



AGENDA

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025 at 7:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
Heidi Rudolph , Village President
Amy Avakian, Trustee
Nicole Chen, Trustee
Alan Fink, Trustee
Scott Lewis, Trustee
Phil Nawrocki, Trustee
Karen Martin, Trustee
4. **Public Comment**
5. **Introduction and Swearing in of Fire Lieutenant Matthew Swartz**
6. **Presentation on SEASPAR by Executive Director Matt Corso**
7. **Public Hearing Concerning the Right of Way Sale of 5150 Woodland Ave. and 5200 Woodland Ave.**
 - A. Call to Order
 - B. Roll Call
 - C. Acknowledgment of Publication of a Public Notice in a Local Newspaper (Director Supert)
 - D. Statement from Petitioner John Griffin
 - E. Statement from Petitioner Jason Van Beveren
 - F. Public Comment
 - G. Board of Trustees Questions/Discussion
 - H. Motion to Close Public Hearing
8. **Return to the Agenda for the July 21, 2025 Regular Meeting of the President and Board of Trustees**
9. **Approval of Meeting Minutes**
 - A. Approval of the meeting minutes of the November 6, 2024 Special Joint Workshop of the Economic Development Commission and the President and Board of Trustees. (Omnibus Item)
 - B. Approval of the meeting minutes of the June 16, 2025 Regular Meeting of the President and Board

of Trustees and the June 16, 2025 Special Meeting of the President and Board of Trustees.
(Omnibus Item)

10. Appointments

- A. Appointment of John Dixon to the Liquor Commission for a three-year term. (Omnibus Item)
- B. Reappointment of Pete Kosanovich to the Transportation and Safety Commission for a three-year term. (Omnibus item)

11. General Government Committee Report (Trustee Chen)

12. Finance Committee Report (Trustee Martin)

- A. An Ordinance Implementing a Non-Home Rule Municipal Grocery Retailers' Occupation Tax and a Non-Home Rule Municipal Grocery Service Occupation Tax in the Village of Western Springs (Discussion only)

13. Planning and Zoning Committee Report (Trustee Fink)

- A. PC 2025-02 – R&M General Contractors, LLC – 5129 Wolf Road, Dissolving Conditional Use Permits (Omnibus Item)
- B. PC 2025-02 5129 Wolf Road, R&M General Contractors, LLC, Redevelopment Agreement (Omnibus Item)
- C. PC 2025-02 - 5129 Wolf Road, R&M General Contractors, LLC, A Partial Vacation of Johnson Avenue (Omnibus Item)
- D. PC 2025-02 - 5129 Wolf Road, R&M General Contractors, LLC, Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision (Omnibus Item)

14. Public Works & Water Committee Report (Trustee Lewis)

- A. CBBEL Consulting Engineers - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects (Omnibus Item)
- B. HR Green - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects (Omnibus Item)
- C. Baxter and Woodman - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects (Omnibus Item)
- D. Water System Security Improvements Proposal from Concentric Integration (Discussion only)
- E. Springdale Drainage Improvements Project - Change Order #1 (Discussion only)
- F. Update on Water Treatment Plant Bulk Chemical Storage Tanks (Discussion only)

15. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. Independent Contractor Agreements Renewal (Omnibus Item)

16. Public Health & Safety Committee Report (Trustee Avakian)

- A. Purchase of ZOLL X Series Advanced Monitor/Defibrillators (Omnibus Item)

