: _____

Telephone No: _____

Email Address: _____

Contact Name: Tony Bellafigiore **Village/Business:** City of St. Charles

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 377-4462 ; tbellafigiore@stcharlesil.gov

Scope of Work : Town Sweep

Address: 1405 S 7th Ave, St Charles, IL 60174

Contact Name: Brian Yarbrough **Village/Business:** Village of Itasca

Dates Employed: 2022 to Current

Phone Number or E-mail address: (630) 228-5785 ; byarbrough@itasca.com

Scope of Work : Town Sweep

Address: 411 N Prospect Ave, Itasca, IL 60143

Contact Name: Michael Warmus **Village/Business:** Village of Bartlett

Dates Employed: 2021 to Current

Phone Number or E-mail address: (630) 837-0811 ; mwarmus@bartlettIL.gov

Scope of Work : Town Sweep

Address: 1150 Bittersweet Dr, Bartlett, IL 60103

Contact Name: Nate Landers **Village/Business:** City of Geneva

Dates Employed: 2019 to Current

Phone Number or E-mail address: (630) 232-1502 ; nlanders@geneva.il.us

Scope of Work : Town Sweep

Address: 1800 South St, Geneva, IL 60134

Contact Name: Daniel Leicht **Village/Business:** City of Glenview

Dates Employed: 2020 to Current

Phone Number or E-mail address: (847) 376-0087 ; dleicht@glenview.il.us

Scope of Work : Town Sweep

Address: 2500 E Lake Ave, Glenview IL, 60026

IV. Contract Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Street Sweeping and Disposal Services** conforming to the terms and conditions set forth herein.

A. Intent

It is the intent of these specifications and contract that the Village obtain the services of a Contractor to provide street sweeping services and disposal of collected debris on the entire street network in the Village from April 1 through December 31. For bid purposes, the Village has approximately 97 curb miles to be swept as directed by the Village (see Attachment B) and two parking lots. The entire network shall be swept five (5) times (with 3 optional sweeps). Normal sweeping will occur once per month, from May to September, and optional sweeping will be available at any other time during the life of the contract. All Village Street and curb lines are to be swept clean of all debris and fine particles. Any additional sweeping required will be at the direction of the Director of Municipal Services or his designee.

B. Examination of Site

Bidders 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 his work as will not cause any interruption or interference with any other contractor.

C. Meeting Before Work Begins

It is mandatory that the Contractor meets with the Director of Municipal Services or his designee(s) at least one week prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

D. 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.

E. Basis of Payment

The Contractor shall be paid for the work described herein on a per sweep basis. A sweep shall be considered a complete cycle for the month through each of the Village's 97 curb miles of roadway with disposal of all sweeping debris collected as a product of the sweep.

F. 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.

G. Working Hours

The Contractor shall begin work no earlier than 5:00 AM and be completed by 7:00 AM Monday through Friday in the business district/downtown area and municipal lots.

The Contractor shall begin work no earlier than 7:30 AM and be completed by 7:00PM, Monday through Friday in residential areas.

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. The Contractor shall be required to check in with the designated contact person in Public Works every day before any sweeping activities begin.

H. Trespass on Land

The Contractor shall confine his 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.

I. 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, roll-off dumpster costs or rental, disposal and or tip fee, 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.

J. Additional Work

The Village reserves the right to order additional sweeps or optional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Director of Municipal Services or his designee, has approved the charges in writing.

K. Additional Information

Each bidder shall be asked to provide the following data with the bid:

A statement of the items or equipment that the bidder proposes to use on the project and a statement noting which of these items of equipment the bidder owns. A separate statement is needed for those items the contractor does not own but will be able to rent or otherwise have access to use.

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.

L. 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.

M. Material Safety Data Sheets

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

N. 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. Onsite 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.

V. **Street Sweeping Specifications**

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Street Sweeping and Disposal Services** conforming to the terms and conditions set forth herein.

1. **Sweeping Equipment**

A. Equipment Requirements

The Village requires that the Contractor have both vacuum and mechanical type sweepers available. The Village will determine if the vacuum or mechanical unit will service the Village as the primary unit. In this instance the Village would provide the Contractor at least 48 hours' notice. All equipment shall be in good working order. All equipment must be equipped with backflow prevention devices or a minimum air gap of one inch (1") must be maintained between the full level of the water tank and fill tube. A current certification of testing or a visual inspection of the air gap must be maintained by the Contractor at all times and supplied to the Village for each machine before those machines are allowed to connect to the Village of Western Springs water supply at the fire hydrant located at the Public Works Garage. Any new machines obtained by the Contractor shall have their certifications provided to the Village before they are used in the community. Any certifications that are expiring shall be updated and provided to the Village prior to the expiration date. It is the responsibility of the Contractor to pay all costs required for maintaining a current certification for each machine. The Village has the right to disapprove the use of any machine the Contractor may bring to the Village that is not operating properly or if the equipment is not in good working order. In the case of equipment breakdown or failure or equipment that is not in good working order, the Contractor must be able to provide a similar unit within 24 hours from the time of the original breakdown at no additional charge to the Village.

B. Vacuum Units

Vacuum units must have a suction of not less than 8000 cfm and a hopper capacity of 5 cubic yards or greater. The vacuum units must have functioning gutter brooms mounted on both sides of the unit and the ability to sweep from either side. The unit must be able to adequately sweep at least an eight (8) foot wide path (utilizing a four (4) foot wide center broom) in one pass.

C. Mechanical Units

Mechanical sweepers must have a 4 cubic yard hopper capacity or greater and must have gutter brooms mounted on both sides and the ability to sweep from either side as well as both gutter brooms being able to operate simultaneously. The main broom shall be a minimum of fifty-eight inches

(58") wide. The mechanical sweeper must be able to adequately clean a minimum eight foot (8') wide path in one pass. The length of the broom bristles shall be adequate to properly conduct the sweeping operations, as determined by the Village.

D. Roll-Off Waste Dumpster

The Contractor shall provide a roll-off waste dumpster for the collection and removal of waste debris collected by the street sweepers. Dumpsters shall be not greater than 20 yard in volume dumpsters unless otherwise agreed to by the Village. Dumpsters must be removed when full, within two (2) business days of completing a sweep, or if directed by the Village due to an extreme odor issue or other health or safety reason. The Dumpster may be stored at a specified location at the Public Works Garage.

2. Types of Sweeping

A. Regular Schedule Sweeping

The Village of Western Springs will require the Contractor to provide a workday which follows the same working hours as the Public Works Department (or a time agreeable with the Village). The workweek will be Monday through Friday. Unless otherwise approved by an authorized representative of the Village, all work by the Contractor shall be completed at least one (1) hour prior to the end of the Village's specified work hours, in order to allow an opportunity to review the completed work. The Contractor shall follow the schedule provided to them by the Village (see attachment A). One full sweep of the 97 curb miles will be required to be completed no later than 72 hours (3 business days) after it has begun. The Contractor may use any numbers of units to complete the sweep in the given time frame. The Contractor shall use the same operator or operators for these units from day to day to allow greater efficiency, productivity, and continuity.

B. Special Request Sweeping

The Village requires the Contractor to be available to provide service for special request sweeping such as parades, carnivals, construction projects, etc. In these instances, the Village will require the Contractor to respond on-site within 24 hours from the original call from the Village requesting service. This type of sweeping would be paid on a per hour basis so bids will need to itemize an hourly rate for Special Sweeping. The Contractor will furnish separate billing for these responses.

C. Emergency Response Sweeping

The Village may require emergency response sweeping by the Contractor for special sweeping. This would be for material spills or other emergencies designated by the Village that would occur outside of the normal sweeping schedule. In these instances, the Village would require the Contractor to

respond on-site within 2 hours from the original call from the Village requesting service. This type of sweeping would be paid on a per hour basis so bids will need to itemize an hourly rate for Emergency Sweeping. The Contractor will furnish separate billing for these responses.

3. General Requirements

A. Inspection of Completed Work

The Village will require the Contractor to check in at the beginning and the end of each sweeping shift, and prior to undertaking any work in the Village, with the Director of Municipal Services or his designee. At the end of each shift the operator shall complete and return a Village Street Sweeping form to the Village designee (see attached B). The Director of Municipal Services or their designee will inspect the work the same or next day. Anything not swept to the Village's satisfaction will be swept again the following day at no additional cost to the Village. The Village will expect approximately 2.7 curb miles of sweeping per hour as a guideline. Failure to meet this standard without justifiable cause, as determined by the Village, may result in the assessment of liquidated damages.

B. Substandard Work

Up to twenty percent (20%), as appropriate based on the quantity and quality of the substandard work will be deducted from the Contractor's monthly payments by the Village for documented instances of substandard workmanship. At the Village's discretion, the Contractor may be allowed to redo the substandard work to allow for satisfactory completion of the work, as determined by the Village.

C. Disposal of Debris

The Village will provide a site that the Contractor will use for storing the roll-off dumpster supplied for this contract by the Contractor for the street sweeping debris that has been completed in the Village of Western Springs only. The Contractor shall utilize the designated area at this site for the disposal of all debris. The contractor shall deposit the debris on the pavement near the dumpster and the Village will load the debris into the dumpster. Failure to utilize the specific area directed by the Village shall result in the clean-up and removal of that debris or this inaction shall result in the assessment of liquidated damages. Dumpster use and disposal of debris costs shall be included in the unit cost in the cost per sweep.

D. Water Supply

The Village will supply water for sweeping. The Contractor shall draw water only at the fire hydrant located in the Public Works yard. Failure to adhere to this requirement may result in the assessment of liquidated damages or allow the Village to void the agreement.

E. Estimated Quantities

The Village reserves the right to add or delete quantities to the contract at the same unit costs contained in the original proposal.

(a)	Street Sweeping	Eight (8) Sweeps at approximately 97 curb miles per sweep including debris removal.
(b)	Municipal Parking Lots – Village Hall & Public Works	Eight (8) Sweeps
(c)	Special Request Sweeping	20 Hours (optional)
(d)	Emergency Request Sweeping	10 Hours (optional)
(e)	Additional Full Village Sweeps	3 Sweeps (optional)

VI. 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.

Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

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.

Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

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.

Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide

that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

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 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, 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.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

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, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.

- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. 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.

Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

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. 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.

IX. NO PERSONAL LIABILITY.

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

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

The term of this contract shall be a one-time contract, ending upon manager sign-off, after the notice to proceed date, unless the contract is terminated pursuant to the terms herein.

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 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, 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.

Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

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.

Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

Taxes, Benefits and Royalties

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. Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the

incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

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.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

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 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.

LRS, LLC

Contractor

Date:

02/19/2025

Attest

Mi Saly

**Contractor's Certification Regarding
Non-Payment of Compensation**

LRS, 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.

