



AGENDA

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 5, 2025 at 7:30 AM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

- A. Call to Order**
- B. Approval of Minutes**
 - 1. Properties and Recreation Committee
- C. Public Comment**
- D. New Business**
 - 1. Independent Contractor Agreements Renewal
 - 2. Right of Way Sale Request: 5150 Woodland Avenue and 5200 Woodland Avenue
- E. Other Business**
- F. Schedule Next Committee Meeting**
- G. 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.

Properties and Recreation Committee Meeting

Tuesday, May 6, 2025

Village Board Room

740 Hillgrove Western Springs, IL 60558

Called to Order: 5:21 p.m.

Chair-Trustee Amy Avakian Presiding

Committee Members Present: Trustee Alan Fink

Heidi Rudolph, Village President

Staff Present

Matthew Supert, Municipal Services Director

Ellen Baer, Village Manager

Christopher Breakey, PW Superintendent

Ron Derengowski, Water Plant Superintendent

Jenny Pesek, Administrative Assistant

Roll Call

As noted above.

Approval of Minutes:

Chair Amy Avakian motioned to approve the 4/8/2025 Properties and Recreation meeting minutes, seconded by Trustee Alan Fink. Motion passed unanimously on a voice vote.

Public Comment: None

New Business:

Tria-Architecture Proposal for a Space Needs Analysis of the Public Works Facility and Municipal Services and Engineering Departments

Director Matthew Supert reported to the Committee the purpose of this analysis is to assess the current use of spaces, determine future space and use for the Village and the departmental operations. Village Staff received a total of eight proposals to review. This was a Request for Proposals (RFP) and not selected by pricing. Director Supert reported staff are recommending Tria-Architecture from Burr Ridge for this project, their pricing was \$17,500 and was the lowest cost proposal received. Chair Avakian recommended to bring to the Village Board for the approval of the Space Needs Analysis Project to Tria-Architecture. 2nded by Trustee Al Fink, all in favor aye.

Other Business:

Recreation Update

Ellen Baer, Village Manager reported that the 48th Annual Tower Trot Run will take place on Saturday, May 24, 2025, at 8:30AM. The route is mapped out on the website & social media, registration has been

slow but usually picks up. Ellen Baer reported the gym floor is completed and needs a second coat since this is a high traffic floor, it looks great if anyone would like to check it out. Sr Senior Center update: Michelle Cagney, Senior Coordinator who served the Village for 21yrs just retired. Mike Kenney will be filling the role and will take over the Senior Center coordinating. Seasonal hiring at the Recreation is underway.

Schedule for the Next Committee Meeting

The next Properties & Recreation meeting will be held on June 10, 2025, 5:30 p.m. immediately following PW&W Committee Meeting.

Adjourn

Chair Amy Avakian motioned to adjourn the meeting, seconded by Trustee Alan Fink. Motion passed unanimously on a voice vote.

Meeting adjourned at 5:28 p.m.

Respectfully Submitted:

Jenny Pesek



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 5, 2025

AGENDA ITEM D.1.

To: Properties and Recreation Committee

From: Casey Biernacki, Deputy Village Manager

CC: Nancy Flores, Interim Director of Recreation, Ellen Baer, Village Manager

RE: Independent Contractor Agreements Renewal

Recommendation

Consider a recommendation to advance the Independent Contractor Agreements with Kensington School, Grand Avenue Preschool and Daycare, Jo's Footwork Studio, Montessori School of Western Springs, and the Western Springs Historical Society to the Village Board.

Summary

In 2020, the Village of Western Springs established independent contractor agreements listed below. These contractors provide essential, well-loved, services and programming to residents of Western Springs and neighboring communities.

- Kensington School
- Grand Avenue Preschool and Daycare (Premier IL)
- Jo's Footwork Studio
- Montessori School of Western Springs
- The Western Springs Historical Society
- Mattix Music Studio (*current contract in effect until December 2025*)

The agreements outline economic and non-economic provisions for each contractor to utilize space in the Recreation Center and/or the Grand Avenue Community Center. All five (5) agreements expire on June 30, 2025 and staff recommends a one-year renewal with the same 2% annual increase, which is consistent with annual increases over the last five (5) years. The contract with Mattix Music Studio expires in December of 2025, and staff expects to return at that time with a renewal to align them with the other agreements. Staff intends to use the next year to review the existing provisions of the agreements, the square footage utilized by each contractor, and legal language updates before ultimately bringing all six (6) agreements for consideration in June of 2026.

The Village Attorney is communicating with all five (5) parties and final versions of the agreements are expected for consideration at the June 16, 2025 Board Meeting.

Financial Impact

None.

Recommended Motion

I move to approve the Independent Contractor Agreements with Kensington School, Grand Avenue Preschool and Daycare, Jo's Footwork Studio, Montessori School of Western Springs, and the Western Springs Historical Society.

Strategic Plan Alignment

Financial Sustainability

File Attachments

1. Amendment to Independent Contractor Agreement for Montessori School of Western Springs, Inc. 6.2025(2054934.1)
2. Amendment to Independent Contractor Agreement for Right Foot PRoductions, LLC d_b_a Jo's Footwork Studios and the Village of Western Springs 6.2025(2054924.1)
3. Amendment to Independent Contractor Agreement for Kensington School of Western Springs 6.2025(2054924.1)
4. Second Amendment to Independent Contractor Agreement for Grand Avenue Preschool (Premier IL Western Springs LLC) 6.2025(2052566.1)
5. Amendment to Independent Contractor Agreement for Western Springs Historical Society 6.2025

**AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MONTESSORI SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS**

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Amendment") is made as of ___ day of _____, 2025 (the "Effective Date") by and among the Village of Western Springs, an Illinois municipal corporation (the "Village") and MONTESSORI SCHOOL OF WESTERN SPRINGS, INC., an Illinois not-for-profit Corporation with offices at 743 McClintock Drive, Burr Ridge, IL 60527 ("Montessori"). The Village and Montessori are each individually referred to as a "Party," and collectively, the "Parties" to this Amendment.

RECITALS:

A. The Village and Montessori are parties to that certain Independent Contractor Agreement dated as of June 28, 2021 (the "Contractor Agreement," attached hereto as Exhibit "A" and incorporated herein), and approved by Resolution Number 21-2621, under which Montessori provides pre-school and early child educational and cultural programs to the Village as part of the Village's recreational, educational and cultural services (the "Services"); and

B. Pursuant to the Contractor Agreement, the Village provides use of a portion of the building located at 1500 Walker Street in Western Springs, Illinois, commonly known as "The Recreation Center" and may also provide use of a portion of the building located at 4200 Grand Avenue in Western Springs, Illinois commonly known as "The Grand Avenue Community Center" (the "Premises"); and

C. Pursuant to the Contractor Agreement, Montessori agreed to pay certain fees and charges for the use of the Premises to conduct the Services. The initial term of Agreement extended from July 1, 2021 to June 30, 2022, and then provided for three (3) consecutive one (1) year renewal options that further extended the term as follows: (a) July 1, 2022 to June 30, 2023; (b) July 1, 2023 to June 30, 2024; and (c) July 1, 2024 to June 30, 2025; and

D. The Village and Montessori now desire to enter into this Amendment to the Contractor Agreement to extend the term of the Contractor Agreement from July 1, 2025 to June 30, 2026, on the same terms and conditions as the Contractor Agreement and its Amendment, and at the same rate of increase as the previous renewal terms.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference, the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment to Contractor Agreement. The Contractor Agreement is amended as follows:

1. TERM; MONTHLY CHARGES: Unless terminated in accordance with the provisions of the Contractor Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be amended as follows:

- (1) **Term 2025-2026:** Term 2025-2026 shall commence on July 1, 2025 and end on June 30, 2026, subject to the payment of the Monthly Building Charge, which shall equal **\$2967**, for a Total Annual Cost of **\$35,604**. Estimated hours of use and all other terms and conditions shall remain unchanged.

2. Entire Agreement. This Amendment and the Contractor Agreement constitute the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations, and statements, and all prior written agreements, understandings, letters of intent, and proposals are merged into this Consent and Amendment. Neither this Consent and Amendment nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

3. Binding Effect; Conflict; Invalidity. The terms, conditions, and covenants of this Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective nominees, successors, beneficiaries, and assigns. In the event of a conflict between the terms and conditions of the Contractor Agreement and this Amendment, the terms and conditions of this Amendment shall control. The invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Consent and Amendment effective as of the Effective Date.

VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

MONTESSORI SCHOOL OF WESTERN SPRINGS, INC., an Illinois Not-for-profit Corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

**Independent Contractor Agreement
Between the Village of Western Springs and
Montessori School of Western Springs, Inc.
(Approved by Village Resolution No. 21-2621 dated June 28, 2021)**

**AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS AND THE VILLAGE OF WESTERN SPRINGS**

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Amendment") is made as of __ day of _____, 2025 (the "Effective Date") by and among the Village of Western Springs, an Illinois municipal corporation (the "Village") and RIGHT FOOT PRODUCTIONS, LLC d/b/a JO'S FOOTWORK STUDIOS, an Illinois limited liability company with its place of business at 1500 Walker Street, Western Springs, IL ("Jo's Footwork"). The Village and Jo's Footwork are each individually referred to as a "Party," and collectively, the "Parties" to this Amendment.

RECITALS:

A. The Village and Jo's Footwork are parties to that certain Independent Contractor Agreement dated as of June 28, 2021 (the "Contractor Agreement," attached hereto as Exhibit "A" and incorporated herein), and approved by Resolution Number 21-2621, under which Jo's Footwork provides dance and cultural programs to the Village as part of the Village's recreational, educational and cultural services (the "Services"); and

B. Pursuant to the Contractor Agreement, the Village provides use of a portion of the building located at 1500 Walker Street in Western Springs, Illinois, commonly known as "The Recreation Center" (the "Premises"); and

C. Pursuant to the Contractor Agreement, Jo's Footwork agreed to pay certain fees and charges for the use of the Premises to conduct the Services. The initial term of Agreement extended from July 1, 2021 to June 30, 2022, and then provided for three (3) consecutive one (1) year renewal options that further extended the term as follows: (a) July 1, 2022 to June 30, 2023; (b) July 1, 2023 to June 30, 2024; and (c) July 1, 2024 to June 30, 2025; and

D. The Village and Jo's Footwork now desire to enter into this Amendment to the Contractor Agreement to extend the term of the Contractor Agreement from July 1, 2025 to June 30, 2026, on the same terms and conditions as the Contractor Agreement and its Amendment, and at the same rate of increase as the previous renewal terms.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference, the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment to Contractor Agreement. The Contractor Agreement is amended as follows:

1. TERM; MONTHLY CHARGES: Unless terminated in accordance with the provisions of the Contractor Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be amended as follows:

(1) **Term 2025-2026**: Term 2025-2026 shall commence on July 1, 2025 and end on June 30, 2026, subject to the payment of the Monthly Building Charge, which shall equal **\$4177.00**, for a Total Annual Cost of **\$50,124.00**. Estimated hours of use and all other terms and conditions shall remain unchanged.