17. Consideration of and Action on Agenda Items

18. Explanation of Omnibus Voting Procedure

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

19. Consideration of an Omnibus Vote

- A. A motion to approve the meeting minutes of the November 6, 2024 Special Joint Workshop of the Economic Development Commission and the President and Board of Trustees.
- B. A motion to approve the meeting minutes of the June 16, 2025 Regular Meeting of the President and Board of Trustees and the June 16, 2025 Special Meeting of the President and Board of Trustees.
- C. A motion to approve the appointment of John Dixon to the Liquor Commission for a three-year term.
- D. A motion to approve the reappointment of Pete Kosanovich to the Transportation and Safety Commission for a three-year term.
- E. Ordinance No. 25-3273
An Ordinance rescinding and repealing the Village approval of Ordinance No. 95-1939 (granting a conditional use permit for the operation of a Montessori school at the 5129 Wolf Road property within the St. James Evangelical Lutheran Church) and Ordinance No. 16-2833 (granting a conditional use permit for Lot 3 of St. James 2nd addition to Western Springs resubdivision for the continued operation of the St. James Evangelical Lutheran Church and other group assembly uses at 5129 Wolf Road and preliminary and final approval of development plans for on-site improvements to Lots 1, 2, and 3 of said resubdivision for certain parking areas, driveway areas, accessory buildings, landscape buffer areas, fence installation and ingress and egress points at Johnson Avenue) in order to facilitate the demolition of a church building and removal of accessory structures and construction of an extended Johnson Avenue with a new Johnson Avenue cul-de-sac to facilitate a five (5) lot residential subdivision on Lot 3 in St. James 2nd addition to Western Springs subdivision.
- F. Resolution No. 25-2929
A Resolution authorizing the approval and execution of a redevelopment agreement by and between the Village of Western Springs, Illinois and R & M General Contractors, LLC and its Exhibit "A" Consent and Waiver Agreement for the construction of a five-lot single-family residence subdivision and the demolition of a church building and public property removal work, the extension of Johnson Avenue and reconstruction of the Johnson Avenue cul-de-sac, public

sidewalk, and parkway area (5129 South Wolf Road, Western Springs, Illinois).

G. Ordinance No. 25-3274

An Ordinance approving and authorizing the vacation of portions of the Johnson Avenue right-of-way adjacent to the 5120 Johnson Avenue property, the 5121 Johnson Avenue property and the 5129 south Wolf Road property, that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way, located in Western Springs, Illinois and that fee simple title to the portions of vacated Johnson Avenue rights-of-way be conveyed to the property owners of the 5120 Johnson Avenue property, the 5121 Johnson Avenue property and the 5129 south Wolf Road property (property owners adjacent to the proposed vacated portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and Chicago Synod of the Evangelical Lutheran Church in America).

H. Ordinance No. 25-3275

An Ordinance authorizing the approval and execution of a final plat of Johnson Avenue resubdivision for a five-lot single -family residence subdivision at 5129 south Wolf Road, Western Springs, Illinois by applicant / contract purchaser R & M General Contractors, LLC, and the dedication of extended Johnson Avenue and a new Johnson Avenue cul-de-sac.

I. Resolution No. 25-2930

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois for preliminary engineering and project scoping services for the 2025 referendum projects.

J. Resolution No. 25-2931

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and HR Green, Inc. of Chicago, Illinois for preliminary engineering and project scoping services for the 2025 referendum projects.

K. Resolution No. 25-2932

A Resolution approving and authorizing the execution of a Professional Services Agreement between the Village of Western Springs and Baxter and Woodman, Inc. of Mokena, Illinois for preliminary engineering and project scoping services for the 2025 referendum projects.

L. Resolution No. 25-2933

A Resolution waiving the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the execution of a Vendor Contract with Zoll Medical Corporation of Chelmsford, Massachusetts for the purchase of Zoll Series X Advanced monitors and defibrillators in an amount not to exceed \$93,130.68.

M. Resolution No. 25-2934

A Resolution approving and authorizing the execution of Independent Contractor Agreements between the Village of Western Springs and Premier Illinois LLC, Kensington School of Western Springs, Inc., Jo's Footwork Studio, Montessori School of Western Springs, and Western Springs Historical Society.

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

21. New Business

22. Old Business

23. Reports

- A. Monthly Financial Report (Trustee Martin)
Presentation of the June 2025 Financial Report.