LRS, LLC
Contractor

DATED: 02/19/2025

ATTEST:

M. Sg

EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)

Exhibit A

Agreement

This Agreement (the "Agreement") made this the 19th day of **February** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and

LAS, 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 and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Grand Avenue Community Center (GACC) Flooring Replacement RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated February 4, 2025 and as agreed to in the Contractor's Proposal dated February 4, 2025.
2. The Contractor agrees to commence the Work on **April 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **December 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Grand Avenue Community Center (GACC) Flooring Replacement RFB a total dollar amount not to exceed XXXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **February 20, 2025**, 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 however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
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 30, 2025.**
 - B. Instructions to Bidders dated **January 30, 2025.**
 - C. Contractor's Proposal dated **February 20, 2025.**
 - D. Contractor's bid bond submitted by LRS, LLC
in the amount of \$ 101,705.04 dated **February 20, 2025.**
 - E. General Specifications and all additional provisions **February 20, 2025.**
 - F. Contractor's Drug Free Workplace Certification dated **February 20, 2025.**
 - G. Contractor's Certification Regarding Non-Payment of Compensation dated **February 20, 2025.**
 - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - I. Exhibit C – Change Order Form
 - J. Required Performance and Payment Bonds provided by the Contractor.
 - K. Required Insurance Certificates provided by the Contractor.
 - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.

8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: M. Scaf - Operating Manager
(Name and Title)

By: _____
Heidi Rudolph, Village President

*Corporate Seal of corporation

*Village Seal

Attest:

By: Hector Reyna - Dispatch
(Name and Title)

By: _____
Jill Izzo, Deputy Village Clerk

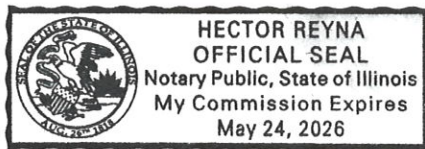


Exhibit B

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS
BY THE CONTRACTOR**

I, Michael Sales, having being first

duly sworn, depose and state that I am the

Operations Manager

(insert "sole owner", "partner", "president", "other" proper title)

and the authorized agent of LRS, 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 Street Sweeping 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: *Michael Sales*
Name: Michael Sales
Title: Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 19 Day
Of February, 2025.

Hector Reyna
Notary Public

Notary Public

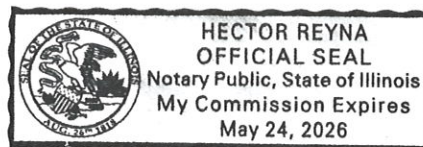


Exhibit C**CHANGE ORDER NO.:**

Owner:
Engineer:
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)
By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)

Attachment A

2025 SWEEPING SCHEDULE

The First Monday of each month shall be the start date for the Contractor's sweeping operations.

April 7, 2025	1 Sweep
May 5, 2025	1 Sweep
June 2, 2025	1 Sweep
July 7, 2025	1 Sweep
August 4, 2025	1 Sweep
September 1, 2025	1 Sweep
October 6, 2025	1 Sweep
November 10, 2025	1 Sweep
December 1, 2025	1 Sweep

Any sweeping days that happen to fall on a holiday should take place on the first day after said holiday unless the Village and contractor agree on a schedule change.

Optional sweepings may occur anytime within the life of the contract.

Per request the Village may require that more sweepers be brought in. There will be no additional charge for additional sweepers.

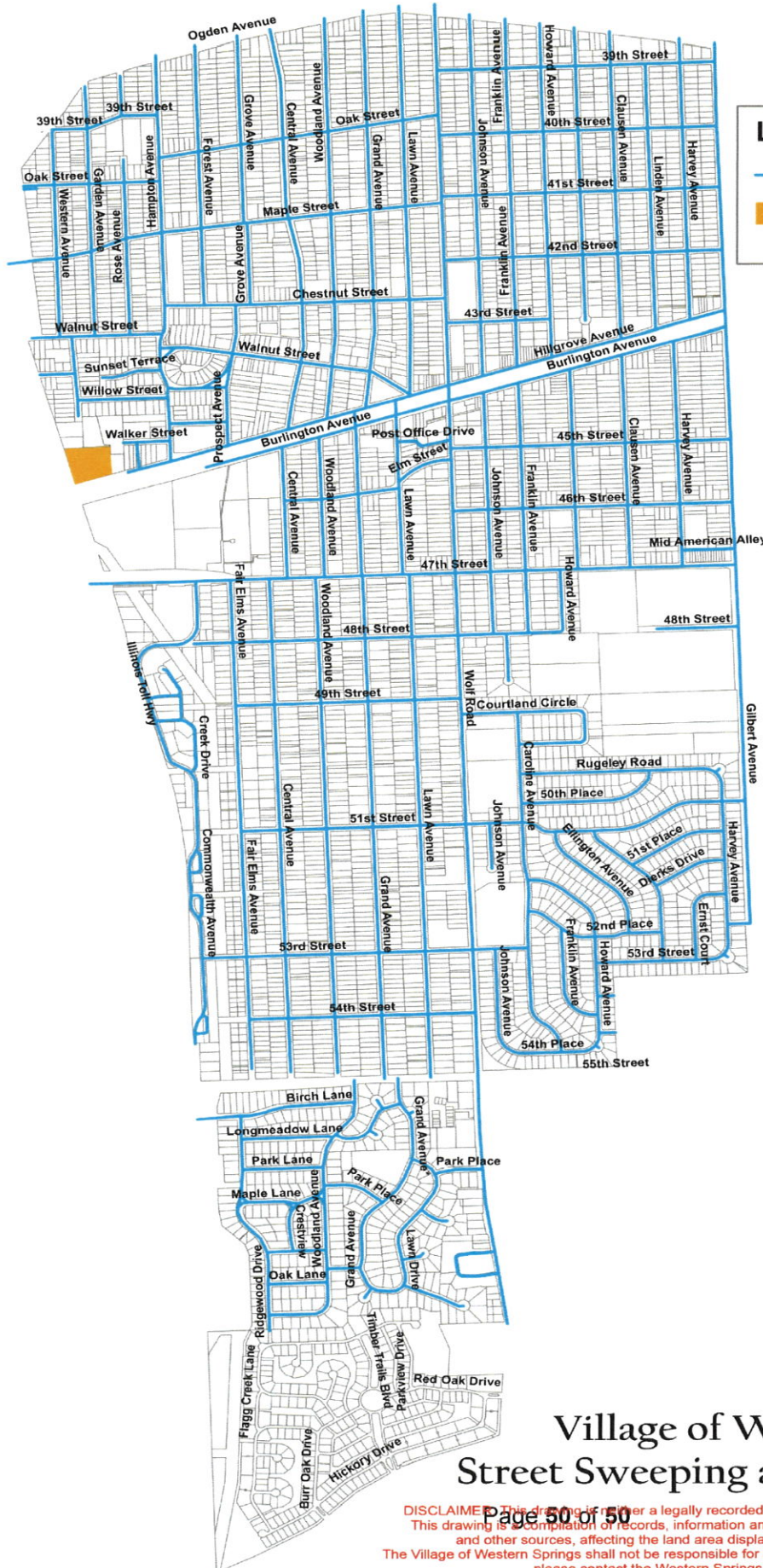
Attachment B



1 in = 0.207 miles

Legend

- Contracted Street Sweeping
- Public Works Garage
(Location for water source and debris)



Village of Western Springs Street Sweeping and Disposal Services

DISCLAIMER: This drawing is neither a legally recorded map nor a survey, and is not intended to be used as such. This drawing is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Western Springs shall not be responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Western Springs Community Development Department.



CleanSweep Fleet Equipment Checklist

Updated: February 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
345	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment

Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

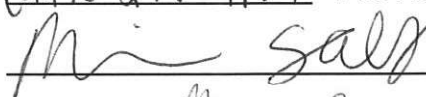
Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Service</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Unit Extended Price</u>
Regular Sweeping	\$ <u>7,468.13</u> (per sweep/disposal)	8 Sweeps	\$ <u>59,745.04</u>
Village Hall Parking Lots	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Public Works Lot	\$ <u>450</u> (per sweep/disposal)	8 Sweeps	\$ <u>3,600.00</u>
Additional Services			
Special Sweeping	\$ <u>224.00</u> (per sweep/disposal)	20 Hours	\$ <u>4,480.00</u>
Emergency Sweeping	\$ <u>269.00</u> (per sweep/disposal)	10 Hours	\$ <u>5,380.00</u>
Additional Full Town Sweeps	\$ <u>7,800</u> (per sweep/disposal)	3 Sweeps	\$ <u>23,400.00</u>
Additional Municipal Lot Sweeps	\$ <u>500</u> (per sweep/disposal)	3 Sweeps	\$ <u>1,500.00</u>

Name of Bidder: LRS, LLC

Address: 1655 Powis Rd, West Chicago IL 60185

Telephone No. (224) 297-4764 Fax No. N/A

Signature: 

Name and Title: (Please Print) Michael Sales - Operations Manager

Date: 02/19/2025

DRAFT 3.20.2025

RESOLUTION NO. 25-XXXX

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 24, 2025.

OTHER: None.

A RESOLUTION ACCEPTING THE LOW COST BID AND AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES DATED FEBRUARY 20, 2025 TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND RESPONSIVE BIDDER LAKESHORE RECYCLING SYSTEMS, LLC FOR THE PERFORMANCE OF STREET SWEEPING AND DISPOSAL SERVICES, AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$66,945.04 TO PAY FOR THE SERVICES.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village”) desire to enter into a Vendor Contract for Goods, Supplies and Services (the “Contract” or “Agreement”) with Lakeshore Recycling Systems, LLC (the “Vendor”), who was the lowest cost, qualified and responsive bidder as part of a competitive bidding process conducted by the Village, for the purpose of performing, providing, delivering, supplying and/or installing certain goods, supplies and services by the Vendor, namely, street sweeping and disposal services (the “Work”) for the benefit of the Village, as set forth in the Agreement, which is attached hereto as **Exhibit “1”** and made a part hereof; and

WHEREAS, the Work is subject to the terms and conditions set forth in the Agreement. The Village’s approval of the Agreement is for a one-year term; and

WHEREAS, the Vendor desires to enter into the Agreement and agrees to perform the Work set forth in the attached Agreement in exchange for payment of \$8,368.13 per sweep/disposal, with the aggregate total not to exceed \$66,945.04. If the Village requests additional services beyond the agreed upon scope of work described as the “Work” in the Agreement, then those extra services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Agreement or shall be mutually agreed to in writing by the Village and the Vendor and approved as an addendum to the Agreement; and

WHEREAS, at an open, public meeting held on March 4, 2025, the Public Works and Water Committee (the “Committee”) reviewed the terms of the Agreement and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Agreement pending recommendation of the approval of a corresponding budget amendment from the Finance Committee, which met and recommended the budget amendment on March 18, 2025; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Agreement and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its March 24, 2025 meeting, the President and Board of Trustees accepted the Committee’s recommendation to approve and enter into the Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of

the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village are authorized to accept the lowest cost, qualified and responsive bid and to approve and enter into the 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 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: Acceptance of Low Bid and Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Agreement substantially in the form attached hereto as **Exhibit "1"**, which may contain certain non-substantive non-financial modifications that are approved by the Village Attorney, for the purpose of accepting the lowest, qualified, responsive bid submitted for the Work, and to hire the Vendor to complete the Work. The President and Board of Trustees of the Village of Western Springs further authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of the Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Approval of Financial Obligations and Other Documents. The President and Board of Trustees 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 fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall forward a certified copy of this Resolution and a fully executed copy of the Agreement to the Vendor 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 Regular Meeting thereof held on the 24th day of March, 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 "1"

**VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES
DATED MARCH 24, 2025 AND ENTERED INTO WITH LAKESHORE RECYCLING SYSTEMS, LLC
FOR THE PERFORMANCE OF STREET SWEEPING AND DISPOSAL SERVICES**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION ACCEPTING THE LOW COST BID AND AUTHORIZING THE APPROVAL
AND EXECUTION OF A VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES
DATED FEBRUARY 20, 2025 TO BE ENTERED INTO WITH THE LOWEST COST, QUALIFIED AND
RESPONSIVE BIDDER LAKESHORE RECYCLING SYSTEMS, LLC FOR THE PERFORMANCE
OF STREET SWEEPING AND DISPOSAL SERVICES, AND AUTHORIZING THE EXPENDITURE
OF VILLAGE FUNDS IN AN AMOUNT NOT TO EXCEED \$66,945.04 TO PAY FOR THE SERVICES**

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 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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 24th day of March, 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 10.A.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Arbor Day Proclamation for Friday, April 25, 2025 (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on March 4, 2025 and recommended the approval to proclaim April 25, 2025 as Arbor Day and urge all citizens to support efforts to care for our trees and woodlands and to support our community's forestry program.