2. Entire Agreement. This Amendment and the Contractor Agreement constitute the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or

contemporaneous oral agreements, understandings, representations, and statements, and all prior written agreements, understandings, letters of intent, and proposals are merged into this Consent and Amendment. Neither this Consent and Amendment nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

3. Binding Effect; Conflict; Invalidity. The terms, conditions, and covenants of this Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective nominees, successors, beneficiaries, and assigns. In the event of a conflict between the terms and conditions of the Contractor Agreement and this Amendment, the terms and conditions of this Amendment shall control. The invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Consent and Amendment effective as of the Effective Date.

VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS, an Illinois limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

**Independent Contractor Agreement
Between the Village of Western Springs and
Right Foot Productions, LLC d/b/a Jo's Footwork Studios (Approved by Village Resolution No. 21-2621 dated
June 28, 2021)**

**AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS**

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Amendment") is made as of ___ day of _____, 2025 (the "Effective Date") by and among the Village of Western Springs, an Illinois municipal corporation (the "Village") and KENSINGTON SCHOOL OF WESTERN SPRINGS, INC., an Illinois Corporation with offices at 743 McClintock Drive, Burr Ridge, IL 60527 ("Kensington"). The Village and Kensington are each individually referred to as a "Party," and collectively, the "Parties" to this Amendment.

RECITALS:

A. The Village and Kensington are parties to that certain Independent Contractor Agreement dated as of June 28, 2021 (the "Contractor Agreement," attached hereto as Exhibit "A" and incorporated herein), and approved by Resolution Number 21-2621, under which Kensington provides pre-school and early child educational and cultural programs to the Village as part of the Village's recreational, educational and cultural services (the "Services"); and

B. Pursuant to the Contractor Agreement, the Village provides use of a portion of the building located at 1500 Walker Street in Western Springs, Illinois, commonly known as "The Recreation Center" and may also provide use of a portion of the building located at 4200 Grand Avenue in Western Springs, Illinois commonly known as "The Grand Avenue Community Center" (the "Premises"); and

C. Pursuant to the Contractor Agreement, Kensington agreed to pay certain fees and charges for the use of the Premises to conduct the Services. The initial term of Agreement extended from July 1, 2021 to June 30, 2022, and then provided for three (3) consecutive one (1) year renewal options that further extended the term as follows: (a) July 1, 2022 to June 30, 2023; (b) July 1, 2023 to June 30, 2024; and (c) July 1, 2024 to June 30, 2025; and

D. The Village and Kensington now desire to enter into this Amendment to the Contractor Agreement to extend the term of the Contractor Agreement from July 1, 2025 to June 30, 2026, on the same terms and conditions as the Contractor Agreement and its Amendment, and at the same rate of increase as the previous renewal terms.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference, the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment to Contractor Agreement. The Contractor Agreement is amended as follows:

1. TERM; MONTHLY CHARGES: Unless terminated in accordance with the provisions of the Contractor Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be amended as follows:

- (1) **Term 2025-2026**: Term 2025-2026 shall commence on July 1, 2025 and end on June 30, 2026, subject to the payment of the Monthly Building Charge, which shall equal **\$23,099**, for a Total Annual Cost of **\$277,188**. Estimated hours of use and all other terms and conditions shall remain unchanged.

2. Entire Agreement. This Amendment and the Contractor Agreement constitute the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations, and statements, and all prior written agreements, understandings, letters of intent, and proposals are merged into this Consent and Amendment. Neither this Consent and Amendment nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

3. Binding Effect; Conflict; Invalidity. The terms, conditions, and covenants of this Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective nominees, successors, beneficiaries, and assigns. In the event of a conflict between the terms and conditions of the Contractor Agreement and this Amendment, the terms and conditions of this Amendment shall control. The invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Consent and Amendment effective as of the Effective Date.

VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

KENSINGTON SCHOOL OF WESTERN SPRINGS, INC., an Illinois Corporation

By: _____
Name: _____
Title: Chief Executive Officer

EXHIBIT A

**Independent Contractor Agreement
Between the Village of Western Springs and
Kensington School of Western Springs, Inc.
(Approved by Village Resolution No. 21-2621 dated June 28, 2021)**

**SECOND AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT**
(Part of Grand Avenue Community Center located at
4211 Grand Avenue, Western Springs, Illinois 60558)

THIS SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Second Amendment") is made as of __ day of _____, 2025 (the "Effective Date") by and among the Village of Western Springs, an Illinois municipal corporation (the "Village") and Premier IL Western Springs LLC, a Delaware limited liability company ("Premier"). The Village and Premier are each individually referred to as a "Party," and collectively, the "Parties" to this Amendment.

RECITALS:

A. The Village and Premier are parties to that certain Independent Contractor Agreement dated as of June 28, 2021 (the "Contractor Agreement," attached hereto as Exhibit "A" and incorporated herein), and approved by Resolution Number 21-2621, which was assigned to Premier, by a Consent Agreement and Amendment dated as of July 11, 2022 (the "Consent Agreement," attached hereto as Exhibit "B" and incorporated herein), and which assignment was effectuated and consented to by the Village on July 11, 2022, pursuant to Resolution Number 22-2681, under which Premier provides pre-school and early child educational and cultural programs to the Village as part of the Village's recreational, educational and cultural services (the "Services"); and

B. Pursuant to the Contractor Agreement, the Village provides use of a portion of the building located at 4211 Grand Avenue, Western Springs, Illinois 60558, commonly known as "The Grand Avenue Community Center" (the "Premises"); and

C. Pursuant to the Contractor Agreement, Premier agreed to pay certain fees and charges for the use of the Premises to conduct the Services. The initial term of Agreement extended from July 1, 2021 to June 30, 2022, and then provided for three (3) consecutive one (1) year renewal options that further extended the term as follows: (a) July 1, 2022 to June 30, 2023; (b) July 1, 2023 to June 30, 2024; and (c) July 1, 2024 to June 30, 2025; and

D. The Village and Premier now desire to enter into this Second Amendment to the Contractor Agreement to extend the term of the Contractor Agreement from July 1, 2025 to June 30, 2026, on the same terms and conditions as the Contractor Agreement and its Amendment, and at the same rate of increase as the previous renewal terms.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference, the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Second Amendment to Contractor Agreement. The Contractor Agreement is further amended as follows:

1. TERM; MONTHLY CHARGES: Unless terminated in accordance with the provisions of the Contractor Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be amended as follows:

- (1) **Term 2025-2026**: Term 2025-2026 shall commence on July 1, 2025 and end on June 30, 2026, subject to the payment of the Monthly Building Charge, which shall equal **\$16,491.36**, for a Total Annual Cost of **\$197,896.32**. Estimated hours of use and all other terms and conditions shall remain unchanged.

2. Entire Agreement. This Second Amendment, the Consent and Assignment Agreement, and the Contractor Agreement constitute the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations, and statements, and all prior written agreements, understandings, letters of intent, and proposals are merged into this Second Amendment. Neither this Second Amendment nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

3. Binding Effect; Conflict; Invalidity. The terms, conditions, and covenants of this Second Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective nominees, successors, beneficiaries, and assigns. In the event of a conflict between the terms and conditions of the Contractor Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control. The invalidity or unenforceability of any provision of this Second Amendment shall not affect the validity or enforceability of any other provision of this Second Amendment, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Consent and Amendment effective as of the Effective Date.

VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

PREMIER IL WESTERN SPRINGS LLC, a Delaware limited liability company

By: _____
Name: George Fogel
Title: Chief Executive Officer

EXHIBIT A

**Independent Contractor Agreement
Between the Village of Western Springs and
Grand Avenue Preschool and Day Care Inc.
(Approved by Village Resolution No. 21-2621 dated June 28, 2021)**

EXHIBIT B

**Consent to Assignment and Amendment to Independent Contractor Agreement
Between the Village of Western Springs,
Grand Avenue Preschool and Day Care Inc., and Premier IL Western Springs LLC
(Approved by Village Resolution No. 22-2681 dated July 11, 2022)**

(Attached)

**AMENDMENT
TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
WESTERN SPRINGS HISTORICAL SOCIETY AND THE VILLAGE OF WESTERN SPRINGS**

THIS AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Amendment") is made as of __ day of _____, 2025 (the "Effective Date") by and among the Village of Western Springs, an Illinois municipal corporation (the "Village") and WESTERN SPRINGS HISTORICAL SOCIETY, an Illinois not-for-profit Corporation with a mailing address of P.O. Box 139, Western Springs, Illinois ("Historical Society"). The Village and Historical Society are each individually referred to as a "Party," and collectively, the "Parties" to this Amendment.

RECITALS:

A. The Village and Historical Society are parties to that certain Independent Contractor Agreement dated as of June 28, 2021 (the "Contractor Agreement," attached hereto as Exhibit "A" and incorporated herein), and approved by Resolution Number 21-2621, under which Historical Society provides cultural programs to the Village as part of the Village's recreational, educational and cultural services (the "Services"); and

B. Pursuant to the Contractor Agreement, the Village provides use of a portion of the building located at 4200 Grand Avenue in Western Springs, Illinois, commonly known as "The Grand Avenue Community Center" (the "Premises"); and

C. Pursuant to the Contractor Agreement, Historical Society agreed to pay certain fees and charges for the use of the Premises to conduct the Services. The initial term of Agreement extended from July 1, 2021 to June 30, 2022, and then provided for three (3) consecutive one (1) year renewal options that further extended the term as follows: (a) July 1, 2022 to June 30, 2023; (b) July 1, 2023 to June 30, 2024; and (c) July 1, 2024 to June 30, 2025; and

D. The Village and Historical Society now desire to enter into this Amendment to the Contractor Agreement to extend the term of the Contractor Agreement from July 1, 2025 to June 30, 2026, on the same terms and conditions as the Contractor Agreement and its Amendment, and at the same rate of increase as the previous renewal terms.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference, the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment to Contractor Agreement. The Contractor Agreement is amended as follows:

1. TERM; MONTHLY CHARGES: Unless terminated in accordance with the provisions of the Contractor Agreement, the term of this Agreement (the "Term" or "Renewal Term") shall be amended as follows:

(1) **Term 2025-2026**: Term 2025-2026 shall commence on July 1, 2025 and end on June 30, 2026, subject to the payment of the Monthly Building Charge, which shall equal **\$601**, for a Total Annual Cost of **\$7,212**. Estimated hours of use and all other terms and conditions shall remain unchanged.