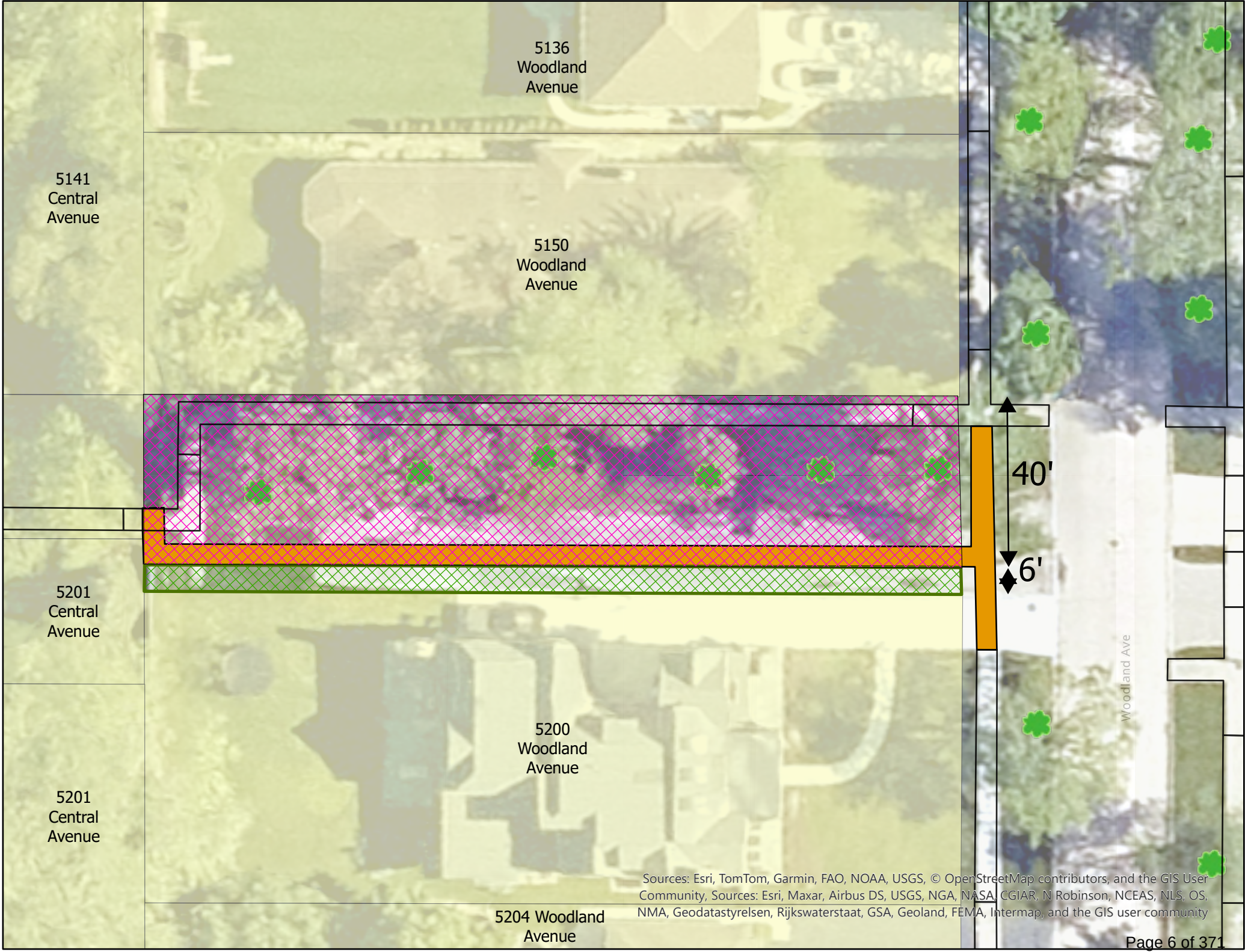
Motion to approve the financial report as presented.
Second to the motion.
Roll call vote.

- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Skrodzki

24. Closed Meeting (if needed)

25. 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.



5136
Woodland
Avenue

5150
Woodland
Avenue

5200
Woodland
Avenue

5204 Woodland
Avenue

5141
Central
Avenue

5201
Central
Avenue

5201
Central
Avenue

40'

6'

Woodland Ave

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



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: June 16, 2025

AGENDA ITEM 12.A.