Summary

Founded by the Arbor Day Foundation in 1976, the Tree City USA program provides assistance and recognition to incorporated communities that maintain continuously active tree management programs. In 2024, the Village celebrated its 37th year as a Tree City USA community.

To continue our participation in this program, the Village must approve a Proclamation each Spring in addition to its other active tree management programs.

Financial Impact

None.

Recommended Motion

I move to proclaim April 25, 2025 as Arbor Day and urge all citizens to support efforts to care for our trees and woodlands and to support our community's forestry program.

Strategic Plan Alignment

None.

File Attachments

1. Arbor Day 2025 Proclamation (1)

PROCLAMATION
ARBOR DAY - APRIL 25, 2025

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the Village of Western Springs has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, we, the members of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, acting by and through the Village President, do hereby proclaim April 25, 2025, as Arbor Day and urge all citizens to support efforts to care for our trees and woodlands and to support our community forestry program; and

FURTHER, we urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations. Gardening makes a world of difference.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this ____ day of _____, 2025.

Village President

ATTEST:

Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 11.A.

To: Board of Trustees

From: Sean Gilhooley, Director of Law Enforcement Services

CC: Ellen Baer, Village Manager

RE: [Previously discussed] An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 6 (Bicycles) of the Village of Western Springs Municipal Code (Omnibus Item)

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on February 27, 2025 and recommended the approval of an Ordinance updating Title 7 (Motor Vehicles and Traffic), Chapter 6 (Bicycles) of the Western Springs Village Code to include rules and restrictions for operating low-speed electric bicycles, low-speed electric scooters and personal mobility devices. The Village Board of Trustees reviewed and discussed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

Staff is proposing updates to Chapter 6 of the Village Code to allow low-speed electric bicycles, low-speed electric scooters, and personal mobility devices to share the roadway with motorists and ride on sidewalks when safe to do so, with certain restrictions. The proposed code amendments address concerns raised by area businesses that bicyclists and e-bicyclists were impeding safe travel by pedestrians, as well as the Illinois Motor Vehicle Code rules and regulations regarding electric bicycles.

A low-speed electric bicycle (e-bike) is defined as a bicycle equipped with pedals and an electric motor with a power output of less than 750w. A low-speed electric scooter is defined as a device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, whose maximum speed is no more than 10 miles per hour.

Personal mobility devices (PMDs) are defined as electric-powered or electric-assisted devices designed to transport only one person and have a maximum speed of 15 miles per hour or less, as a mobility aid to an individual with a disability, as defined by the Americans with Disability Act.

The recommended code amendments allow bicycles, low-speed e-bikes, and low-speed electric scooters to be permitted on roadways and sidewalks. However, they are not permitted to be operated in the downtown business district (see detailed map and description). Bicycle racks are located throughout the downtown business district to accommodate the safe locking of bikes while visiting the downtown area. All bicycles, low-speed e-bikes, low-speed electric

scooters, and PMDs are required to yield to pedestrians. Personal mobility devices and aids used due to a disability are encouraged on sidewalks rather than in roadways where possible. Items such as safety equipment, parking, registration, and riding rules are also addressed in the proposed code update.

All units equipped with an electric motor with a power output of 750w or greater are strictly prohibited on the public way. This includes scooters, one-wheels, or any other electric motorized devices. This is consistent with the laws of the State of Illinois. The Traffic and Safety Commission on February 18, 2025, and the Public Health and Safety Commission on February 27, 2025, favorably reviewed these amendments at their meetings.

Financial Impact

None.

Recommended Motion

I move to approve an Ordinance updating Title 7 (Motor Vehicles and Traffic), Chapter 6 (Bicycles) of the Western Springs Village Code with regard to low-speed electric bicycles, low-speed electric scooters, and personal mobility devices.

Strategic Plan Alignment

Public Safety

File Attachments

1. Title 7 Chapter 6
2. Ordinance No. 25-_____ Amending Title 7 (Motor Vehicles and Traffic); Chapter 6 (Bicycles) Regarding E-Bikes, E-Scooters and Personal Mobility Devices
3. MAP

CHAPTER 6

BICYCLES, LOW-SPEED ELECTRIC BIKES, LOW-SPEED ELECTRIC SCOOTERS, AND PERSONAL MOBILITY DEVICES

SECTION

7-6-1: Effect Of Regulations Definitions

7-6-2: Effect of Regulations

7-6-3: Registration Requirements

7-6-4: Records Kept

7-6-5: Inspection

7-6-6: Evidence Of Registration

7-6-7: Transfer Of Ownership

7-6-8: Bicycle Dealers And Rental Agencies

7-6-9: Traffic Laws Applicable

7-6-10: Obedience To Traffic-Control Devices

7-6-11: Riding Rule Riding Rules For Bicycles, Low-Speed Electric Bicycles, And Personal Mobility Devices:

7-6-12: Parking Bicycles

7-6-13: Bicycle Equipment

7-6-14: Fines And Penalties

7-6-1: ~~EFFECT OF REGULATIONS:~~ DEFINITIONS

Bicycle: Every device propelled by human power upon which any person may ride, having two (2) tandem wheels except scooters and similar devices.

Low-Speed Electric Bicycle: A bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and that meets the requirements of one of the three (3)

classifications set forth in Section 1-140.10 of the Illinois Vehicle Code (625 ILCS 5/1-140.10).

Low-Speed Electric Scooter: A device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. "Low-speed electric scooter" does not include a moped or motor-driven cycle.

Personal Mobility Device: An electric-powered or electric –assisted device designed to transport only one person on a seated conveyance with three or four wheels, with an electric propulsion system of less than 750 watts and that limits the maximum speed of the device of fifteen (15) miles per hour or less, as a mobility aid to an individual with a disability as defined by the Americans with Disability Act such as a motorized or motor-assisted scooter, motorized or motor-assisted skateboard, or any other similar devices.

Commented [AS1]: Separate from "personal mobility device" where desired

7-6-2: EFFECT OF REGULATIONS

A. Violation: It is a misdemeanor for any person to do any act forbidden or fail to perform any act required in this Chapter.

B. Responsibility Of Parent or Guardian: The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

C. Scope Of Provisions: These regulations applicable to bicycles, low-speed electric bicycles, low speed electric scooters, and personal mobility devices, shall apply whenever a bicycle, low-speed electric bicycle, low speed electric scooter and personal mobility device, is operated upon any roadway, sidewalk, or any path set aside for pedestrians or bicycle use ~~upon any highway or upon any path set aside for the exclusive use of bicycles within the Village~~ subject to those exceptions stated herein. (1978 Code § 9-9-1)

7-6-3: REGISTRATION REQUIREMENTS:

A. Registration Required: Bicycles-Low-speed electric bicycles owned by residents of the Village and operated within the Village limits shall be registered. (1978 Code § 9-9-2)

B. Application For Registration; Fee: Application for bicycle-low-speed electric bicycles registration shall be made by the owner thereof to the Department of Law Enforcement Services ~~upon~~ a form provided by the Department. Such application shall be accompanied by a registration fee of one dollar (\$1.00). (1978 Code § 9-9-2; 1997 Code)

C. Issue of Registration; Restrictions: Upon receipt of proper application, the Department of Law Enforcement Services is authorized to affix to the bicycle evidence of

registration which shall be effective until ownership of the bicycle is transferred. The Department of Law Enforcement Services shall not issue a license for any [bicycle-low-speed electric bicycles](#) when it knows or has reasonable grounds to believe that the applicant is not the owner of such [bicycle low-speed electric bicycles](#). (1978 Code §§ 9-9-2, 9-9-3; 1997 Code)

7-6-4: RECORDS KEPT:

The Department of Law Enforcement Services shall keep a record of each registration by number, the date issued, the name and address of the person to whom issued, the identification number of the [bicycle-low-speed electric bicycles](#) registered and the make and color of such [bicycle low-speed electric bicycles](#). (1978 Code § 9-9-3; 1997 Code)

7-6-5: INSPECTION:

The Department of Law Enforcement Services may inspect each [bicycle-low-speed electric bicycles](#) before registering the same. The evidence of registration shall be issued for all [bicycles-low-speed electric bicycles](#) that are inspected, notwithstanding noncompliance with the equipment requirements of these regulations or other applicable law, but the Department of Law Enforcement Services may notify the owner, parent or guardian of such deficiencies in equipment. (1978 Code § 9-9-4; 1997 Code)

7-6-6: EVIDENCE OF REGISTRATION:

As evidence of the registration of a [bicycle low-speed electric bicycles](#), the Department of Law Enforcement Services shall either stamp or tag the registration number assigned to the [bicycle low-speed electric bicycle](#) in an appropriate place on the bicycle. No person shall remove, deface or destroy such stamp or tag, except upon transfer of ownership. If a registration stamp or tag is inadvertently defaced or destroyed, the Department of Law Enforcement Services, upon satisfactory proof thereof and upon payment of the cost of replacement, shall affix a duplicate stamp or tag. (1978 Code § 9-9-5; 1997 Code)

7-6-7: TRANSFER OF OWNERSHIP:

Upon transfer of ownership of a [bicycle or low-speed electric bicycle](#), the new owner shall report such change of ownership to the Department of Law Enforcement Services with such proof of change of ownership as may be required by the Department, which shall then record such change of ownership in the Department's records. Such change of ownership shall be made upon payment of a one dollar (\$1.00) fee. (1978 Code § 9-9-6; 1997 Code)

7-6-8: BICYCLE DEALERS AND RENTAL AGENCIES:

A. Dealers: Every person engaged in the business of buying or selling new or secondhand [bicycles-low-speed electric bicycles](#) shall make a report to the Department of Law Enforcement Services of every bicycle purchased or sold by such dealer, giving the name and address of the person from whom purchased or to whom sold, a description of such bicycle by name or make, the frame number and the number of the license tag, if any, found. (1978 Code § 9-9-7; 1997 Code)