2. Entire Agreement. This Amendment and the Contractor Agreement constitute the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or

contemporaneous oral agreements, understandings, representations, and statements, and all prior written agreements, understandings, letters of intent, and proposals are merged into this Consent and Amendment. Neither this Consent and Amendment nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

3. Binding Effect; Conflict; Invalidity. The terms, conditions, and covenants of this Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective nominees, successors, beneficiaries, and assigns. In the event of a conflict between the terms and conditions of the Contractor Agreement and this Amendment, the terms and conditions of this Amendment shall control. The invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Consent and Amendment effective as of the Effective Date.

VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

HISTORICAL SOCIETY OF WESTERN SPRINGS, an Illinois Not-for-profit Corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

**Independent Contractor Agreement
Between the Village of Western Springs and
Historical Society of Western Springs
(Approved by Village Resolution No. 21-2621 dated June 28, 2021)**



AGENDA ITEM SUMMARY

PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: June 5, 2025

AGENDA ITEM D.2.

To: Properties and Recreation Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: Right of Way Sale Request: 5150 Woodland Avenue and 5200 Woodland Avenue

Recommendation

None.

Summary

Introduction

On March 17, 2025, John Griffin, the current owner of the property at 5150 Woodland, submitted a request to purchase approximately forty-six feet (46'x187') of the remaining right of way (ROW) located at 5150 Woodland Avenue. Village Staff assessed the initial purchase request and determined that the proposed purchase did not present any utility encumbrances. A preliminary review of the findings was presented to the Village Board on April 14, 2025, and was discussed again during a closed session on May 12, 2025.

Mr. Griffin has provided the Village with his official letter of request to purchase and a deposit check of \$18,494.30.

Pursuant to Section D of the ROW disposal policy (Res 17-2384), the Village provided notice to the adjacent property owner at 5200 Woodland Avenue inviting them to a meeting to discuss the proposed ROW purchase. Mr. Jason Van Beveren subsequently requested to purchase thirteen (13) feet of the remaining right of way, supplementing a previous purchase they completed in 2018 (Ord 18-2935) and bringing their total purchase to thirty-three feet (33).

Previous versions of the ROW disposal policy provided for a “right of refusal” to the adjacent property owner, allowing an opportunity for the adjacent property to purchase up to one half of the total available right of way. The current version of the ROW disposal policy does not include that language and provides for the Village Board to “vacate the right of way if it serves the public interest”.

Mr. Van Beveren provided the Village with his official letter of request to purchase and a deposit check of \$9,200 on May 9, 2025.

Items for Consideration

Presented to the Committee for review and consideration are exhibits of the proposed ROW purchase requests from each petitioner. The requests overlap and therefore both purchases as requested are not feasible.

Trees

Six publicly owned trees are located on the northern side of the remaining right of way. The trees range from “Fair” to “Good” condition. If the ROW sale is complete, the trees would be privately owned and would be allowed for removal. Previous ROW sales within the Village have not provided any restrictions on the removal of or transference of public trees to private ownership as part of the ROW sale.

Sidewalk

The Village’s ROW disposal policy (Section F) stipulates that the Village Board may require the installation of a sidewalk. It has historically been the practice for many (but not all) of the ROW sales within the Forest Hills subdivision to include the installation of a sidewalk or the provision for a sidewalk/public utility easement for the east-west installation of a sidewalk to maintain walkability within the subdivision. The ROW sale to Mr. Van Beveren in 2018 did not include a sidewalk easement at that time because an existing sidewalk was maintained on the north side of Village ROW. It is anticipated that with the sale of some or all the remaining ROW that the relocation of the northern sidewalk will be necessary.

The preferred relocation for the sidewalk would be to install it down the 33’ “centerline” of the ROW. This would allow for the sidewalk to interface with the existing sidewalk on Central without a jog or bend behind the properties and would provide for an improved line of sight for pedestrians utilizing the sidewalk. However, the Village Board has previously approved ROW sales and sidewalk installations where there is a jog on the sidewalk at the rear property line. Locations include the property immediately to the east at 5145 Woodland/5140 Grand.

It should be noted that the existing crosswalk on Woodland Avenue is located to the north of the current sidewalk. Due to the driveway configuration on the east side of the street, it is not feasible to relocate the crosswalk to the 33’ centerline even if the remaining sidewalk is moved. Staff’s recommendation is to keep the existing crosswalk at its present location and require the petitioners to make any necessary ADA modifications, striping, and signage to curb ramps as are required by current standards at the time of construction.

The Village is in the process of developing a fully grant-funded Village-wide Safe Routes to School Travel Plan, which will identify improvements to enhance safety for families commuting to area schools. The plan is expected to be completed in the fall of 2025, but preliminary walking audits with Forest Hills School staff and parents have identified that these sidewalk connections were well-used by students and appreciated by the community.

Village staff is requesting a recommendation from the Committee to the Village Board for the proposed right of way sale for both parties. The recommendation will allow staff to prepare the necessary exhibits and recommendations for public infrastructure in the sale area.

Financial Impact

None.

Recommended Motion

None.

Strategic Plan Alignment

File Attachments

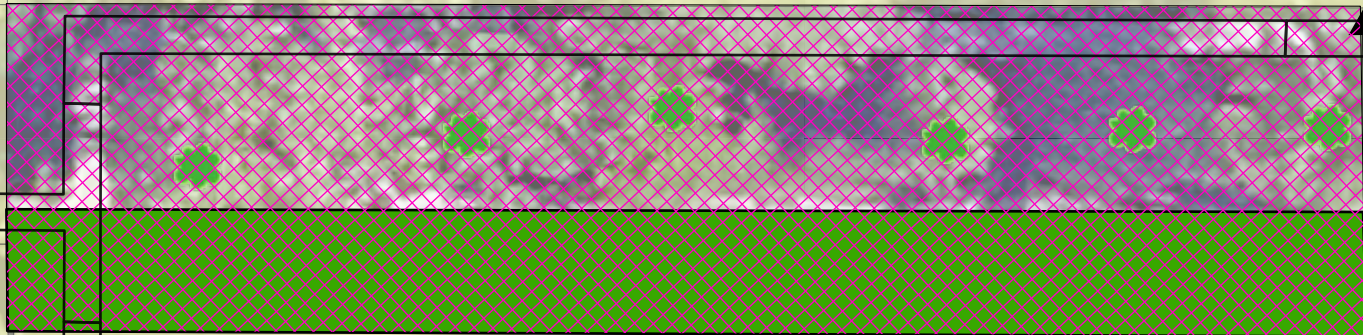
1. Proposed Purchase Areas
2. Proposed Sidewalk Options
3. Resolution 17-2384

Proposed Purchase Areas

5136
Woodland
Avenue

5141
Central
Avenue

5150
Woodland
Avenue



5201
Central
Avenue

5200
Woodland
Avenue

5201
Central
Avenue

5204 Woodland
Avenue

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

5136
Woodland
Avenue

5141
Central
Avenue

5150
Woodland
Avenue

Existing Crosswalk to
remain and be
improved.

Proposed Sidewalk
Location at 33' "
Centerline"

Proposed Sidewalk
Location at Southern
Edge of 46' ROW
Purchase

5201
Central
Avenue

5200
Woodland
Avenue

Woodland Ave

5201
Central
Avenue

5204 Woodland
Avenue

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

RESOLUTION NO. 17-2384

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Tymick, Allen,

Gallagher, Glowiak, Hansen, Horvath

and President Rodeghier.

Voting nay: None.

DATE: April 24, 2017

OTHER:

**A RESOLUTION APPROVING THE
VILLAGE EXCESS RIGHTS-OF-WAY
DISPOSAL POLICY AND PROCEDURES
DATED APRIL 24, 2017.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") have adopted a policy entitled "Village Excess Rights-Of-Way Disposal Policy And Procedures Dated April 24, 2017" (the "ROW Disposal Policy") that offers to vacate dedicated street or alley rights-of-way which have and have not been fully improved with a roadway surface comparable to current Village Subdivision Code standards for purchase by adjacent property owners in accordance with this ROW Disposal Policy, the applicable Western Springs Municipal Code provisions and the Illinois Vacation Statute (65 ILCS 5/11-91-1 *et seq.*). The initial ROW Disposal Policy was adopted by the Village in 1995 and has been amended in 1998 (*Resolution No. 98-1519*); 2000 (*Resolution No. 00-1625*); 2002 (*Resolution No. 02-1755*); 2003 (*Resolution No. 03-1780 and Resolution No. 03-1806*); and 2007 (*Resolution No. 07-1955*); and

WHEREAS, based upon recommended amendments to certain provisions of the ROW Disposal Policy by Village staff, the Properties and Recreation Committee met on April 4, 2017 and reviewed and favorably recommended the amendments to the President and Board of Trustees of the Village for approval. A copy of the updated version of the ROW Disposal Policy is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at the April 10, 2017 Workshop Meeting and the April 24, 2017 Regular Village Board Meeting of the President and Board of Trustees of the Village of Western Springs, the updated version of the ROW Disposal Policy and the recommendation of the Properties and Recreation Committee were reviewed and discussed by the Village Board members; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, pursuant to the Illinois Vacation Statute (65 ILCS 5/11-91-1 *et seq.*), to approve the updated version of the ROW Disposal Policy; and

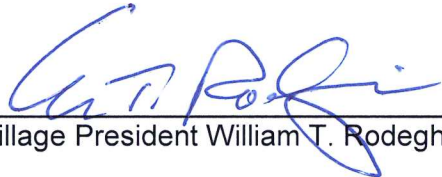
WHEREAS, the President and Board of Trustees of the Village of Western Springs have determined that it is in the best interests of the Village of Western Springs, its residents, property owners, businesses and the public to approve the attached, updated version of the ROW Disposal Policy.

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: 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: Pursuant to the authority set forth in the Illinois Vacation Statute (65 ILCS 5/11-91-1 *et seq.*), the President and Board of Trustees of the Village of Western Springs approve the "Village Excess Rights-Of-Way Disposal Policy And Procedures Dated April 24, 2017" (the "ROW Disposal Policy"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Western Springs, or their designees, to execute the attached ROW Disposal Policy and such other documents as are necessary to fulfill the Village's obligations under the ROW Disposal Policy .

PASSED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 24th day of April, 2017, and approved by me as Village President, and attested by the Village Clerk on the same day.