To: Board of Trustees

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

The Properties and Recreation Committee reviewed this item at their meeting on June 5, 2025 and recommended advancing to the Village Board for review and consideration the sale of 40'x187' of Village right of way located immediately south of 5150 Woodland Avenue to petitioner John Griffin, and the sale of 6'x187' of Village right of way located immediately north of 5200 Woodland Avenue to petitioner Jason Van Beveren.

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 (33) feet.

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 were exhibits of the proposed ROW purchase requests from each petitioner. The requests overlap and therefore both purchases as requested were 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 Avenue.

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.

Summary of Committee Review (See Attached Exhibit)

The Properties & Recreation Committee met on June 5, 2025 and both petitioners were present. The Committee recommended a compromise portioning of the right of way for sale with 40' of the right of way for Mr. Griffin at 5150 Woodland Avenue (Purple Hashed Area) and 6' of right of way for Mr. Van Beveren at 5200 Woodland Avenue (Green Hashed Area). The sidewalk would be relocated to a public utility and sidewalk easement to be located on the southern property line of 5150 Woodland and any necessary improvements required to the crosswalk at Woodland Avenue would be established (Orange).

Prior to Village Board approval of the recommended sale, a public hearing will be scheduled to occur during the July 21, 2025 Village Board Meeting for any final public comment. Consideration of final approval of the sale will take place at the July 21, 2025 meeting.

Financial Impact

None.

Recommended Motion

I move to approve sale of 40'x187' of Village right of way located immediately south of 5150 Woodland Avenue to petitioner John Griffin, and the sale of 6'x187' of Village right of way located immediately north of 5200 Woodland Avenue to petitioner Jason Van Beveren and to instruct the Village Attorney and Village staff to schedule a public hearing to occurring at the July 21, 2025 Board of Trustees Meeting.

Strategic Plan Alignment

None.

File Attachments

1. Proposed Sale Layout

**Special Joint Workshop Meeting of
The President and Board of Trustees
And The Economic Development Commission
Village of Western Springs
Village Hall- Board Room
Wednesday, November 6th, 2024, 7:00 PM**

The President and Village Board of Trustees - Present:

Trustee Avakian
Trustee Fink
Trustee Lewis
Trustee Nawrocki
Trustee Tyrrell
President Rudolph

The Economic Development Commission - Present:

Member Ariens
Member Cozzi
Member Holewczynski
Member Kelly
Chairperson Combs

Village Manager Ellen Baer, Village Attorney Michael T. Jurusik, Community Development Director Heather Valone, Senior Planner Kelsey Fawell, Michael Blue of Teska Associates, Inc., and Andrew Dunham or Teska Associates, Inc. were also in attendance.

Call to Order: Village President Heidi Rudolph and Chairperson Combs called meeting to order at 7:01pm.

Reading of Agenda: The agenda was read and accepted.

Public Comment: There was no public comment.

Discussion: Economic Development Matters.

Community Development Director Heather Valone provided a brief summary on the Village's active project to update its Downtown Market Assessment as well as introduced the consultants working on the project, Teska Associates, Inc. The Village is looking to update its market assessment from 2007.

Trustee Fink arrived at 7:17 pm.

Michael Blue of Teska Associates, Inc. then provided a presentation which discussed what a market assessment is and for what and how the information is used, as well as providing an

overview of the project timeline. Led by Michael Blue, the President, Trustees, and Commissions participated in online survey/polling questions that related to providing feedback on downtown Western Springs.

Trustee Nawrocki left at 8:37 pm.

The President and Village Board of Trustees – Adjournment: President Rudolph asked for a motion to adjourn the meeting. Trustee Avakian made a motion and Trustee Tyrrell seconded the motion. A voice vote was taken with President Rudolph and the Board of Trustees voting aye.

The Economic Development Commission – Adjournment: Chairperson Combs asked for a motion to adjourn the meeting. Chairperson Combs made a motion and Member Kelly seconded the motion. A voice vote was taken with all Economic Development Commissioners voting aye.