B. Rental Agencies: A rental agency shall not rent or offer any [bicycle-or-low-speed electric bicycle](#) for rent unless the bicycle is licensed and a license tag is attached thereto as provided herein and such [bicycle-low-speed electric bicycles](#) is equipped with the lamps and other equipment required in this Chapter. (1978 Code § 9-9-8)

7-6-9: TRAFFIC LAWS APPLICABLE:

A. Every person riding a bicycle, [low-speed electric bicycle](#), [low speed electric scooter](#) or [personal mobility device](#) upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to vehicles or by the traffic ordinances of this Village applicable to the driver of a vehicle, except as to special regulations in this Title and except as to those provisions of laws and ordinances which by their nature can have no application. [Personal mobility devices are prohibited from being operated in the roadway except when necessary to cross a street at a designated crosswalk or where sidewalks are not available.](#) 1978 Code § 9-9-9)

[B. Operators of a Class 3 Low-Speed Electric Bicycle must be a least 16 years of age in accordance with the Illinois Motor Vehicle Code. 65 ILCS 5/11-1517\(h\)](#)

7-6-10: OBEDIENCE TO TRAFFIC-CONTROL DEVICES:

A. Any person operating a bicycle, [low-speed electric bike](#), [low speed electric scooter](#), and [personal mobility device](#), shall obey the instructions of official traffic-control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

B. Whenever authorized signs are erected indicating that no right or left or U-turn is permitted, no person operating a bicycle, [low-speed electric bicycle](#), [low speed electric scooter](#), or [personal mobility device](#) shall disobey the direction of any such sign, except where such person dismounts from the bicycle to make any such turn, in which event such person then must obey the regulations applicable to pedestrians. (1978 Code § 9-9-10)

7-6-11: RIDING RULES FOR BICYCLES, LOW-SPEED ELECTRIC BICYCLES, AND PERSONAL MOBILITY DEVICES:

A. Riding On Seats Required: No operator of a bicycle, low-speed electric bicycle, and personal mobility device shall ride thereon otherwise than upon the regular, permanent seat attached thereto, nor carry any other person thereon except upon a regular permanent seat firmly attached thereto at the rear of the operator. No passenger shall ride on any bicycle except upon such regular permanent seat.

B. Speed. No person shall operate a bicycle, low-speed electric bicycle, low-speed electric scooter, or personal mobility device at a speed greater than is reasonable and prudent under the conditions then existing, at greater speeds than allowed by the definitions of such device in this Chapter, and in accordance with the rules of the road applicable to vehicles or by the traffic ordinances of this Village applicable to the driver of a vehicle.

BC. Number Of Persons: No bicycle, low-speed electric bicycle, low-speed electric scooter, and personal mobility device shall be used to carry more persons than the number for which it is designed or equipped.

DE. Ride To The Right: Every person operating a bicycle or low-speed electric bicycle, low-speed electric scooter, or personal mobility device upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

E. Emerging From Alley or Driveway: The operator of a bicycle, low-speed electric bicycle, low-speed electric scooter, or personal mobility device emerging from an alley, driveway or building shall, upon approaching a sidewalk or sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on said sidewalk area and upon entering the public street or roadway shall yield the right of way to all vehicles approaching on said street or roadway.

DE. Carrying Packages: No person operating a bicycle or low-speed electric bicycle, low speed electric scooter, or personal mobility device shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

~~EG. Location Restrictions.~~Riding On Sidewalks:

- i. ~~1.~~ 1. Business District: No person shall ride a bicycle or low-speed electric bicycle, low-speed electric scooter, or personal mobility device, except for other personal mobility devices and aids used due to a disability as defined by the Americans with Disabilities Act, upon the sidewalks in the Business District of the Village bounded by the 200 Block of Hillgrove Avenue to the 1500 block of Hillgrove Avenue, the 200 block of Burlington Avenue to the 1500 block of Burlington Avenue, the 4400 and 4500 block of Lawn Avenue and the 4400 and 4500 block of Grand Ave..

- ii. ~~2.~~ Yield To Pedestrians: The operator of a bicycle, [low-speed electric bicycle](#), [low-speed electric scooter](#) or personal mobility device when riding upon the sidewalk shall yield the right of way to any pedestrian, ~~and~~ shall give audible signal before overtaking and passing such pedestrian, ~~and if possible, shall dismount and walk past any pedestrian~~. (1978 Code § 9-9-11)

7-6-12: PARKING BICYCLES:

A. General Parking Restrictions: No person shall park a bicycle [or low-speed electric bicycle](#), [low-speed electric scooter](#), or personal mobility device within the business district other than in a rack to support the bicycle or designated area. No person shall park a bicycle [or low-speed electric bicycle](#), [low-speed electric scooter](#) or personal mobility device in any street outside of the business district except upon the roadway against the curb, or upon a sidewalk in a rack to support the bicycle, or against a building or at the curb in such a manner as to afford the least obstruction to pedestrian traffic. (1978 Code § 9-9-12)

B. Removal Of Parked Bicycles: No person shall remove or in any manner interfere with any bicycle, [low-speed electric bicycle](#), [low-speed electric scooter](#) or personal mobility device which is properly parked as provided by this Chapter; except, that ~~Village staff such as~~ members of the Department of Law Enforcement Services or the Department of Fire and Inspectional Services may, in proper cases, move or prevent the parking of any bicycle, [low-speed electric bicycle](#), [low-speed electric scooter](#) or [personal mobility device](#) in any place when such action is necessary in order to safeguard persons or property. (1978 Code § 9-9-12; 1997 Code)

7-6-13: BICYCLE EQUIPMENT:

A. Lights: Every bicycle, [low-speed electric bicycle](#), [low-speed electric scooter](#) and [personal mobility device](#) when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet (500') to the front and with a red reflector on the rear of a type which shall be visible from all distances from fifty feet (50') to three hundred feet (300') to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet (500') to the rear may be used in addition to the red reflector.

B. Horn: Every bicycle shall be equipped with a horn or other audible ~~signalling~~[signaling](#) device, or a bell or other device in good working condition, capable of giving a signal audible for a distance of at least one hundred feet (100'); except, that a bicycle shall not be equipped with nor shall any person use upon a bicycle any siren or whistle.

C. Brakes: Every bicycle, [low-speed electric bicycle](#), and [low-speed electric scooter](#) shall be equipped with adequate brakes in good working condition, which will enable the operator to make the wheels skid on dry, level, clean pavement. (1978 Code § 9-9-13)

7-6-14: FINES AND PENALTIES:

A. Penalty: In addition to the general penalty herein provided, any person violating the provisions of this Chapter may have the license tag from such person's bicycle removed for a period not exceeding sixty (60) days, or said bicycle may be impounded for not exceeding sixty (60) days. (1978 Code § 9-9-14)

B. Disposition: All fines and penalties collected upon conviction or upon the forfeiture of bail of any person charged with the violation of any provision of this Chapter, shall be paid into the Village Treasury and deposited in the General Fund. (1978 Code § 9-9-15)

(Additions to existing text marked with underlining; deletions to existing text marked using strikethrough)

DRAFT 3.6.2025

ORDINANCE NO. 25-????

VOTE: Passed by an omnibus vote.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 24, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (BICYCLES) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO LOW-SPEED ELECTRIC BICYCLES, LOW-SPEED ELECTRIC SCOOTERS, AND OTHER PERSONAL MOBILITY DEVICES.

WHEREAS, in order to promote the safe and efficient usage of electronic bikes, electronic scooters, and other personal mobility devices throughout the Village of Western Springs ("Village") and particularly in the downtown area of the Village, Village staff has developed proposed regulations regarding the rising use of electronically assisted bikes, scooters, and other personal mobility devices (the "Code Amendments"); and

WHEREAS, at an open public meeting held on February 18, 2025, the Transportation and Safety Commission ("Commission") reviewed the proposed Code Amendments, considered input from Village staff, and provided an opportunity for public input on the matter, and then favorably recommended approval of the proposed Code Amendments; and

WHEREAS, at an open public meeting held on February 27, 2025, the Public Health and Safety Committee ("Committee") reviewed the proposed Code Amendments, considered input from Village staff, reviewed the recommendation of the Commission, and provided an opportunity for public input on the matter, and then favorably recommended approval of the proposed Code Amendments; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village of Western Springs considered the proposed Code Amendments, received and considered the Commission's and the Committee's recommendations and the input from Village staff, and provided an opportunity for public input on the proposed modifications, and, at the March 24, 2025 meeting, the Village President and Board of Trustees concurred with the recommendation of the Committee to approve the Code Amendments in order to adopt the proposed e-bike, e-scooter and personal mobility device regulations; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-80-11) and the Illinois Motor Vehicle Code (625 ILCS 5/1-113; 5/11-1517 and 5/11-1518), the President and Board of Trustees of the Village of Western Springs have the authority to adopt the Code Amendments set forth in Section 2 below, and find that approving the Code Amendments 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.

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. Code Amendments. Title 7 (Motor Vehicles and Traffic), Chapter 6 (Bicycles) of the Western Springs Municipal Code shall be amended in its entirety as follows (additions to existing text marked with underlining; deletions to existing text marked using strikethrough):

“CHAPTER 6: BICYCLES, ~~LOW-SPEED ELECTRIC BICYCLES, LOW-SPEED ELECTRIC SCOOTERS, AND PERSONAL MOBILITY DEVICES~~

SECTION

7-6-1: ~~Effect Of Regulations~~ Definitions

7-6-2: ~~Registration Requirements~~ Effect of Regulations

7-6-3: ~~Records Kept~~ Registration Requirements

7-6-4: ~~Inspection~~ Records Kept

7-6-5: ~~Evidence Of Registration~~ Inspection

7-6-6: ~~Transfer Of Ownership~~ Evidence Of Registration

7-6-7: ~~Bicycle Dealers And Rental Agencies~~ Transfer Of Ownership

7-6-8: ~~Traffic Laws Applicable~~ Bicycle Dealers and Rental Agencies

7-6-9: ~~Obedience To Traffic Control Devices~~ Traffic Laws Applicable

7-6-10: ~~Riding Rules~~ Obedience To Traffic Control Devices

7-6-11: ~~Parking Bicycles~~ Riding Rules For Bicycles, Low-Speed Electric Bicycles, Low-Speed Electric Scooters, And Personal Mobility Devices

7-6-12: ~~Bicycle Equipment~~ Parking Bicycles

7-6-13: ~~Fines And Penalties~~ Equipment

7-6-14: ~~Fines And Penalties~~

7-6-1: EFFECT OF REGULATIONS: DEFINITIONS:

—A.— ~~Violation: It is a misdemeanor for any person to do any act forbidden or fail to perform any act required in this Chapter.~~

—B.— ~~Responsibility Of Parent Or Guardian: The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.~~

—C.— ~~Scope Of Provisions: These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any highway or upon any path set aside for the exclusive use of bicycles subject to those exceptions stated herein. (1978 Code § 9-9-1)~~

Bicycle: Every device propelled by human power upon which any person may ride, having two (2) tandem wheels, except scooters and similar devices.