Village President William T. Rodeghier

ATTEST:



Village Clerk Jeanine M. Jasica

EXHIBIT "A"

**VILLAGE EXCESS RIGHTS-OF-WAY DISPOSAL POLICY
AND PROCEDURES DATED APRIL 24, 2017**

(attached)

**VILLAGE EXCESS RIGHTS-OF-WAY DISPOSAL
POLICY AND PROCEDURES
DATED APRIL 24, 2017**

- A. The Village Board (or “corporate authorities”), in its sole discretion, may offer to vacate dedicated street or alley rights-of-way which have not been fully improved with a roadway surface comparable to current Village Subdivision Code standards for purchase by adjacent property owners in accordance with this Policy, the applicable Western Springs Municipal Code provisions and the Illinois Vacation Statute (65 ILCS 5/11-91-1 *et seq.*). In considering any vacation petition, the Village Board has the right under the Illinois Vacation statute to deny a petition in its entirety or to grant all, less than all or more than all of the requested relief sought by any petition by vacating right-of-way in proportions that it deems to be in the public interest. The Village Board reserves the right to deviate from this Policy or grant an exception or variation from any provision of this Policy under the appropriate circumstances, provided such deviation, exemption or variation is approved by a three-fourths vote of the corporate authorities.
- B. Except in the case of Planned Developments involving multi-family or single family attached developments (collectively referred to as a “Residential Planned Development”) or commercial or mixed use¹ developments or redevelopments, if the vacation of a street or alley right-of-way is deemed by the Village Board to be in the public interest, the Village will require monetary compensation for the vacated right-of-way from the adjacent property owners at a cost per square foot not less than the per square foot dollar amounts set forth in the Cost Table attached to this Policy marked as **Exhibit "A"**, as amended from time to time, and pursuant to the Illinois Vacation Statute (65 ILCS 5/11-91-1 *et seq.*), as amended. The corporate authorities of the Village will review the per square foot dollar amounts contained in the Cost Table on an annual basis and may adjust the square foot dollar amounts to reflect the current fair market value of the right-of-way properties from time to time. Any amendments or revisions to this Policy, including the Cost Table, shall be approved by the corporate authorities by the passage of a resolution. When any amendment to this Policy is approved by the corporate authorities through the passage of a resolution (e.g., a revised Cost Table with a new price schedule), a person will be allowed to continue with his or her petition under the prior Policy terms and provisions (including the prior purchase price of the right-of-way parcel), provided he or she has submitted to the Village Manager a petition to purchase a right-of-way parcel and has paid to the Village the 10% purchase price deposit and \$2,500.00 deposit required under Section J (1, 2) below prior to the approval of said resolution amending the

¹ A mixed-use development or redevelopment is defined as any development or redevelopment of real estate that incorporates commercial or office uses with residential uses.

Policy. The price of acquiring title to certain dedicated right-of-way properties on and after March 26, 2007 (also referred to as the "Revised 2007 Price Schedule") and the addresses and approximate dimensions of said properties are listed in the attached Cost Table (**Exhibit "A"**). **The Revised 2007 Price Schedule has three (3) levels of pricing based on whether "encumbrances" currently exist or will be created and imposed against the right-of-way parcel as a condition of the sale of the right-of-way parcel that limits or restricts the use of any portion of the right-of-way parcel for development or construction purposes, as determined by the Village Engineer. The word "encumbrance" means an easement for one or more Private or Public Facilities, as defined below at Page 7, located within the buildable area of the proposed, vacated right-of-way parcel, but does not include an easement for one or more Private or Public Facilities that are located only in a rear yard setback or a front yard or front parkway area.** The corporate authorities reserve the right to adjust those prices as they deem appropriate.

The corporate authorities of the Village reserve the right to vacate and convey title to the entire dedicated right-of-way, or such lesser portion, lying adjacent to land owned by a property owner (or his/her/its contract purchaser or successor(s) in interest) who has filed a vacation petition requesting title to such right-of-way. In the case of a proposed or an existing Residential Planned Development or a commercial or mixed use development or redevelopment (collectively hereinafter referred to as "Development"), the corporate authorities of the Village reserve the right to set a price for the sale of such right-of-way based on: (1) the fair market value of the property; or (2) on the benefits (as documented in the public record by the Village Board) which will accrue to the Village as a result of the vacation and the incorporation of the vacated right-of-way into the Development. When considering a vacation petition that involves property to be incorporated into such a Development, the corporate authorities of the Village will conduct a public hearing on the vacation petition as required by this Policy, but they reserve the right to deny the vacation petition or to grant only preliminary approval of the vacation petition, subject to final consideration by the corporate authorities when they consider the recommendation of the Plan Commission relative to the Development petition after completion of the Commission's required public hearing process for such a Development. Any denial or preliminary approval by the corporate authorities shall be transmitted to the Plan Commission so that it can review the Development petition based on such information. Unless otherwise noted below, consideration of a vacation petition that involves property to be incorporated into a proposed or an existing Development shall follow this Policy.

- C. The Village Board reserves the right to amend this Policy at any time, including the list of properties and the minimum prices contained in **Exhibit "A"**. The Village reserves the right to decline to vacate any Village right-of-way property. The Village Board is under no obligation to vacate any Village right-of-way property at the minimum price set forth in this Policy or at any other price. The

corporate authorities shall have no obligation to vacate any Village right-of-way property, unless and until three-fourths of the Trustees holding office affirmatively vote to approve of the required vacation ordinance and all of the other terms, provisions and requirements of this Policy relative to the vacation are satisfied. The corporate authorities of the Village reserve the right to vacate any dedicated Village rights-of-way not listed on Exhibit "A". In such cases, the corporate authorities reserve the right to set a price for the sale of such rights-of-way based on the fair market value of the property or the benefits that will accrue to the Village as a result of the vacation.

- D. If the Village receives a petition from an adjacent property owner requesting the vacation of the entire right-of-way parcel, or such lesser portion, lying adjacent to his or her property, the Village Board will consider vacating the right-of-way if the vacation is in the public interest. The internal review process for considering such a petition will be as follows: (1) within five (5) business days of receipt by the Village, copies of the petition will be mailed to the adjacent property owners under a cover letter that invites all of the adjacent property owners, including the petitioner, to a meeting with the Community Development Director and Village Engineer to discuss the petition and to determine whether the other adjacent property owners are interested in acquiring any portion of the right-of-way; (2) at the conclusion of his review of the matter, the Community Development Director will send a report to the Properties and Recreation Committee that summarizes the parties' positions and contains staff's recommendation; (3) the Properties and Recreation Committee will meet with the petitioner and the other adjacent property owners to discuss the petition, any responses of the other adjacent property owners to the petition and any alternate petitions filed by other adjacent property owners; (4) after it concludes its review of the matter, the Properties and Recreation Committee will forward a recommendation to the Village Board regarding the petition and any alternate petitions; (5) the Village Board will make a decision regarding whether the petition and any alternate petitions should be pursued; and (6) if the Village Board decides that a petition should be pursued, then the petitioner shall follow the remainder of this Policy, including Subsection J.

As used in this Policy, the term "public interest" includes any factors that support or weigh against the vacation of a right-of-way, including but not limited to: (1) the amount of right-of-way sought to be acquired under the petition(s); (2) the proposed use of the right-of-way parcel after acquisition (e.g., development, reserve as open space, use for driveway access, etc.); (3) the impact that the right-of-way vacation will have on adjacent properties; (4) whether the right-of-way vacation or the proposed use will require a driveway relocation or a utility relocation; and (5) the need to require a sidewalk easement or other utility easement within the right-of-way parcel. As used in this Policy, the term "adjacent property owner" means one whose property is located adjacent to and abuts the longest side line of the right-of-way. It is the intention of this Policy that only the respective property owners who own property adjacent to and abutting

the longest side lines of the right-of-way be allowed to purchase right-of-way located immediately adjacent to his or her property. Further, it is the intention of this Policy that a property owner whose property is located only adjacent to and abutting the shortest side line of a right-of-way parcel not be allowed to acquire said right-of-way through the vacation process. For illustrative purposes, a diagram showing four parcels of property (A, B, C and D) and four right-of-way parcels (A1, B1, C1 and D1) is attached to this Policy as **Exhibit "B"** to highlight the permitted and not permitted acquisitions. Under this Policy, for example, the owner of A is limited to requesting the vacation and purchase of A1 and B1. If the owner of A acquires A1, the Village would not permit said owner (or any subsequent owner) at a later date to acquire C1 or D1 through the vacation process unless he or she also acquired either C or D. The prohibition of the owner of A1 acquiring title to C1 or D1 is based on the Village's desire to avoid the creation of irregular shaped lots of record, through-driveways and other land uses or configurations that are not consistent with orderly and beneficial growth and development. The only exception to the above limitation that will be considered by the Village Board is in the instance where a person agrees to purchase back-to-back right-of-way parcels for purposes of resubdivision into buildable lots that are generally consistent with the shape of lots in the immediate area and construction of residences on the resubdivided lots. Examples of this exception follow: (1) the owner of A first purchases A1 and B1 and then offers to purchase C1 and D1; or (2) the owner of A offers to purchase A1, B1, C1 and D1. Attached to this Policy as **Exhibit "C"** is a diagram showing the right-of-way vacations that the Village Board will consider for the unimproved portion of Sunset Terrace.

For purposes of this Policy, the term "adjacent to and abutting" does not include "*de minimus* contact" such as the situation where two or more corners of property meet.

It is also the intention of this Policy that adjacent properties do not become "landlocked" due to the vacation of a right-of-way, unless the landlocking of a particular parcel of property is determined by the Village to be in the public interest. When used in this Policy, the following common meaning of the term "landlocked" shall be applied: "there is no way to get in or out without crossing the land of another."

- (1) **Purchase of Less Than One-Half of the Right-of-Way:** If the Village receives a petition from a property owner requesting the vacation of less than one-half of a right-of-way, the Village Board will consider the vacation petition and if approved, the petitioner shall pay a prorated share of the cost of the sidewalk installation required below. The purchase price of the remainder of right-of-way shall be based on the then current Pricing Schedule set forth in this Policy in effect at the time of subsequent purchase.

In cases where the property owner purchases less than the entire right-of-

way, the Village shall treat the petitioner's adjacent lot of record and the vacated property as an interior lot for zoning regulation purposes.

- (2) Existing Driveways on Rights-of-Way; New Residential Construction or Additions: Sections 8-1-6 and 8-1-7 of the Village Code prohibit the placement of or the encroachment of buildings and structures, such as driveways, onto the Village rights-of-way. Despite this prohibition, it is the intention of the Village to allow residents to maintain their existing driveways on portions of Village rights-of-way covered by this Policy that are currently used for driveway access to existing residences and garages, subject to the provisions of the Western Springs Municipal Code of 1997, as amended. Where the Village right-of-way is currently improved with a driveway (concrete, asphalt, crushed stone, etc.), a property owner, at his or her expense, may maintain or repair an existing driveway with like kind materials (i.e., replace asphalt with asphalt) or upgraded materials (i.e., replace crushed stone with concrete or asphalt with brick pavers) on said right-of-way, but the owner shall not alter, expand or extend any portion of the driveway on the right-of-way without the approval of the corporate authorities which may be withheld. The intent of the Village Board is to not allow the relocation of a driveway to another location on the public right-of-way because of the prohibitions of Sections 8-1-6 and 8-1-7. Where the Village right-of-way is not currently improved with a driveway, a property owner is prohibited from constructing a driveway on said right-of-way.