The meeting was adjourned at 8:58 p.m.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, June 16, 2025

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

Board Members Present:

Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Karen Martin
Philip Nawrocki

Board Members Absent:

None

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
Daisy Chavez, Asst. to the Village Manager
John Mastandona, Director of Finance
Matthew Supert, Director of Municipal Services
Brian Scott, Director of Fire and EMS
Heather Valone, Director of Community Development
Inga Cebelis, Staff Engineer
Jill Izzo, Deputy Village Clerk

Electronic Attendance:

None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

None.

APPOINTMENTS

President Rudolph stated that Jordan Myers will be appointed to the Economic Development Commission for a three-year term.

COMMITTEE ASSIGNMENTS

President Rudolph announced the new Village committee assignments.

APPROVAL OF MEETING MINUTES

President Rudolph asked the Board if there were any changes or additions of the meeting minutes from May 12, 2025 and May 19, 2025 Board of Trustees meetings. There were none and President Rudolph stated the minutes will be on tonight's Omnibus for approval.

GENERAL GOVERNMENT COMMITTEE REPORT

Trustee Chen reported that the General Government Committee reviewed and recommended requests from St. John of the Cross for a raffle license, special events liquor license and temporary use permit for their annual Family Fest being held on August 25, 2025.

Trustee Chen further reported that the General Government Committee reviewed and recommended the Western Springs Park District and Western Springs Business Association Requests for special events liquor license and temporary use permit for Harvest Fest taking place on September 5 and 6, 2025. Harvest Fest will have live music, food trucks and fireworks. President Rudolph inquired as to who the liquor license applicant was, and Director Valone indicated that the Western Springs Park District is the holder of the liquor license both from the Village and State of Illinois for the event.

Trustee Chen reported that the General Government Committee reviewed and recommended the Illinois Department of Transportation (IDOT) Intergovernmental Agreement (IGA). Trustee Chen reported that this IGA allows the Village to maintain 47th Street within its boundaries for a 10-year period which includes snow removal and pothole

repair. Trustee Chen indicated that the Village has entered into two previous agreements with IDOT and receives an annual payment from IDOT for this maintenance. Trustee Chen stated that this latest agreement includes a 1.6% increase in the payment from the previous years.

Trustee Chen read in full the June 2025 PRIDE Month Proclamation and the Juneteenth Proclamation.

FINANCE COMMITTEE REPORT

Trustee Martin reported that the Finance Committee met and discussed current and potential revenues issues with the Village in preparation for the Strategic Planning Workshop.

PLANNING AND ZONING COMMITTEE REPORT

Trustee Fink reported that the Planning and Zoning Committee reviewed and recommended the Heritage Crossing Development agreement with V3 Companies, Ltd. for public improvements inspection and permit plan review services.

Trustee Fink reported that the Planning and Zoning Committee reviewed and recommended Timber Trails Subdivision Supplemental Letter Agreement for the sale and development of 11 finished Lots to McNaughton Development.

PUBLIC WORKS & WATER COMMITTEE REPORT

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended updates to Title 8 of the Village of Western Springs Municipal Code to add newly developed construction standard details to work in the Village right of way. The details were developed by Engineering Services in conjunction with other Village departments.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a deductive Change Order #1 for Burlington Avenue Water Main and Streetscape project resulting in savings in the amount of \$384,161.41. Trustee Fink reported that the savings were primarily the result of value engineering of the electrical system and lower than anticipated costs for labor and materials.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended the Phase I & II Engineering Proposal from Baxter & Woodman for Spring Rock Park Combined Sewer Lining. Trustee Lewis reported that the sewer is about 100

years old and serves a large part of the Village and is also part of the Village's capital improvement plan and will utilize a portion of the referendum dollars.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended Amendment No. 1 to the Professional Services Agreement for Phase III of the Lead Service Line Replacement Project to include the IEPA's requested language regarding documentation and record retention.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended Preliminary Engineering and Project Scoping Services Proposal from V3 Companies for 2025 Referendum Projects.

Trustee Lewis reported that the Public Works and Water Committee reviewed and recommended a contract with Custom Filtration Solutions LLC to purchase 1,080 membrane filters. Custom Filtration Solutions filters outperformed competitors in a 4-month efficiency test performed by the Village.