Low-Speed Electric Bicycle: A bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, and that meets the requirements of one (1) of the three (3) classifications set forth in Section 1-140.10 of the Illinois Vehicle Code (625 ILCS 5/1-140.10).

Low-Speed Electric Scooter: A device weighing less than 100 pounds, with two (2) or three (3) wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric

motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. "Low-speed electric scooter" does not include a moped or motor-driven cycle.

Personal Mobility Device: An electric-powered or electric-assisted device designed to transport only one (1) person on a seated conveyance with three or four wheels, with an electric propulsion system of less than 750 watts and that limits the maximum speed of the device to fifteen (15) miles per hour or less, as a mobility aid to an individual with a disability as defined by the Americans with Disabilities Act.

7-6-2: REGISTRATION REQUIREMENTS: EFFECT OF REGULATIONS:

—A. Registration Required: Bicycles owned by residents of the Village and operated within the Village limits shall be registered. (1978 Code § 9-9-2)

—B. Application For Registration; Fee: Application for bicycle registration shall be made by the owner thereof to the Department of Law Enforcement Services upon a form provided by the Department. Such application shall be accompanied by a registration fee of one dollar (\$1.00). (1978 Code § 9-9-2; 1997 Code)

—C. Issue of Registration; Restrictions: Upon receipt of proper application, the Department of Law Enforcement Services is authorized to affix to the bicycle evidence of registration which shall be effective until ownership of the bicycle is transferred. The Department of Law Enforcement Services shall not issue a license for any bicycle when it knows or has reasonable grounds to believe that the applicant is not the owner of such bicycle. (1978 Code §§ 9-9-2, 9-9-3; 1997 Code)

A. Violation: It is a misdemeanor for any person to do any act forbidden or fail to perform any act required in this Chapter.

B. Responsibility Of Parent or Guardian: The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

C. Scope Of Provisions: These regulations, applicable to bicycles, low-speed electric bicycles, low speed electric scooters, and personal mobility devices, shall apply whenever a bicycle, low-speed electric bicycle, low speed electric scooter and personal mobility device is operated upon any roadway, sidewalk, or any path set aside for pedestrians or bicycle use within the Village subject to those exceptions stated herein.

7-6-3: RECORDS KEPT: REGISTRATION REQUIREMENTS:

The Department of Law Enforcement Services shall keep a record of each registration by number, the date issued, the name and address of the person to whom issued, the identification number of the bicycle registered and the make and color of such bicycle. (1978 Code § 9-9-3; 1997 Code)

A. Registration of Low-Speed Electric Bicycles Required: Low-speed electric bicycles owned by residents of the Village and operated within the Village limits shall be registered with the Department of Law Enforcement Services.

B. Application For Registration; Fee: Application for low-speed electric bicycles registration shall be made by the owner thereof to the Department of Law Enforcement Services on a form provided by the Department. Such application shall be accompanied by a registration fee of one dollar (\$1.00).

C. Issue of Registration; Restrictions: Upon receipt of a proper application, the Department of Law Enforcement Services is authorized to affix to the bicycle evidence of registration, which shall be effective until ownership of the bicycle is transferred. The Department of Law Enforcement Services shall not issue a license for any low-speed electric bicycles when it knows or has reasonable grounds to believe that the applicant is not the owner of such low-speed electric bicycles.

7-6-4: INSPECTION: RECORDS KEPT:

~~The Department of Law Enforcement Services may inspect each bicycle before registering the same. The evidence of registration shall be issued for all bicycles that are inspected, notwithstanding noncompliance with the equipment requirements of these regulations or other applicable law, but the Department of Law Enforcement Services may notify the owner, parent or guardian of such deficiencies in equipment. (1978 Code § 9-9-4; 1997 Code)~~

The Department of Law Enforcement Services shall keep a record of each registration by number, the date issued, the name and address of the person to whom issued, the identification number of the low-speed electric bicycles registered, and the make and color of such low-speed electric bicycles.

7-6-5: EVIDENCE OF REGISTRATION: INSPECTION:

~~As evidence of the registration of a bicycle, the Department of Law Enforcement Services shall either stamp or tag the registration number assigned to the bicycle in an appropriate place on the bicycle. No person shall remove, deface or destroy such stamp or tag, except upon transfer of ownership. If a registration stamp or tag is inadvertently defaced or destroyed, the Department of Law Enforcement Services, upon satisfactory proof thereof and upon payment of the cost of replacement, shall affix a duplicate stamp or tag. (1978 Code § 9-9-5; 1997 Code)~~

The Department of Law Enforcement Services may inspect each low-speed electric bicycle before registering the same. The evidence of registration shall be issued for all low-speed electric bicycles that are inspected, notwithstanding noncompliance with the equipment requirements of these regulations or other applicable law, but the Department of Law Enforcement Services may notify the owner, parent or guardian of such deficiencies in equipment.

7-6-6: TRANSFER OF OWNERSHIP: EVIDENCE OF REGISTRATION:

~~Upon transfer of ownership of a bicycle, the new owner shall report such change of ownership to the Department of Law Enforcement Services with such proof of change of ownership as may be required by the Department, which shall then record such change of ownership in the Department's records. Such change of ownership shall be made upon payment of a one dollar (\$1.00) fee. (1978 Code § 9-9-6; 1997 Code)~~

As evidence of the registration of a low-speed electric bicycle, the Department of Law Enforcement Services shall either stamp or tag the registration number assigned to the low-speed electric bicycle in an appropriate place on the bicycle. No person shall remove, deface or destroy such stamp or tag, except upon transfer of ownership. If a registration stamp or tag is inadvertently defaced or destroyed, the Department of Law Enforcement Services, upon satisfactory proof thereof and upon payment of the cost of replacement, shall affix a duplicate stamp or tag.

7-6-7: BICYCLE DEALERS AND RENTAL AGENCIES: TRANSFER OF OWNERSHIP:

~~—A. Dealers: Every person engaged in the business of buying or selling new or secondhand bicycles shall make a report to the Department of Law Enforcement Services of every bicycle purchased or sold by such dealer, giving the name and address of the person from whom purchased or to whom sold, a description of such bicycle by name or make, the frame number and the number of the license tag, if any, found. (1978 Code § 9-9-7; 1997 Code)~~

~~—B. Rental Agencies: A rental agency shall not rent or offer any bicycle for rent unless the bicycle is licensed and a license tag is attached thereto as provided herein and such bicycle is equipped with the lamps and other equipment required in this Chapter. (1978 Code § 9-9-8)~~

Upon transfer of ownership of a low-speed electric bicycle, the new owner shall report such change of ownership to the Department of Law Enforcement Services with such proof of change of ownership as may be required by the Department, which shall then record such change of ownership in

the Department's records. Such change of ownership shall be made upon payment of a one dollar (\$1.00) fee.

7-6-8: TRAFFIC LAWS APPLICABLE: BICYCLE DEALERS AND RENTAL AGENCIES:

~~Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to vehicles or by the traffic ordinances of this Village applicable to the driver of a vehicle, except as to special regulations in this Title and except as to those provisions of laws and ordinances which by their nature can have no application. (1978 Code § 9-9-9)~~

A. Dealers: Every person engaged in the business of buying or selling new or secondhand low-speed electric bicycles shall make a report to the Department of Law Enforcement Services of every bicycle purchased or sold by such dealer, giving the name and address of the person from whom purchased or to whom sold, a description of such bicycle by name or make, the frame number and the number of the license tag, if any, found.

B. Rental Agencies: A rental agency shall not rent or offer any low-speed electric bicycle for rent unless the bicycle is licensed and a license tag is attached thereto as provided herein and such low-speed electric bicycle is equipped with the lamps and other equipment required in this Chapter.

7-6-9: OBEDIENCE TO TRAFFIC CONTROL DEVICES: TRAFFIC LAWS APPLICABLE:

~~—A. Any person operating a bicycle shall obey the instructions of official traffic control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.~~

~~—B. Whenever authorized signs are erected indicating that no right or left or U-turn is permitted, no person operating a bicycle shall disobey the direction of any such sign, except where such person dismounts from the bicycle to make any such turn, in which event such person then must obey the regulations applicable to pedestrians. (1978 Code § 9-9-10)~~

A. Every person riding a bicycle, low-speed electric bicycle, low-speed electric scooter or personal mobility device upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to vehicles or by the traffic ordinances of this Village applicable to the driver of a vehicle, except as to special regulations in this Title and except as to those provisions of laws and ordinances which by their nature can have no application. Personal mobility devices are prohibited from being operated in the roadway except when necessary to cross a street at a designated crosswalk or where sidewalks are not available.

B. Operators of a Class 3 Low-Speed Electric Bicycle must be at least 16 years of age in accordance with the Illinois Motor Vehicle Code, 65 ILCS 5/11-1517(h).

7-6-10: RIDING RULES: OBEDIENCE TO TRAFFIC CONTROL DEVICES:

~~A. Riding On Seats Required: No operator of a bicycle shall ride thereon otherwise than upon the regular, permanent seat attached thereto, nor carry any other person thereon except upon a regular permanent seat firmly attached thereto at the rear of the operator. No passenger shall ride on any bicycle except upon such regular permanent seat.~~

~~—B. Number Of Persons: No bicycle shall be used to carry more persons than the number for which it is designed or equipped.~~

~~—C. Ride To The Right: Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.~~

~~—D. Carrying Packages: No person operating a bicycle shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.~~

~~—E. Riding On Sidewalks:~~

~~—1. Business District: No person shall ride a bicycle upon the sidewalks in the business district of the Village.~~

~~—2. Yield To Pedestrians: The operator of a bicycle when riding upon the sidewalk shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian. (1978 Code § 9-9-11)~~

A. Any person operating a bicycle, low-speed electric bicycle, low speed electric scooter, and/or personal mobility device shall obey the instructions of official traffic-control signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

B. Whenever authorized signs are erected indicating that no right turn or left turn or U-turn is permitted, no person operating a bicycle, low-speed electric bicycle, low speed electric scooter, or personal mobility device shall disobey the direction of any such sign, except where such person dismounts from the bicycle to make any such turn, in which event such person then must obey the regulations applicable to pedestrians.

7-6-11: PARKING BICYCLES: RIDING RULES FOR BICYCLES, LOW-SPEED ELECTRIC BICYCLES, LOW-SPEED ELECTRIC SCOOTERS, AND PERSONAL MOBILITY DEVICES:

~~A. General Parking Restrictions: No person shall park a bicycle within the business district other than in a rack to support the bicycle or designated area. No person shall park a bicycle in any street outside of the business district except upon the roadway against the curb, or upon a sidewalk in a rack to support the bicycle, or against a building or at the curb in such a manner as to afford the least obstruction to pedestrian traffic. (1978 Code § 9-9-12)~~

~~—B. Removal Of Parked Bicycles: No person shall remove or in any manner interfere with any bicycle which is properly parked as provided by this Chapter; except, that members of the Department of Law Enforcement Services or the Department of Fire and Inspectional Services may, in proper cases, move or prevent the parking of any bicycle in any place when such action is necessary in order to safeguard persons or property. (1978 Code § 9-9-12; 1997 Code)~~

A. Riding On Seats Required: No operator of a bicycle, low-speed electric bicycle, or personal mobility device shall ride thereon otherwise than upon the regular, permanent seat attached thereto, nor carry any other person thereon except upon a regular permanent seat firmly attached thereto at the rear of the operator. No passenger shall ride on any bicycle except upon such regular permanent seat.