In the case where a property owner uses or maintains an existing driveway or a shared driveway located on the Village right-of-way and he or she desires to construct a new residence (e.g., a teardown situation) or an addition to an existing residence that increases the value of the existing residence and real property by more than fifty percent (50%) of the fair market value of the residence and real property, the property owner, at his or her expense, shall have the following options: (a) install a private driveway access at a location on his or her own property and remove the existing driveway located on the Village right-of-way within 30 days of completion of the new driveway; or (b) purchase the entire right-of-way, or such lesser portion, adjacent to his or her property for a driveway access on private property and if the existing driveway is not already located entirely upon the vacated right-of-way and/or private property, rebuild the driveway so that it is entirely on private property or install a new driveway on said property and remove the existing driveway located from the Village right-of-way within 30 days of completion of the new driveway. The property owner shall be responsible for providing to the Village a MAI appraisal to establish that an addition to an existing residence does not increase the value of the existing residence and real property by more than fifty percent (50%) of the fair market value of the residence and real property.

- (3) Shared Driveways: In the case of an existing shared driveway located on the

Village right-of-way, the property owner (or successor owner) who acquires a right-of-way parcel shall relocate the driveway within 2 years of the approval date of the vacation ordinance and shall be responsible for paying the costs of removing the shared driveway located on the public right-of-way and the installation of a replacement driveway for the adjacent property owner who uses the shared driveway, subject to reimbursement as provided for below. It is the intention of the Village Board that the replacement driveway be located on private property. If relocation on private property is not a viable option, as determined by the Village Engineer, then where the remainder of the shared driveway can be expanded in order to continue to provide access on the dedicated right-of-way, the property owner who eliminates his or her part of the shared driveway and thus creates the need for the expanded driveway shall pay for the expansion of the remainder of the driveway, subject to reimbursement as provided for below. In the petition, the property owner shall certify whether or not he or she intends to relocate his or her driveway access within 2 years of acquiring the vacated right-of-way parcel. The payment obligation and penalties (e.g., payment of all litigation expenses, including consultants' fees, attorneys' fees and costs, etc.) for failure to pay said funds shall be made part of the ordinance approving the vacation.

The Village Engineer, in his sole discretion, shall determine the location of the replacement driveway, the materials and specifications of said driveway and the cost of said driveway. The Village is not liable to any person (i) in the event the estimated driveway replacement cost determined by the Village Engineer is not adequate to cover the full cost of the installation of the replacement driveway, (ii) for the selection or hiring of a driveway installation contractor, or (iii) for the maintenance of the replacement driveway. Also, the Village is not liable for any failure or neglect to collect the money to be used for the estimated driveway replacement cost. If the funds are received by the Village from the property owner for the replacement or expanded driveway, said funds shall be paid to the other property owner only after he or she executes and delivers to the Village a signed release of claims and indemnity form relative to the driveway improvements which shall be prepared by the Village Attorney.

Where the Village, as a condition of approving a vacation petition, requires that an existing shared driveway located on the Village right-of-way be removed in order to allow for the installation of a sidewalk on said right-of-way, the petitioner shall be responsible for paying the cost of the installation of the replacement driveway for the other adjacent property owner who uses the shared driveway, subject to reimbursement below.

If any property owner, who receives a replacement driveway or the benefit of an expanded driveway access (or funds to construct said driveway or improvement), petitions the Village for the vacation of any portion of the right-of-way adjacent to his or her property within 10 years of receipt of said

funds, the property owner shall, as a condition of the vacation approval, pay to the Village the value of said improvement, as determined by the Village Engineer, or the actual amount of said funds. The Village will endeavor to reimburse the initial petitioner who paid for said improvement or said funds or, if said person cannot be located, use said funds to maintain or install Private or Public Facilities in the immediate area.

Where an adjacent property owner (or his/her predecessor), who has already purchased some or all of the Village right-of-way but continued to use a shared driveway located on the Village right-of-way after his/her purchase of the Village right-of-way, has adequate space on his/her private property to construct a new private driveway, as determined by the Village Engineer, then the property owner who applies to purchase some or all of the remaining portion of the Village right-of-way shall not be obligated to pay for a replacement driveway for the adjacent property owner. In this situation, each adjacent property owner shall be responsible for paying for their own private driveway to be located on private property, and any shared private driveway shall be removed from any remaining Village right-of-way, if any.

- E. If private or public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements (**the "Private or Public Facilities"**) are located within any portion of the right-of-way to be vacated, the Village Board shall reserve on a plat of vacation, as a condition of the vacation, a private or public utility and/or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of said Private or Public Facilities or the installation of additional Private or Public Facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The plat of vacation and easement dedication shall be in a form approved by the Village Engineer and the Village Attorney. The vacation of a right-of-way by the Village will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities. If relocation of any of the Private or Public Facilities located within the right-of-way to be vacated is required, the property owner acquiring said right-of-way shall be obligated to pay the actual cost of the relocation as a condition of the approval of the vacation. The Village Engineer will provide the property owner with a cost estimate for such work. The Village or its contractors or the private or public utility companies shall perform the relocation work. The property owner shall pay additional monies to the Village if the initial deposit required by this Policy is insufficient to pay for the actual cost of the relocation work. The Village will promptly return to the property owner any surplus of such funds if the relocation work is performed for less than the amount of the deposit.
- F. If Private or Public Facilities do not exist at any location within any portion of a right-of-way to be vacated, the Village Board, in its sole discretion, may reserve, as a condition of the vacation, an easement of sufficient size to accommodate

the installation, construction, repair, replacement, and maintenance of Private or Public Facilities. In addition, the Village, in its discretion, may require that the property owner pay for all or one-half of the installation cost of a sidewalk within the retained sidewalk/public utility easement. The Village Engineer will provide the property owner with a cost estimate for such sidewalk installation work that will be performed by a contractor selected by the Village. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. To the extent the Village pays any portion of the sidewalk installation, the Village will recover said costs from the other adjacent property owner at the time that said owner petitions for the vacation of the one-half right-of-way. If one adjacent property owner pays 100% of the sidewalk installation, the Village will endeavor to recover 50% of said costs from the other adjacent property owner at the time that said owner petitions for the vacation of the other one-half right-of-way parcel. The Village will endeavor to either pay said money to the initial petitioner or use said money to maintain the sidewalk in the future. The plat of vacation and easement dedication shall be in a form approved by the Village Engineer and the Office of the Village Attorney. If such an easement is reserved in a portion of the vacated right-of-way, Private or Public Facilities may be installed by the Village or any utility company in the easement area at any time. Whether such Private or Public Facilities will actually be installed by the Village or any utility company is within the sole discretion of the Village or the utility company.

- G. Prior to the approval of the vacation ordinance and upon request of the Village, the property owner shall deposit with the Village a sufficient amount of money in addition to the initial deposit, as determined by the Village Engineer, to pay for the actual cost of the relocation work for Private or Public Facilities, the installation of a sidewalk and/or a replacement driveway (if necessary) and any consultant fees (Village Engineer, Village Attorney, surveyor, etc.) and costs incurred by the Village in considering and processing of the vacation petition, including without limitation, the preparation of the plat of vacation, the vacation ordinance, the cost of the title commitment/policy, and any filing or recording fees charged by the Cook County Recorder of Deeds or any other governmental agency.
- H. As a condition of the vacation, the property owner shall be required to pay the purchase price and sign the vacation ordinance which will contain an indemnity and hold harmless provision protecting the Village from any liability or damages arising out of or relating to the vacation, use of the vacated right-of-way, any easements or encumbrances affecting title to the vacated right-of-way or the environmental condition of said right-of-way, including the ground water. The vacation ordinance and plat of vacation will be filed with the Cook County Assessor's Office and recorded with the Office of the Cook County Recorder of Deeds.
- I. All vacations will be processed in accordance with the applicable provisions of the Western Springs Municipal Code of 1997, as amended, including Section 10-

10-20 (Vacations), this Policy and the Illinois Vacation statute. Approval of a vacation of right-of-way requires the passage of an ordinance by the Village Board by three-fourths vote of the Trustees.

J. The process for considering a vacation request is as follows:

- (1) Filing of a written petition (e.g., letter) seeking acquisition of a right-of-way parcel listed in the Policy and paying an initial \$2,500.00 deposit to the Village to be applied to the costs and fees associated with the consideration of and processing of the vacation petition, including any consultant fees (Village Engineer, Village Attorney, surveyor, etc.) and costs incurred by the Village, the preparation of the plat of vacation, the vacation ordinance, the cost of the title commitment/policy and any filing or recording fees charged by the Office of the Cook County Recorder of Deeds or any other any governmental agency. The property owner remains obligated to pay the balance of the total actual fees and costs incurred by the Village whether or not the vacation request is approved. If the Village Board denies the vacation request, the balance of any deposit, after the actual incurred costs and fees are satisfied, shall be promptly returned to the property owner. The initial \$2,500.00 deposit (and any additional funds deposited to pay the above fees and costs) is not money paid toward satisfying any portion of the purchase price under Section 2 below.

Because the proposed use of the vacated right-of-way may be impacted by existing easements or other conditions or easements that may be required by the Village Board, as part of the petition, the property owner shall identify his or her intended use of the vacated parcel so that the Village Board can evaluate whether the parcel is suitable for its intended purpose.

- (2) A deposit of 10% of the purchase price of the right-of-way parcel is required at the time of filing the petition with the balance due as a condition of the approval of the vacation ordinance. If the property owner fails or refuses to pursue the vacation petition after paying the initial 10% deposit or fails or refuses to pay the balance of the purchase price for the vacation of right-of-way or if the Village Board denies the vacation request, all money paid toward the purchase price and any unused portion of the \$2,500.00 initial deposit shall be promptly returned to the property owner, except the Village shall be entitled to withhold an amount of money sufficient to reimburse itself for the actual out-of-pocket fees and costs incurred in reviewing and processing the petition, including all fees and costs set forth in Section J(1) above.
- (3) Once the petition and deposits are received, the Village Attorney will order a title commitment and the Village Engineer will evaluate the right-of-way

parcel relative to the Village's need to retain certain types of easements and the necessity of relocating any Private or Public Facilities, removing a shared driveway or installing a sidewalk or a replacement driveway and the estimated cost of such relocation or installation work. For example, the Village customarily retains public utility easements on all vacated parcels and in certain circumstances may retain sidewalk, street lighting and/or storm sewer easements as well. There also may be other public or private easements or conditions of title that effect the parcel that will be disclosed by the title commitment. If the Village reserves any easements, the vacation ordinance and plat of vacation will specifically identify such easements.