PROPERTIES & RECREATION COMMITTEE REPORT

Trustee Nawrocki reported that the Properties and Recreation Committee reviewed and recommended a compromise of the right of way sale requests by owners of 5150 Woodland Avenue and 5200 Woodland Avenue. Trustee indicated that a public hearing will occur on July 21, 2025 with a vote by the Board of Trustees to consider approval of the sale to occur after the public hearing.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT

Trustee Avakian reported that the Public Health and Safety Committee reviewed and recommended a vendor agreement and services contract with TimeClock Plus, LLC which is a specialized cloud-based scheduling system designed for public safety agencies.

Trustee Avakian reported that the Public Health and Safety Committee reviewed and recommended a Memorandum of Agreement with Cook County Department of Emergency Management and Regional Security Authorizing the use of Everbridge, Inc. provider of the AlertCook notification system. Trustee Avakian reported that this is no cost to the Village.

Trustee Avakian introduced Chief Scott who gave a summary of the Department of Fire & EMS 2024 Annual Report.

Trustee Avakian reported that the Public Health and Safety Committee reviewed and recommended a License Plate Reader License Agreement with Western Springs Park District to allow the Village to place license plate reader equipment on Park District property.

EXPLANATION OF OMNIBUS VOTING PROCEDURE

President Rudolph stated the Illinois State Statutes allow a municipality to collectively vote on a group of ordinances, resolutions, and other motions, such as awards of contract, appointments, etc. This is known as an omnibus vote. All the items contained on the omnibus vote list have been previously discussed by the President and Board of Trustees on at least one occasion, and often on several occasions. By placing them on the omnibus vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote. There were no changes to the Omnibus vote list.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for June 16, 2025, be adopted and/or approved under an omnibus vote. Trustee Chen read the omnibus in its entirety and motioned it be approved. Trustee Nawrocki seconded the motion. The motion passed on a roll call vote.

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

Voting Nay: None

NEW BUSINESS

Manager Baer reported that minor amendments were proposed to Village Code section, Title 1 (Administration) Chapter 5 (Board of Trustees) Section 1-5-7 Committees of the Western Springs Municipal Code Relative to the Designation of Standing Committees. These changes clarify the responsibilities of several committees and make minor typographical improvements.

Trustee Chen made a motion to approve the ordinance, seconded by Trustee Nawrocki. Motion passed on a roll call vote.

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

Voting Nay: None.

OLD BUSINESS

There was none.

REPORTS

Monthly Financial Report (Trustee Martin)

Trustee Martin introduced Director Mastandona to give a brief summary of the April and May 2025 monthly financial report. Trustee Martin motioned the financial reports be approved as presented, seconded by Trustee Lewis.

Motion passed on a roll call vote.

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

Voting Nay: None.

Village President Rudolph

No report.

Village Manager Baer

Manager Baer reminded residents that the Safe Route to School survey is still open and there is time to provide responses.

Village Attorney Jurusik

No report.

ADJOUR TO CLOSED MEETING

Trustee Chen made a motion to adjourn to closed meeting for the purpose and discussion of the appointment, employment, compensation, discipline, performance, or dismissal of a specific employee of the public body or legal counsel (5 ILCS 120/2(c)(1)), seconded by Trustee Nawrocki, Motion passed on a roll call vote.

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

Voting Nay: None.

The regular meeting of the President and Board of Trustees was adjourned to closed meeting at 8:00 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES SPECIAL WORKSHOP MEETING
Monday, June 16, 2025

President Heidi Rudolph, Presiding

Call to Order, 8:46 p.m.

Jill Izzo, Deputy Village Clerk

Board Members Present:

Amy Avakian

Nicole Chen

Alan Fink

Scott Lewis

Karen Martin

Philip Nawrocki

Board Members Absent:

None

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

Daisy Chavez, Asst. to the Village Manager

John Mastandona, Director of Finance

Jill Izzo, Deputy Village Clerk

Electronic Attendance:

None.

ROLL CALL

Roll call as noted above.

PUBLIC COMMENTS

None.