B. Speed: No person shall operate a bicycle, low-speed electric bicycle, low-speed electric scooter, or personal mobility device at a speed greater than is reasonable and prudent under the conditions then existing, at greater speeds than allowed by the definitions of such device in this Chapter, and in accordance with the Rules of the Road applicable to vehicles or by the traffic ordinances of this Village applicable to the driver of a vehicle.

C. Number Of Persons: No bicycle, low-speed electric bicycle, low-speed electric scooter, and personal mobility device shall be used to carry more persons than the number for which it is designed or equipped.

D. Ride To The Right: Every person operating a bicycle or low-speed electric bicycle, low-speed electric scooter, or personal mobility device upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

E. Emerging From Alley or Driveway: The operator of a bicycle, low-speed electric bicycle, low-speed electric scooter, or personal mobility device emerging from an alley, driveway or building shall, upon approaching a sidewalk or sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on said sidewalk area, and upon entering the public street or roadway shall yield the right of way to all vehicles approaching on said street or roadway.

F. Carrying Packages: No person operating a bicycle or low-speed electric bicycle, low speed electric scooter, or personal mobility device shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

G. Location Restrictions:

1. Business District: No person shall ride a bicycle or low-speed electric bicycle, low-speed electric scooter, or personal mobility device, except for other personal mobility devices and aids used due to a disability as defined by the Americans with Disabilities Act, upon the sidewalks in the Business District of the Village bounded by the 200 Block of Hillgrove Avenue to the 1500 block of Hillgrove Avenue, the 200 block of Burlington Avenue to the 1500 block of Burlington Avenue, the 4400 and 4500 blocks of Lawn Avenue and the 4400 and 4500 blocks of Grand Avenue.

2. Yield To Pedestrians: The operator of a bicycle, low-speed electric bicycle, low-speed electric scooter or personal mobility device, when riding upon the sidewalk, shall yield the right of way to any pedestrian, shall give audible signal before overtaking and passing such pedestrian, and, if possible, shall dismount and walk past any pedestrian.

7-6-12: BICYCLE EQUIPMENT: PARKING BICYCLES:

A. General Parking Restrictions: No person shall park a bicycle or low-speed electric bicycle, low-speed electric scooter, or personal mobility device within the Business District other than in a rack to support the bicycle or in a designated area. No person shall park a bicycle or low-speed electric bicycle, low-speed electric scooter or personal mobility device in any way that obstructs vehicle traffic or pedestrian traffic.

B. Removal Of Parked Bicycles: No person shall remove or in any manner interfere with any bicycle, low-speed electric bicycle, low-speed electric scooter or personal mobility device which is properly parked as provided by this Chapter; except that Village staff such as members of the Department of Law Enforcement Services or the Department of Fire and Inspectional Services may, in proper cases, move or prevent the parking of any bicycle, low-speed electric bicycle, low-speed electric scooter or personal mobility device in any place when such action is necessary in order to safeguard persons or property.

7-6-13: FINES AND PENALTIES: BICYCLE EQUIPMENT:

A. Lights: Every bicycle, low-speed electric bicycle, low-speed electric scooter and personal mobility device, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet (500') to the front and with a red reflector on the rear of a type which shall be visible from all distances from fifty feet (50') to three hundred feet (300') to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet (500') to the rear may be used in addition to the red reflector.

B. Horn: Every bicycle, low-speed electric bicycle, low-speed electric scooter and personal mobility device shall be equipped with a horn or other audible signaling device, or a bell or other device in good working condition, capable of giving a signal audible for a distance of at least one hundred feet (100'); except that a bicycle, low-speed electric bicycle, low-speed electric scooter and personal mobility device shall not be equipped with nor shall any person use upon a bicycle, low-speed electric bicycle, low-speed electric scooter and personal mobility device any siren or whistle.

C. Brakes: Every bicycle, low-speed electric bicycle, and low-speed electric scooter shall be equipped with adequate brakes in good working condition, which will enable the operator to make the wheels skid on dry, level, clean pavement.

7-6-14: FINES AND PENALTIES:

A. Penalty: In addition to the general penalty herein provided, any person violating the provisions of this Chapter may have the license tag from such person's bicycle, low-speed electric bicycle, low-speed electric scooter or personal mobility device removed for a period not exceeding sixty (60) days, or said bicycle, low-speed electric bicycle, low-speed electric scooter or personal mobility device may be impounded for not exceeding sixty (60) days.

B. Disposition: All fines and penalties collected upon conviction or upon the forfeiture of bail of any person charged with the violation of any provision of this Chapter shall be paid into the Village Treasury and deposited in the General Fund."

SECTION 3. Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections or other text that need to be amended or deleted within the Western Springs Municipal Code, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 4. Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. 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. Except for the Code Amendments set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 5. 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 the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 2025 and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the ____ day of _____, 2025.

Edward Tymick, Village Clerk

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 AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC),
CHAPTER 6 (BICYCLES) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO
LOW-SPEED ELECTRIC BICYCLES, LOW-SPEED ELECTRIC SCOOTERS
AND OTHER PERSONAL MOBILITY DEVICES**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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: _____

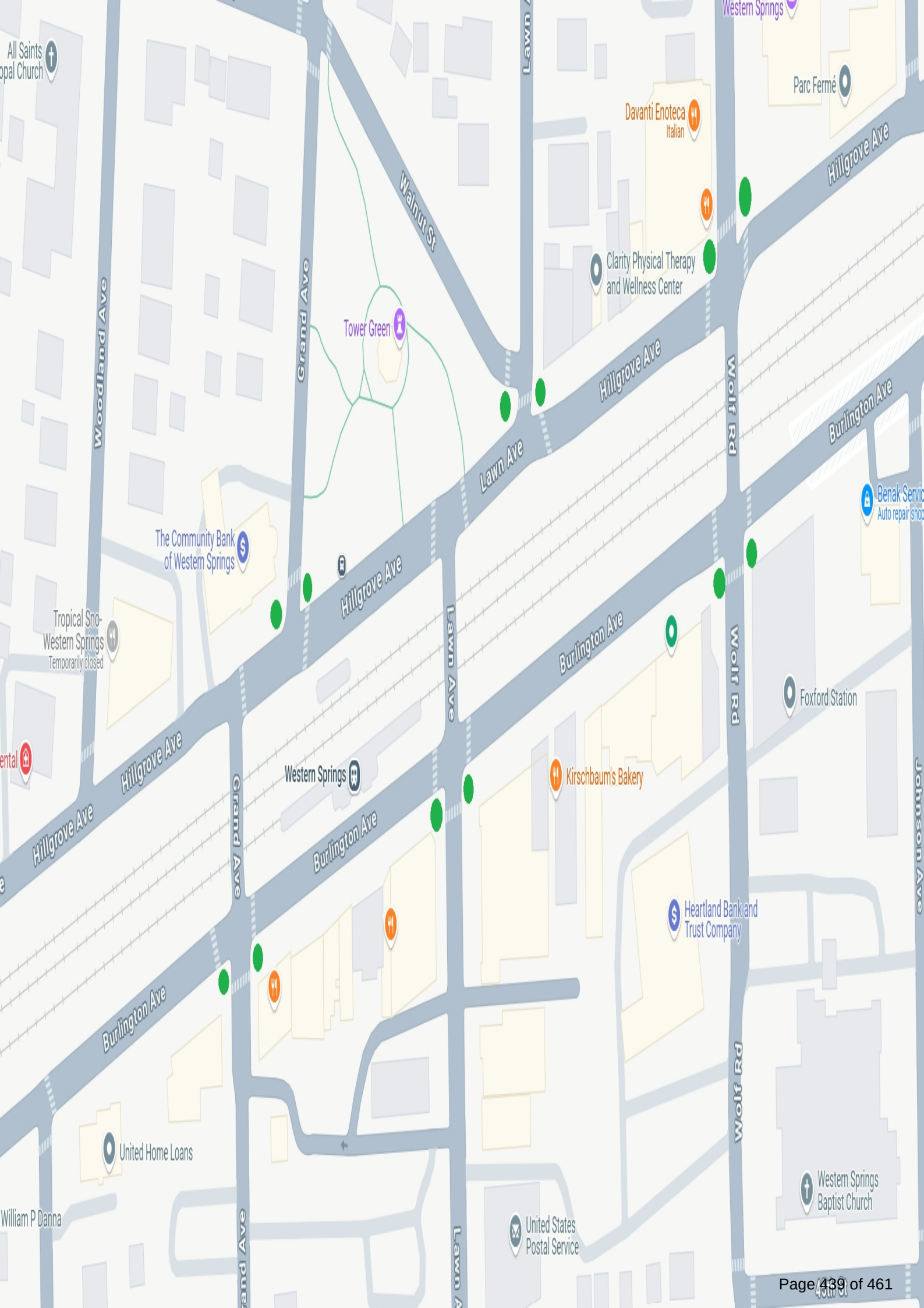
ABSENT: _____

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 24th day of March, 2025.

Edward Tymick, Village Clerk

[SEAL]





AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 11.B.

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: [Previously discussed] An Ordinance Amending Parking Restrictions - 15-Minute Parking Spaces at 740 Hillgrove Ave (Village Hall) and 4479 Lawn Ave (Post Office) and the addition of a 30-Minute Parking Space adjacent to 901 Burlington Ave (BMO Harris), 825 Burlington Ave (Kirschbaum's Bakery) and 835 Burlington Ave (Village Hardware) (Omnibus Item)

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on February 27, 2025 and recommended the approval of an Ordinance amending parking restrictions to include 15-Minute parking spaces at 740 Hillgrove Ave (Village Hall) and 4479 Lawn Ave (Post Office) and the addition of a 30-Minute Parking Space adjacent 901 Burlington Ave (BMO Harris), 825 Burlington Ave (Kirschbaum's Bakery) and 835 Burlington Ave (Village Hardware).

Summary

In order to provide better utilization of the downtown parking in the evenings, the following proposed changes to the parking restrictions are recommended. The 15-minute parking signs in front of the Post Office and Village Hall restrict these spaces 24/7 rather than just when the Post Office and Village Hall lobbies are open to the public. The proposed changes to six spaces at the Post Office and four at Village Hall would place the 15-minute parking restriction only on Monday–Friday from 8:30 AM - 5:00 PM. Also, adding additional 30-minute parking spaces adjacent to Kirschbaum's, BMO Harris, and Village Hardware will similarly provide additional in-and-out spaces during business hours in that area. The suggestion of 30-minute spaces in this area will allow shoppers to visit more than one location. There are already other short-term parking spaces downtown, as outlined in the Municipal Code.

Restaurant patrons would likely employ the spaces if they were available after 5 p.m. on weekdays and on weekends. The Post Office is only open until noon on Saturdays and nearby restaurants open at 11 AM with only one hour of overlap. Staff does not recommend restricting these spaces on weekends.