- (4) The Village Attorney will deliver to the property owner or to his or her attorney copies of the title commitment and the Village Engineer's written recommendation relative to the necessary easements or conditions that the Village will require as part of the vacation, including the estimate of cost for any relocation work relative to Private or Public Facilities or the installation of a sidewalk or a replacement driveway. Then, within 30 days of receipt of said documents, the property owner must advise the Village if he or she desires to acquire the parcel and whether he or she is willing to pay all of the required costs and fees related to the acquisition, subject to the conditions set forth in the title commitment, the Village Engineer's written recommendation, and any other additional conditions that may be required by the Village Board.
- (5) If the property owner desires to proceed with the vacation petition, upon payment of the initial deposits (including any additional funds required by this Policy), a written notice of the date, time, place and purpose of a public hearing relative to the vacation petition shall be mailed via certified mail, return receipt requested by the Village to the property owner and all taxpayers of record for property located within 250 feet of the right-of-way to be vacated at least 15 days prior to the hearing date. The Village also will post notice of the hearing in accordance with the Open Meetings Act (e.g., a notice of the hearing will be sent to the local news media and posted in the Village Hall).
- (6) At the public hearing, the property owner will have to provide evidence in support of his or her request that establishes why the vacation is in the public interest. The Village Board will close the public hearing (either on the initial hearing date or a later date if the hearing is continued) and then will vote to: (i) direct the Village Attorney to prepare a vacation ordinance (with or without a reservation of easements or other conditions) and a plat of vacation; or (ii) deny the vacation petition. In the case of a vacation petition that involves property to be incorporated into a proposed or an existing Residential Planned Development, the corporate authorities of the Village will conduct the public hearing on the vacation petition, but they

reserve the right to deny the vacation petition or to grant only preliminary approval of the vacation petition, subject to final consideration by the corporate authorities when they consider the recommendation of the Plan Commission relative to the Residential Planned Development petition after completion of the Commission's required public hearing process for such a development. Any denial or preliminary approval by the corporate authorities shall be transmitted to the Plan Commission so that it can review the Residential Planned Development petition based on such information.

- (7) If the petition is not denied, at a future Village Board meeting, the Village Board will vote on the vacation ordinance, provided that all monies required under this Policy have been paid and the necessary documents are executed by the property owner. If approved by the required super-majority vote of Trustees, a certified copy of the ordinance and plat of vacation will be filed by the Village with the Cook County Assessor's Office and then recorded with the Office of the Cook County Recorder of Deeds, provided that the property owner pays all monies due the Village under this Policy.
- (8) The Village will provide the property owner with recorded copies of the vacation ordinance and plat of vacation to complete the transaction.

Approved Revisions to Policy:

Village Board approved March 26, 2007 (Resolution No. 07-1955)

Village Board approved April 24, 2017 (Resolution No.17-2384)

Exhibit "A"

**Cost Table / Revised 2007 Price Schedule and
Table of addresses and approximate dimensions of ROW properties**

(attached)

Exhibit "B"

**Diagram of Parcels of A, B, C and D
and ROW Parcels A1, B1, C1 and D1**

(attached)

Exhibit "C"

**Diagram showing ROW vacations that the Village Board will consider
for the unimproved portion of Sunset Terrace**

(attached)

RESOLUTION NO. 07-1955

VOTE: Passed on a roll call vote. Voting

aye: Trustees Hendrick, Hickey, Madell,

Rodeghier, Bures and Hartigan. Voting

nay: none.

DATE: March 26, 2007

OTHER:

A RESOLUTION APPROVING THE
AMENDED EXCESS RIGHTS-OF-WAY
DISPOSAL POLICY AND
PROCEDURES DATED MARCH 12,
2007 OF THE VILLAGE OF WESTERN
SPRINGS

WHEREAS, the Village, acting by and through its President and Board of Trustees (Board) is empowered by the Illinois Compiled Statutes to dispose of excess property or rights-of-way; and

WHEREAS, the Properties and Recreation Committee of the Village Board had established and followed a policy of excess rights-of-way disposal since 1995; and

WHEREAS, the Properties and Recreation Committee has recommended certain amendments to said excess rights-of-way disposal policy; and

WHEREAS, sales of rights-of-way have not met expectations; and

WHEREAS, this pricing reflects the current downturn in the general real estate market; and

WHEREAS, the Village Board is desirous of approving and authorizing said amended policy.

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. The Board concurs with the recommendation of the Properties and Recreation Committee to approve and authorize an amended excess right-of-way disposal policy in the form and content as attached to this Resolution as "Exhibit A".

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 26th day of March, 2007 and approved by me as President on the same day.

ATTEST:

Lorilyn E. Sullivan
Dep. Village Clerk

Alan J. Lynch
Village President

**VILLAGE EXCESS RIGHTS-OF-WAY DISPOSAL
POLICY AND PROCEDURES
DATED MARCH 26, 2007**

- A. The Village Board (or "corporate authorities"), in its sole discretion, may offer to vacate dedicated street or alley rights-of-way which have not been fully improved with a roadway surface comparable to current Village Subdivision Code standards for purchase by adjacent property owners in accordance with this Policy, the applicable Western Springs Municipal Code provisions and the Illinois Vacation Statute (65 ILCS 5/11-91-1 et seq.). In considering any vacation petition, the Village Board has the right under the Illinois Vacation statute to deny a petition in its entirety or to grant all, less than all or more than all of the requested relief sought by any petition by vacating right-of-way in proportions that it deems to be in the public interest. The Village Board reserves the right to deviate from this Policy or grant an exception or variation from any provision of this Policy under the appropriate circumstances, provided such deviation, exemption or variation is approved by a three-fourths vote of the corporate authorities.
- B. Except in the case of Planned Developments involving multi-family or single family attached developments (collectively referred to as a "Residential Planned Development") or commercial or mixed use¹ developments or redevelopments, if the vacation of a street or alley right-of-way is deemed by the Village Board to be in the public interest, the Village will require monetary compensation for the vacated right-of-way from the adjacent property owners at a cost per square foot not less than the per square foot dollar amounts set forth in the Cost Table attached to this Policy marked as Exhibit "A," as amended from time to time, and pursuant to the Illinois Vacation Statute (65 ILCS 5/11-91-1 et seq.), as amended. The corporate authorities of the Village will review the per square foot dollar amounts contained in the Cost Table on an annual basis and may adjust the square foot dollar amounts to reflect the current fair market value of the right-of-way properties from time to time. Any amendments or revisions to this Policy, including the Cost Table, shall be approved by the corporate authorities by the passage of a resolution. When any amendment to this Policy is approved by the corporate authorities through the passage of a resolution (e.g., a revised Cost Table with a new price schedule), a person will be allowed to continue with his or her petition under the prior Policy terms and provisions (including the prior purchase price of the right-of-way parcel), provided he or she has submitted to the Village Manager a petition to purchase a right-of-way parcel and has paid to the Village the 10% purchase price deposit and \$2,500.00 deposit required under Section J (1, 2) below prior to the approval of said resolution amending the

¹ A mixed-use development or redevelopment is defined as any development or redevelopment of real estate that incorporates commercial or office uses with residential uses.

Policy. The price of acquiring title to certain dedicated right-of-way properties on and after March 26, 2007 (referred to as the "Revised 2007 Price Schedule") and the addresses and approximate dimensions of said properties are listed in the attached Table (**Exhibit "A"**). The corporate authorities reserve the right to adjust those prices as they deem appropriate.

The corporate authorities of the Village reserve the right to vacate and convey title to the entire dedicated right-of-way, or such lesser portion, lying adjacent to land owned by a property owner (or his/her/its contract purchaser or successor(s) in interest) who has filed a vacation petition requesting title to such right-of-way. In the case of a proposed or an existing Residential Planned Development or a commercial or mixed use development or redevelopment (collectively hereinafter referred to as "Development"), the corporate authorities of the Village reserve the right to set a price for the sale of such right-of-way based on: (1) the fair market value of the property; or (2) on the benefits (as documented in the public record by the Village Board) which will accrue to the Village as a result of the vacation and the incorporation of the vacated right-of-way into the Development. When considering a vacation petition that involves property to be incorporated into such a Development, the corporate authorities of the Village will conduct a public hearing on the vacation petition as required by this Policy, but they reserve the right to deny the vacation petition or to grant only preliminary approval of the vacation petition, subject to final consideration by the corporate authorities when they consider the recommendation of the Plan Commission relative to the Development petition after completion of the Commission's required public hearing process for such a Development. Any denial or preliminary approval by the corporate authorities shall be transmitted to the Plan Commission so that it can review the Development petition based on such information. Unless otherwise noted below, consideration of a vacation petition that involves property to be incorporated into a proposed or an existing Development shall follow this Policy.

- C. The Village Board reserves the right to amend this Policy at any time, including the list of properties and the minimum prices contained in **Exhibit "A."** The Village reserves the right to decline to vacate any Village right-of-way property. The Village Board is under no obligation to vacate any Village right-of-way property at the minimum price set forth in this Policy or at any other price. The corporate authorities shall have no obligation to vacate any Village right-of-way property, unless and until three-fourths of the Trustees holding office affirmatively vote to approve of the required vacation ordinance and all of the other terms, provisions and requirements of this Policy relative to the vacation are satisfied. The corporate authorities of the Village reserve the right to vacate any dedicated Village rights-of-way not listed on **Exhibit "A."** In such cases, the corporate authorities reserve the right to set a price for the sale of such rights-of-way based on the fair market value of the property or the benefits that will accrue to the Village as a result of the vacation.

D. If the Village receives a petition from an adjacent property owner requesting the vacation of the entire right-of-way parcel, or such lesser portion, lying adjacent to his or her property, the Village Board will consider vacating the right-of-way if the vacation is in the public interest. The internal review process for considering such a petition will be as follows: (1) within five (5) business days of receipt by the Village, copies of the petition will be mailed to the adjacent property owners under a cover letter that invites all of the adjacent property owners, including the petitioner, to a meeting with the Community Development Director and Village Engineer to discuss the petition and to determine whether the other adjacent property owners are interested in acquiring any portion of the right-of-way; (2) at the conclusion of his review of the matter, the Community Development Director will send a report to the Properties and Recreation Committee that summarizes the parties' positions and contains staff's recommendation; (3) the Properties and Recreation Committee will meet with the petitioner and the other adjacent property owners to discuss the petition, any responses of the other adjacent property owners to the petition and any alternate petitions filed by other adjacent property owners; (4) after it concludes its review of the matter, the Properties and Recreation Committee will forward a recommendation to the Village Board regarding the petition and any alternate petitions; (5) the Village Board will make a decision regarding whether the petition and any alternate petitions should be pursued; and (6) if the Village Board decides that a petition should be pursued, then the petitioner shall follow the remainder of this Policy, including Subsection J.