This item was reviewed by the Transportation and Safety Commission on February 18, 2025, and the Public Health and Safety Committee on February 27, 2025.

Financial Impact

Nominal signage cost.

Recommended Motion

I move to approve an Ordinance to authorize 15-minute parking restrictions at 740 Hillgrove Avenue and 4479 Lawn Avenue to read "15 Minute Parking Mon-Fri 8:30 AM - 5:00 PM." and the addition of a 30-Minute Parking Space adjacent 901 Burlington Ave (BMO Harris), 825 Burlington Ave (Kirschbaum's Bakery), and 835 Burlington Ave (Village Hardware).

Strategic Plan Alignment

None.

File Attachments

1. 15 Min Parking 1
2. 740 Hillgrove Ave 1
3. 740 Hillgrove Ave 2
4. 15 Min Parking 2
5. WS Post Office 1
6. WS Post Office 2
7. WS Post Office 3
8. Parking Changes 800 and 900 blocks of Burlington
9. Ordinance No. 25-_____ Amending Title 7 (Motor Vehicles and Traffic); Chapter 4 (Traffic Schedules); Section 3 (Parking Limitations and Prohibitions)







15 Minute
Parking Spaces
Available for 5
Parking Spaces



4515





ST OFFICE

STOP



P:\WSR\2400458-BURLINGTON AVE STREET\CAD\01_CIVIL_3D\01_SHTS-PLANS\2400458-SHEETS_PNP-WM-DESIGN_C3D2.DWG RESTORATION
Plotted: 7/22/2024 9:40 AM By: ANACINO
Copyright © 2024, By Baxter & Woodman, Inc.
State of Illinois - Professional Design Firm
License No. - 184-001121 - Expires 4-30-25



CONSULTANTS

REVISED -
REVISED -
REVISED -
REVISED -

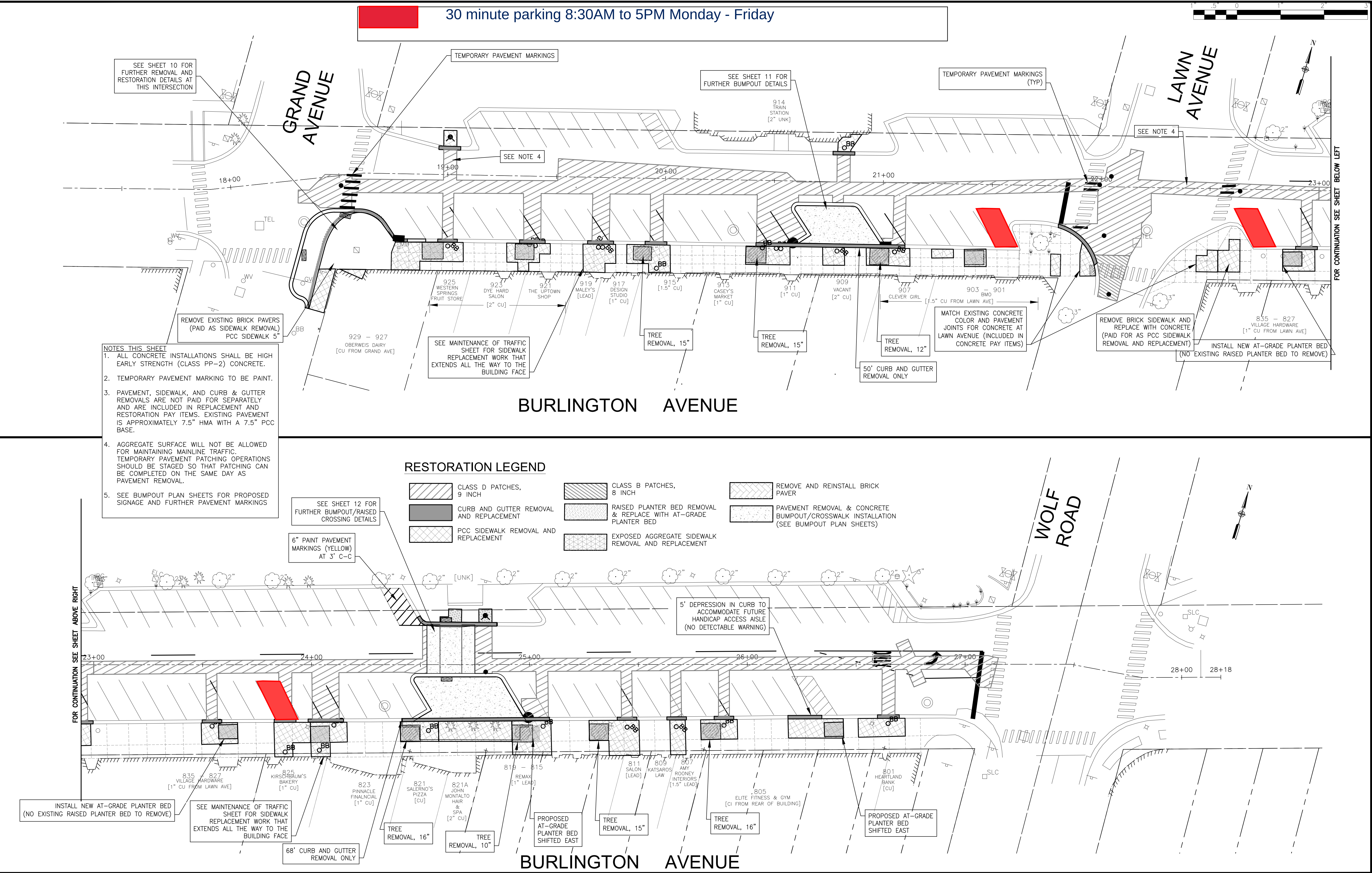
Proposed Parking Spot Modifications - March 2025
800 and 900 Blocks of Burlington Avenue

SCALE: 1" = 20'

PROJECT NO: 2400458

DESIGNED - ACM
DRAWN - ABN
CHECKED - BJA
DATE - 7/22/2024

TOTAL SHEETS 19
SHEET NO. 13



- NOTES THIS SHEET
1. ALL CONCRETE INSTALLATIONS SHALL BE HIGH EARLY STRENGTH (CLASS PP-2) CONCRETE.
 2. TEMPORARY PAVEMENT MARKING TO BE PAINT.
 3. PAVEMENT, SIDEWALK, AND CURB & GUTTER REMOVALS ARE NOT PAID FOR SEPARATELY AND ARE INCLUDED IN REPLACEMENT AND RESTORATION PAY ITEMS. EXISTING PAVEMENT IS APPROXIMATELY 7.5" HMA WITH A 7.5" PCC BASE.
 4. AGGREGATE SURFACE WILL NOT BE ALLOWED FOR MAINTAINING MAINLINE TRAFFIC. TEMPORARY PAVEMENT PATCHING OPERATIONS SHOULD BE STAGED SO THAT PATCHING CAN BE COMPLETED ON THE SAME DAY AS PAVEMENT REMOVAL.
 5. SEE BUMPOUT PLAN SHEETS FOR PROPOSED SIGNAGE AND FURTHER PAVEMENT MARKINGS

RESTORATION LEGEND

- | | | |
|---|--|--|
| CLASS D PATCHES, 9 INCH | CLASS B PATCHES, 8 INCH | REMOVE AND REINSTALL BRICK PAVER |
| CURB AND GUTTER REMOVAL AND REPLACEMENT | RAISED PLANTER BED REMOVAL & REPLACE WITH AT-GRADE PLANTER BED | PAVEMENT REMOVAL & CONCRETE BUMPOUT/CROSSWALK INSTALLATION (SEE BUMPOUT PLAN SHEETS) |
| PCC SIDEWALK REMOVAL AND REPLACEMENT | EXPOSED AGGREGATE SIDEWALK REMOVAL AND REPLACEMENT | |

(Additions to existing text marked with underlining; deletions to existing text marked using strikethrough)

DRAFT 3.6.2025

ORDINANCE NO. 25-????

VOTE: Passed by an omnibus vote.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: March 24, 2025.

OTHER: Published in pamphlet form.

AN ORDINANCE AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 4 (TRAFFIC SCHEDULES), SECTION 3 (SCHEDULE III: PARKING LIMITATIONS AND PROHIBITIONS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO TIME-RESTRICTED PARKING AT THE POST OFFICE, VILLAGE HALL, AND ON BURLINGTON AVENUE IN DOWNTOWN WESTERN SPRINGS.

WHEREAS, in order to promote the efficient usage and accessibility of parking in the downtown area of the Village of Western Springs (“Village”), parking needs are continually assessed. The Village has identified areas where adjustments to existing time-limited parking and where the addition of new time-limited parking spaces will facilitate efficient access to the downtown area. The proposed changes to current parking restrictions include:

- A. Adjustment of the parking spaces adjacent to the Post Office on the east side of Lawn Avenue from 15 minute parking from 8:00 A.M. to 6:00 P.M. to 15 minute parking between 8:30 A.M. and 5:00 P.M.;
- B. Adjustment of the parking spaces adjacent to the Village Hall on the north side of Hillgrove Avenue from 15 minute parking between 11:00 A.M. and 11:00 P.M. to 15 minute parking between 8:30 A.M. and 5:00 P.M.;
- C. Designation of one (1) parking space adjacent to 901 Burlington Avenue on the south side of Burlington Avenue as 30 minute parking between 8:30 A.M. and 5:00 P.M.; one (1) parking space adjacent to 825 Burlington Avenue on the south side of Burlington Avenue as 30 minute parking between 8:30 A.M. and 5:00 P.M.; and one (1) parking space adjacent to 835 Burlington Avenue on the south side of Burlington Avenue as 30 minute parking between 8:30 A.M. and 5:00 P.M.;
- D. The changes to the parking restrictions are shown on the site map attached hereto as **Exhibit A** and incorporated herein (the “Parking Restrictions”); and

WHEREAS, at an open public meeting held on February 18, 2025, the Transportation and Safety Commission (“Commission”) reviewed the proposed Parking Restrictions, considered input from the Village of Western Springs (“Village”) staff, and provided an opportunity for public input on the matter, and then favorably recommended approval of the proposed modifications to the existing Parking Regulations (the “Code Amendments”); and

WHEREAS, at an open public meeting held on February 27, 2025, the Public Health and Safety Committee (“Committee”) reviewed the proposed Code Amendments, considered input from the Village staff, reviewed the recommendation of the Commission, and provided an opportunity for public input on the matter, and then favorably recommended approval of the proposed Code Amendments; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village considered the proposed Code Amendments, received and considered the Commission’s and the Committee’s recommendations and the input from Village staff, and provided

an opportunity for public input on the proposed modifications, and, at the March 24, 2025 meeting, the Village President and Board of Trustees concurred with the recommendation of the Committee to approve the Code Amendments in order to adopt the proposed Parking Regulations; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-80-11) and the Illinois Motor Vehicle Code (625 ILCS 5/1-113; 5/11-903, 5/11-1002, 5/11-1303 and 5/11-1425), the President and Board of Trustees of the Village of Western Springs have the authority to adopt the Parking Regulations set forth in Section 2 below, and find that approving the Code Amendments in order to amend the Parking Regulations 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.