As used in this Policy, the term "public interest" includes any factors that support or weigh against the vacation of a right-of-way, including but not limited to: (1) the amount of right-of-way sought to be acquired under the petition(s); (2) the proposed use of the right-of-way parcel after acquisition (e.g., development, reserve as open space, use for driveway access, etc.); (3) the impact that the right-of-way vacation will have on adjacent properties; (4) whether the right-of-way vacation or the proposed use will require a driveway relocation or a utility relocation; and (5) the need to require a sidewalk easement or other utility easement within the right-of-way parcel. As used in this Policy, the term "adjacent property owner" means one whose property is located adjacent to and abuts the longest side line of the right-of-way. It is the intention of this Policy that only the respective property owners owning property adjacent to and abutting the longest side lines of the right-of-way be allowed to purchase right-of-way located immediately adjacent to his or her property. Further, it is the intention of this Policy that a property owner whose property is located only adjacent to and abutting the shortest side line of a right-of-way parcel not be allowed to acquire said right-of-way through the vacation process. For illustrative purposes, a diagram showing four parcels of property (A, B, C and D) and four right-of-way parcels (A1, B1, C1 and D1) is attached to this Policy as Exhibit "B" to highlight the permitted and not permitted acquisitions. Under this Policy, for example, the owner of A is limited to requesting the vacation and purchase of A1 and B1. If the owner of A acquires A1, the Village would not permit said owner (or any

subsequent owner) at a later date to acquire C1 or D1 through the vacation process unless he or she also acquired either C or D. The prohibition of the owner of A1 acquiring title to C1 or D1 is based on the Village's desire to avoid the creation of irregular shaped lots of record, through-driveways and other land uses or configurations that are not consistent with orderly and beneficial growth and development. The only exception to the above limitation that will be considered by the Village Board is in the instance where a person agrees to purchase back-to-back right-of-way parcels for purposes of resubdivision into buildable lots that are generally consistent with the shape of lots in the immediate area and construction of residences on the resubdivided lots. Examples of this exception follow: (1) the owner of A first purchases A1 and B1 and then offers to purchase C1 and D1; or (2) the owner of A offers to purchase A1, B1, C1 and D1. Attached to this Policy as Exhibit "C" is a diagram showing the right-of-way vacations that the Village Board will consider for the unimproved portion of Sunset Terrace.

For purposes of this Policy, the term "adjacent to and abutting" does not include "*de minimus* contact" such as the situation where two or more corners of property meet.

It is also the intention of this Policy that adjacent properties do not become "landlocked" due to the vacation of a right-of-way, unless the landlocking of a particular parcel of property is determined by the Village to be in the public interest. When used in this Policy, the following common meaning of the term "landlocked" shall be applied: "there is no way to get in or out without crossing the land of another."

(1.) Purchase of Less Than One-Half of the Right-of-Way: If the Village receives a petition from a property owner requesting the vacation of less than one-half of a right-of-way, the Village Board will consider the vacation petition and if approved, the petitioner shall pay a prorated share of the cost of the sidewalk installation required below. The purchase price of the remainder of right-of-way shall be based on the then current Pricing Schedule set forth in this Policy in effect at the time of subsequent purchase.

In cases where the property owner purchases less than the entire right-of-way, the Village shall treat the petitioner's adjacent lot of record and the vacated property as an interior lot for zoning regulation purposes.

(2.) Existing Driveways on Rights-of-Way; New Residential Construction or Additions: Sections 8-1-6 and 8-1-7 of the Village Code prohibit the placement of or the encroachment of buildings and structures, such as driveways, onto the Village rights-of-way. Despite this prohibition, it is the intention of the Village to allow residents to maintain their existing driveways on portions of Village rights-of-way covered by this Policy that are currently used for driveway access to existing residences and garages, subject to the

provisions of the Western Springs Municipal Code of 1997, as amended. Where the Village right-of-way is currently improved with a driveway (concrete, asphalt, crushed stone, etc.), a property owner, at his or her expense, may maintain or repair an existing driveway with like kind materials (i.e., replace asphalt with asphalt) or upgraded materials (i.e., replace crushed stone with concrete or asphalt with brick pavers) on said right-of-way, but the owner shall not alter, expand or extend any portion of the driveway on the right-of-way without the approval of the corporate authorities which may be withheld. The intent of the Village Board is to not allow the relocation of a driveway to another location on the public right-of-way because of the prohibitions of Sections 8-1-6 and 8-1-7. Where the Village right-of-way is not currently improved with a driveway, a property owner is prohibited from constructing a driveway on said right-of-way.

In the case where a property owner uses or maintains an existing driveway or a shared driveway located on the Village right-of-way and he or she desires to construct a new residence (e.g., a teardown situation) or an addition to an existing residence that increases the value of the existing residence and real property by more than fifty percent (50%) of the fair market value of the residence and real property, the property owner, at his or her expense, shall have the following options: (a) install a private driveway access at a location on his or her own property and remove the existing driveway located on the Village right-of-way within 30 days of completion of the new driveway; or (b) purchase the entire right-of-way, or such lesser portion, adjacent to his or her property for a driveway access on private property and if the existing driveway is not already located entirely upon the vacated right-of-way and/or private property, rebuild the driveway so that it is entirely on private property or install a new driveway on said property and remove the existing driveway located from the Village right-of-way within 30 days of completion of the new driveway. The property owner shall be responsible for providing to the Village a MAI appraisal to establish that an addition to an existing residence does not increase the value of the existing residence and real property by more than fifty percent (50%) of the fair market value of the residence and real property.

- (3.) Shared Driveways: In the case of an existing shared driveway located on the Village right-of-way, the property owner (or successor owner) who acquires a right-of-way parcel shall relocate the driveway within 2 years of the approval date of the vacation ordinance and shall be responsible for paying the costs of removing the shared driveway located on the public right-of-way and the installation of a replacement driveway for the adjacent property owner who uses the shared driveway, subject to reimbursement as provided for below. It is the intention of the Village Board that the replacement driveway be located on private property. If relocation on private property is not a viable option, as determined by the Village Engineer, then where the remainder of the shared driveway can be expanded in order to continue to provide access on the

dedicated right-of-way, the property owner who eliminates his or her part of the shared driveway and thus creates the need for the expanded driveway shall pay for the expansion of the remainder of the driveway, subject to reimbursement as provided for below. In the petition, the property owner shall certify whether or not he or she intends to relocate his or her driveway access within 2 years of acquiring the vacated right-of-way parcel. The payment obligation and penalties (e.g., payment of all litigation expenses, including consultants' fees, attorneys' fees and costs, etc.) for failure to pay said funds shall be made part of the ordinance approving the vacation.

The Village Engineer, in his sole discretion, shall determine the location of the replacement driveway, the materials and specifications of said driveway and the cost of said driveway. The Village is not liable to any person (i) in the event the estimated driveway replacement cost determined by the Village Engineer is not adequate to cover the full cost of the installation of the replacement driveway, (ii) for the selection or hiring of a driveway installation contractor, or (iii) for the maintenance of the replacement driveway. Also, the Village is not liable for any failure or neglect to collect the money to be used for the estimated driveway replacement cost. If the funds are received by the Village from the property owner for the replacement or expanded driveway, said funds shall be paid to the other property owner only after he or she executes and delivers to the Village a signed release of claims and indemnity form relative to the driveway improvements which shall be prepared by the Village Attorney.

Where the Village, as a condition of approving a vacation petition, requires that an existing shared driveway located on the Village right-of-way be removed in order to allow for the installation of a sidewalk on said right-of-way, the petitioner shall be responsible for paying the cost of the installation of the replacement driveway for the other adjacent property owner who uses the shared driveway, subject to reimbursement below.

If any property owner, who receives a replacement driveway or the benefit of an expanded driveway access (or funds to construct said driveway or improvement), petitions the Village for the vacation of any portion of the right-of-way adjacent to his or her property within 10 years of receipt of said funds, the property owner shall, as a condition of the vacation approval, pay to the Village the value of said improvement, as determined by the Village Engineer, or the actual amount of said funds. The Village will endeavor to reimburse the initial petitioner who paid for said improvement or said funds or, if said person cannot be located, use said funds to maintain or install Public Facilities in the immediate area.

Where an adjacent property owner (or his/her predecessor), who has already purchased some or all of the Village right-of-way but continued to use a shared driveway located on the Village's right-of-way after his/her purchase

of Village right-of-way, has adequate space on his/her private property to construct a new private driveway, as determined by the Village Engineer, then the property owner who applies to purchase some or all of the remaining portion of the Village right-of-way shall not be obligated to pay for a replacement driveway for the adjacent property owner. In this situation, each adjacent property owner shall be responsible for paying for their own private driveway to be located on private property and any shared private driveway shall be removed from any remaining Village right-of-way, if any.

- E. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements (the "Public Facilities") are located within any portion of the right-of-way to be vacated, the Village Board shall reserve on a plat of vacation, as a condition of the vacation, a public utility and/or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of said Public Facilities or the installation of additional Public Facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The plat of vacation and easement dedication shall be in a form approved by the Village Engineer and the Village Attorney. The vacation of a right-of-way by the Village will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities. If relocation of any of the Public Facilities located within the right-of-way to be vacated is required, the property owner acquiring said right-of-way shall be obligated to pay the actual cost of the relocation as a condition of the approval of the vacation. The Village Engineer will provide the property owner with a cost estimate for such work. The Village or its contractors or the private or public utility companies shall perform the relocation work. The property owner shall pay additional monies to the Village if the initial deposit required by this Policy is insufficient to pay for the actual cost of the relocation work. The Village will promptly return to the property owner any surplus of such funds if the relocation work is performed for less than the amount of the deposit.
- F. If Public Facilities do not exist at any location within any portion of a right-of-way to be vacated, the Village Board, in its sole discretion, may reserve, as a condition of the vacation, an easement of sufficient size to accommodate the installation, construction, repair, replacement, and maintenance of Public Facilities. In addition, the Village, in its discretion, may require that the property owner pay for all or one-half of the installation cost of a sidewalk within the retained sidewalk/public utility easement. The Village Engineer will provide the property owner with a cost estimate for such sidewalk installation work that will be performed by a contractor selected by the Village. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. To the extent the Village pays any portion of the sidewalk installation, the Village will recover said costs from the other adjacent property owner at the time that said owner petitions for the vacation of the one-half right-of-way. If one adjacent

property owner pays 100% of the sidewalk installation, the Village will endeavor to recover 50% of said costs from the other adjacent property owner at the time that said owner petitions for the vacation of the other one-half right-of-way parcel. The Village will endeavor to either pay said money to the initial petitioner or use said money to maintain the sidewalk in the future. The plat of vacation and easement dedication shall be in a form approved by the Village Engineer and the Office of the Village Attorney. If such an easement is reserved in a portion of the vacated right-of-way, Public Facilities may be installed by the Village or any utility company in the easement area at any time. Whether such Public Facilities will actually be installed by the Village or any utility company is within the sole discretion of the Village or the utility company.