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. Code Amendment. Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III; Parking Limitations and Prohibitions), Subsection 7-4-3(C) (Additional Parking Prohibitions and Limitations) of the Western Springs Municipal Code shall be amended as follows (additions to existing text marked with underlining; deletions to existing text marked using strikethrough):

“7-4-3: SCHEDULE III; PARKING LIMITATIONS AND PROHIBITIONS:

C. Additional Parking Prohibitions and Limitations: Other prohibitions and limitations are to be as follows when posted by sign:

BURLINGTON AVENUE – South side

2 hour parking Woodland Avenue to Grand Avenue.

4 hour parking Central Avenue to Woodland Avenue.

No parking at any time from Central Avenue 600 feet west to a point.

No parking at any time from the easterly right-of-way line of Waldo Erickson Memorial Drive 300 feet east to a point.

No parking at any time from 50 feet west of Wolf Road to Johnson Avenue.

No parking 8:00 A.M. to 10:00 A.M. from Johnson Avenue to Harvey Avenue.

2 hour parking from 8:00 A.M. to 4:00 P.M. in the 800 block and 900 block (except 30 minute parking 8:30 A.M. to 5:00 P.M. Monday through Friday in one diagonal marked parking spot

adjacent to 901 Burlington Avenue, one diagonal marked parking spot adjacent to 835 Burlington Avenue, and one diagonal marked parking spot adjacent to 825 Burlington Avenue).”

SECTION 3. Code Amendment. Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III; Parking Limitations and Prohibitions), Subsection 7-4-3(C) (Additional Parking Prohibitions and Limitations) of the Western Springs Municipal Code shall be amended as follows (additions to existing text marked with underlining; deletions to existing text marked using strikethrough):

“7-4-3: SCHEDULE III; PARKING LIMITATIONS AND PROHIBITIONS:

C. Additional Parking Prohibitions and Limitations: Other prohibitions and limitations are to be as follows when posted by sign:

HILLGROVE AVENUE- North side

No parking at any time from a point 300 feet west of Hampton Avenue to a point 50 feet east of Woodland Avenue.

2 hour parking from Woodland Avenue to a point 175 feet east.

No parking at any time from a point 175 feet east of Woodland Avenue to Grand Avenue.

4 hour parking 9:00 A.M. to 4:00 P.M.

2 hour parking from Lawn Avenue to Howard Avenue (except 15 minute parking) 6:00 A.M. to 6:00 P.M. from Wolf Road east to private driveway.

No parking from Johnson Avenue to a point 65 feet east.

4 hour parking from 8:00 A.M. to 4:00 P.M. Monday through Friday from Gilbert Avenue to Clausen Avenue.

No parking 8:00 A.M. to 4:00 P.M. on school days from Howard Avenue east to the fire hydrant (7 spaces).

15 minute parking ~~11:00 A.M. to 11:00 P.M.~~ 8:30 A.M. to 5:30 P.M. Monday through Friday from a point on Hillgrove Avenue 150 feet west of the centerline of Wolf Road to Wolf Road.

2 hour parking from 8:00 A.M. to 4:00 P.M. in the 800 block and 900 block.”

SECTION 4. Code Amendment. Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III; Parking Limitations and Prohibitions), Subsection 7-4-3(C) (Additional Parking Prohibitions and Limitations) of the Western Springs Municipal Code shall be amended as follows (additions to existing text marked with underlining; deletions to existing text marked using strikethrough):

“7-4-3: SCHEDULE III; PARKING LIMITATIONS AND PROHIBITIONS:

C. Additional Parking Prohibitions and Limitations: Other prohibitions and limitations are to be as follows when posted by sign:

LAWN AVENUE—East side

No parking at any time from Maple Street to a point 200 feet north on Hillgrove Avenue.

2 hour parking 8:00 A.M. to 6:00 P.M. from a point 200 feet north of Hillgrove Avenue to Hillgrove Avenue.

15 minute parking ~~8:00 A.M. to 6:00 P.M.~~ 8:30 A.M. to 5:00 P.M. Monday through Friday from Post Office Drive to Elm Street.

No parking 8:00 A.M. to 10:00 A.M. Monday through Friday from Elm Street to 47th Street.

2 hour parking 8:00 A.M. to 6:00 P.M. from Burlington Avenue to Post Office Drive.

4 hour parking Monday through Friday from 47th Street to 49th Street.”

SECTION 5. Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections or other text that need to be amended or deleted within the Western Springs Municipal Code, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

SECTION 6. Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. 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. Except for the Code Amendments set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 7. 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 and the posting of the appropriate parking regulation signs.

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 March, 2025 and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the ____ day of _____, 2025.

Edward Tymick, Village Clerk

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 AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC),
CHAPTER 4 (TRAFFIC SCHEDULES), SECTION 3 (SCHEDULE III: PARKING LIMITATIONS AND
PROHIBITIONS)
OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO
TIME-RESTRICTED PARKING AT THE POST OFFICE, VILLAGE HALL,
AND ON BURLINGTON AVENUE IN DOWNTOWN WESTERN SPRINGS**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 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 24th day of March, 2025.

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: March 24, 2025

AGENDA ITEM 11.C.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

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

RE: [Previously discussed] An Ordinance Amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code (Omnibus Item)

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on February 27, 2025 and recommended the approval of an Ordinance Amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code relative to removing parking restrictions on the south side of Chestnut Street between Central Avenue and Grove Avenue in front of the former Masonic Lodge located at 1215 Chestnut Street, Western Springs, Illinois. The Village Board of Trustees reviewed and discussed this item on March 10, 2025, and directed staff and the Village Attorney to finalize the ordinance for consideration.

Summary

The building at 1219 Chestnut was previously a Masonic Lodge. The property was sold to a private developer and the building has been torn down. The developer is building a new home that spans two properties 1215 and 1219 Chestnut. There were signs posted calling out no on-street parking on the south side of Chestnut Street in front of the Masonic Lodge property at 1215 Chestnut. Now that the lodge has been torn down and there will be a new single family home located on the property Staff is recommending the elimination of the parking restriction so on street parking would be allowed. Staff spoke with the developer and the developer was in favor of the change as well. The Village Attorney has drafted a revision of Village Code to eliminate the parking restrictions.

Financial Impact

N/A

Recommended Motion

I move to approve an Ordinance amending Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III: Parking Limitations and Prohibitions) of the Western Springs Municipal Code relative to removing parking restrictions on the south side of Chestnut Street between Central Avenue and Grove Avenue in front of the former Masonic Lodge

located at 1215 Chestnut Street, Western Springs, Illinois.

Strategic Plan Alignment

N/A

File Attachments

1. Ordinance No. 25-_____ Amending Title 7 (Motor Vehicles and Traffic); Chapter 4 (Traffic Schedules); Section 3 (Parking Limitati

(Additions to existing text marked with underlining; deletions to existing text marked using strikethrough)
DRAFT 2.11.2025
ORDINANCE NO. 25-????
VOTE: Passed by an omnibus vote.
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: _____, 2025.
OTHER: Published in pamphlet form.

ORDINANCE AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 4 (TRAFFIC SCHEDULES), SECTION 3 (SCHEDULE III: PARKING LIMITATIONS AND PROHIBITIONS) OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO REMOVING PARKING RESTRICTIONS ON THE SOUTH SIDE OF CHESTNUT STREET BETWEEN CENTRAL AVENUE AND GROVE AVENUE IN FRONT OF THE FORMER MASONIC LODGE LOCATED AT 1215 CHESTNUT STREET, WESTERN SPRINGS, ILLINOIS.

WHEREAS, historically, the Western Springs Masonic Lodge operated as a fraternal organization located at 1215 Chestnut Street in Western Springs, Illinois between Central Avenue and Grove Avenue. However, the organization has vacated that location and the property is being redeveloped as a single-family home. As a result, the existing parking restrictions preventing parking on the south side of Chestnut Street between the signs in front of the former Masonic Lodge building are no longer necessary (the "Parking Restrictions"); and

WHEREAS, at an open public meeting held on February/March __, 2025, the Public Health and Safety Committee ("Committee") reviewed the proposed Code Amendment, considered input from the Village of Western Springs ("Village") staff, and provided an opportunity for public input on the matter, and then favorably recommended approval of the proposed modifications to the existing Parking Regulations; and

WHEREAS, at open public meetings held on _____, 2025 and _____, 2025, the President and Board of Trustees of the Village of Western Springs considered the proposed Code Amendment, received and considered the Committee's recommendations and the input from Village staff, and provided an opportunity for public input on the proposed modifications, and, at the _____, 2025 meeting, the Village President and Board of Trustees concurred with the recommendation of the Committee to approve the Code Amendment in order to remove the Parking Regulations; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs have the authority, under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/11-80-11) and the Illinois Motor Vehicle Code (625 ILCS 5/1-113; 5/11-903, 5/11-1002, 5/11-1303 and 5/11-1425), to remove the Parking Regulations set forth in Section 2 below, and find that approving the Code Amendment in order to remove the Parking Regulations 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.

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. Code Amendment. Title 7 (Motor Vehicles and Traffic), Chapter 4 (Traffic Schedules), Section 3 (Schedule III; Parking Limitations and Prohibitions), Subsection 7-4-3(C) (Additional Parking Prohibitions and Limitations) of the Western Springs Municipal Code shall be amended as follows (additions to existing text marked with underlining; deletions to existing text marked using strikethrough):

“7-4-3: SCHEDULE III; PARKING LIMITATIONS AND PROHIBITIONS:

C. Additional Parking Prohibitions and Limitations: Other prohibitions and limitations are to be as follows when posted by sign:

CHESTNUT STREET – South side

~~No parking at any time between signs in front of the Masonic Lodge.~~

30 minute parking from Lawn Avenue to Wolf Road during library hours.

4 hour parking 8:00 a.m. to 4:00 P.M. Monday through Friday from Woodland Avenue to Lawn Avenue.”

SECTION 3. Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections or other text that need to be amended or deleted within the Western Springs Municipal Code, as a consequence of the above Code Amendment, shall be amended by the Village’s codifier so as to be consistent with the terms of this Ordinance.

SECTION 4. Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, repealed. 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. Except for the Code amendment set forth above in this Ordinance, all chapters and sections of the Municipal Code of the Village of Western Springs shall remain in full force and effect.

SECTION 5. 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 and the posting of the appropriate parking regulation signs.

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 _____, 2025 and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the ____ day of _____, 2025.

Edward Tymick, Village Clerk

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-_____

**ORDINANCE AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC),
CHAPTER 4 (TRAFFIC SCHEDULES),
SECTION 3 (SCHEDULE III: PARKING LIMITATIONS AND PROHIBITIONS)
OF THE WESTERN SPRINGS MUNICIPAL CODE RELATIVE TO
REMOVING PARKING RESTRICTIONS ON THE SOUTH SIDE OF CHESTNUT STREET
BETWEEN CENTRAL AVENUE AND GROVE AVENUE IN FRONT OF THE FORMER MASONIC LODGE
LOCATED AT 1215 CHESTNUT STREET, WESTERN SPRINGS, ILLINOIS**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the _____ day of _____, 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 _____, 2025.

Edward Tymick, Village Clerk

[SEAL]