- G. Prior to the approval of the vacation ordinance and upon request of the Village, the property owner shall deposit with the Village a sufficient amount of money in addition to the initial deposit, as determined by the Village Engineer, to pay for the actual cost of the relocation work for Public Facilities, the installation of a sidewalk and/or a replacement driveway (if necessary) and any consultant fees (Village Engineer, Village Attorney, surveyor, etc.) and costs incurred by the Village in considering and processing of the vacation petition, including without limitation, the preparation of the plat of vacation, the vacation ordinance, the cost of the title commitment/policy, and any filing or recording fees charged by the Cook County Recorder of Deeds or any other governmental agency.
- H. As a condition of the vacation, the property owner shall be required to pay the purchase price and sign the vacation ordinance which will contain an indemnity and hold harmless provision protecting the Village from any liability or damages arising out of or relating to the vacation, use of the vacated right-of-way, any easements or encumbrances affecting title to the vacated right-of-way or the environmental condition of said right-of-way, including the ground water. The vacation ordinance and plat of vacation will be filed with the Cook County Assessor's Office and recorded with the Office of the Cook County Recorder of Deeds.
- I. All vacations will be processed in accordance with the applicable provisions of the Western Springs Municipal Code of 1997, as amended, including Section 10-10-20 (Vacations), this Policy and the Illinois Vacation statute. Approval of a vacation of right-of-way requires the passage of an ordinance by the Village Board by three-fourths vote of the Trustees.
- J. The process for considering a vacation request is as follows:
 - (1.) Filing of a written petition (e.g., letter) seeking acquisition of a right-of-way parcel listed in the Policy and paying an initial \$2,500.00 deposit to the Village to be applied to the costs and fees associated with the consideration of and processing of the vacation petition, including any consultant fees (Village Engineer, Village Attorney, surveyor, etc.) and

costs incurred by the Village, the preparation of the plat of vacation, the vacation ordinance, the cost of the title commitment/policy and any filing or recording fees charged by the Office of the Cook County Recorder of Deeds or any other any governmental agency. The property owner remains obligated to pay the balance of the total actual fees and costs incurred by the Village whether or not the vacation request is approved. If the Village Board denies the vacation request, the balance of any deposit, after the actual incurred costs and fees are satisfied, shall be promptly returned to the property owner. The initial \$2,500.00 deposit (and any additional funds deposited to pay the above fees and costs) is not money paid toward satisfying any portion of the purchase price under Section 2 below.

Because the proposed use of the vacated right-of-way may be impacted by existing easements or other conditions or easements that may be required by the Village Board, as part of the petition, the property owner shall identify his or her intended use of the vacated parcel so that the Village Board can evaluate whether the parcel is suitable for its intended purpose.

- (2.) A deposit of 10% of the purchase price of the right-of-way parcel is required at the time of filing the petition with the balance due as a condition of the approval of the vacation ordinance. If the property owner fails or refuses to pursue the vacation petition after paying the initial 10% deposit or fails or refuses to pay the balance of the purchase price for the vacation of right-of-way or if the Village Board denies the vacation request, all money paid toward the purchase price and any unused portion of the \$2,500.00 initial deposit shall be promptly returned to the property owner, except the Village shall be entitled to withhold an amount of money sufficient to reimburse itself for the actual out-of-pocket fees and costs incurred in reviewing and processing the petition, including all fees and costs set forth in Section J(1) above.
- (3.) Once the petition and deposits are received, the Village Attorney will order a title commitment and the Village Engineer will evaluate the right-of-way parcel relative to the Village's need to retain certain types of easements and the necessity of relocating any Public Facilities, removing a shared driveway or installing a sidewalk or a replacement driveway and the estimated cost of such relocation or installation work. For example, the Village customarily retains public utility easements on all vacated parcels and in certain circumstances may retain sidewalk, street lighting and/or storm sewer easements as well. There also may be other public or private easements or conditions of title that effect the parcel that will be disclosed by the title commitment. If the Village reserves any easements, the vacation ordinance and plat of vacation will specifically identify such easements.

- (4.) The Village Attorney will deliver to the property owner or to his or her attorney copies of the title commitment and the Village Engineer's written recommendation relative to the necessary easements or conditions that the Village will require as part of the vacation, including the estimate of cost for any relocation work relative to Public Facilities or the installation of a sidewalk or a replacement driveway. Then, within 30 days of receipt of said documents, the property owner must advise the Village if he or she desires to acquire the parcel and whether he or she is willing to pay all of the required costs and fees related to the acquisition, subject to the conditions set forth in the title commitment, the Village Engineer's written recommendation, and any other additional conditions that may be required by the Village Board.
- (5.) If the property owner desires to proceed with the vacation petition, upon payment of the initial deposits (including any additional funds required by this Policy), a written notice of the date, time, place and purpose of a public hearing relative to the vacation petition shall be mailed via certified mail, return receipt requested by the Village to the property owner and all taxpayers of record for property located within 250 feet of the right-of-way to be vacated at least 15 days prior to the hearing date. The Village also will post notice of the hearing in accordance with the Open Meetings Act (e.g., a notice of the hearing will be sent to the local news media and posted in the Village Hall).
- (6.) At the public hearing, the property owner will have to provide evidence in support of his or her request that establishes why the vacation is in the public interest. The Village Board will close the public hearing (either on the initial hearing date or a later date if the hearing is continued) and then will vote to: (i) direct the Village Attorney to prepare a vacation ordinance (with or without a reservation of easements or other conditions) and a plat of vacation; or (ii) deny the vacation petition. In the case of a vacation petition that involves property to be incorporated into a proposed or an existing Residential Planned Development, the corporate authorities of the Village will conduct the public hearing on the vacation petition, but they reserve the right to deny the vacation petition or to grant only preliminary approval of the vacation petition, subject to final consideration by the corporate authorities when they consider the recommendation of the Plan Commission relative to the Residential Planned Development petition after completion of the Commission's required public hearing process for such a development. Any denial or preliminary approval by the corporate authorities shall be transmitted to the Plan Commission so that it can review the Residential Planned Development petition based on such information.
- (7.) If the petition is not denied, at a future Village Board meeting, the Village

Board will vote on the vacation ordinance, provided that all monies required under this Policy have been paid and the necessary documents are executed by the property owner. If approved by the required super-majority vote of Trustees, a certified copy of the ordinance and plat of vacation will be filed by the Village with the Cook County Assessor's Office and then recorded with the Office of the Cook County Recorder of Deeds, provided that the property owner pays all monies due the Village under this Policy.

- (8.) The Village will provide the property owner with recorded copies of the vacation ordinance and plat of vacation to complete the transaction.

Rev. 03/26/07

Exhibit "A"

Revised 2007 Price Schedule and
Table of addresses and approximate dimensions of ROW properties
(attached)

Exhibit "B"

Diagram of Parcels of A, B, C and D) and ROW parcels A1, B1, C1 and D1
(attached)

Exhibit "C"

Diagram showing ROW vacations that the Village Board will consider for the unimproved portion of Sunset Terrace

(attached)

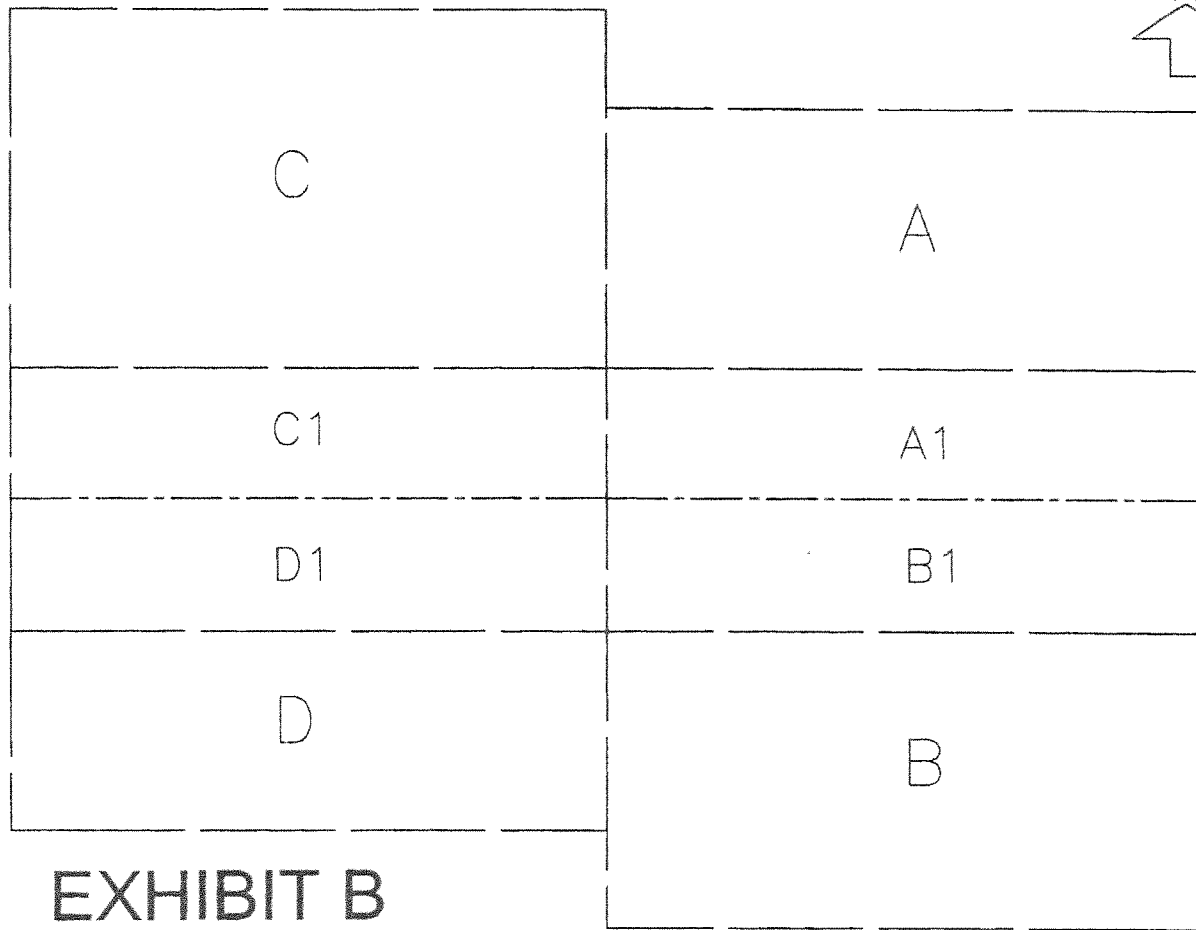


EXHIBIT B

Exhibit "C"

Diagram showing ROW vacations that the Village Board will consider for the
unimproved portion of Sunset Terrace

(attached)