STRATEGIC PLAN DISCUSSION

A discussion was held regarding the Village's financial sustainability including long-term financial opportunities and strategies.

ADJOURMENT

Trustee Lewis made a motion to adjourn the Special Workshop Meeting, seconded by Trustee Chen.

Motion passed on a voice vote.

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

Voting Nay: None.

The Special Workshop meeting of the President and Board of Trustees was adjourned at 9:49 p.m.

Respectfully submitted,

Jill Izzo

Deputy Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 12.A.

To: Board of Trustees

From: John Mastandona, Director of Finance

CC: Ellen Baer, Village Manager

RE: An Ordinance Implementing a Non-Home Rule Municipal Grocery Retailers' Occupation Tax and a Non-Home Rule Municipal Grocery Service Occupation Tax in the Village of Western Springs (Discussion only)

Recommendation

The Finance Committee reviewed this item at their meeting on July 15, 2025 and recommended the approval of an ordinance implementing a non-home rule municipal grocery retailers' occupation tax and a non-home rule municipal grocery service occupation tax in the Village of Western Springs.

Summary

Certain food products sold in grocery and other food stores (which are generally foods meant to be prepared and consumed at home), as well as qualifying drugs and medical appliances, are subject to a 1% State tax. Municipalities currently receive the full 1% tax on these sales. Public Act 103-0781 repeals the statewide tax on groceries, which was collected by the State and given directly to the local municipality where the sale occurred and transfers the authority to impose a grocery tax to municipalities. The Village has authority to maintain the 1% grocery sales tax by enacting a local ordinance. The statewide grocery sales tax expires on **January 1, 2026**.

This revenue is an important source of funding in the Village budget. Maintaining sales tax revenues from this category is recommended. It represents approximately \$500,000 which is 31% of the Village's Sales Tax collections and about 4% of total revenues within the General Fund. The impact of maintaining this important revenue on future years is even greater, as the Village has seen revenues from sales tax collections increase year-to-year across all categories.

For the collection of the locally imposed 1% sales tax on groceries to be in effect by the January 1, 2026 expiration, a certified copy of the ordinance must be submitted to the Illinois Department of Revenue (IDOR) by **October 1, 2025**. There is currently no additional administrative fee imposed by the state for facilitating collections.

<u>Deadline to File Ord with IDOR</u>	<u>Collections to Begin</u>
October 1, 2025	January 1, 2026

April 1, 2026	July 1, 2026
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Financial Impact

Revenues within the General Fund are utilized for daily operations of the Village.

Recommended Motion

I move to approve an ordinance establishing a non-home rule municipal grocery retailers' occupation tax and a non-home rule municipal grocery service occupation tax in the Village of Western Springs.

Strategic Plan Alignment

Financial Growth

File Attachments

1. Grocery Tax One-Pager
2. Ordinance No. 25-_____ re Adoption of WS Non-Home Rule Municipal Grocery Retailers Occupation Tax and Municipal Grocery Service T

Grocery Tax

Frequently Asked Questions (FAQs)

➤ WHAT IS THE GROCERY TAX?

In 1990, the State of Illinois introduced a standardized 1% tax on groceries as part of a statewide tax reform effort. Although the revenue was collected by the state, it was distributed to local governments, establishing a consistent and reliable funding source to support municipal operations and provide essential services.

➤ IS THIS A NEW TAX?

No, this tax has been in place for decades. The state is shifting the implementation of this revenue to municipalities, giving communities the ability to sustain this stable, long-term funding source for local programs and projects.

➤ WHY IS THIS REVENUE NOW A LOCAL DECISION?

Effective January 1, 2026, Illinois will no longer collect this revenue that has long provided essential funding to local governments under Public Act 103-0781. Now, municipalities face a critical decision: take action by October 1 to continue this vital funding source or risk losing it permanently. Municipalities must evaluate their community's specific needs and budget priorities to determine the best course forward.

➤ WHY CONTINUE THE GROCERY TAX?

The grocery tax is collected from everyone who shops in the community, including non-residents. This broader reach helps share the cost of funding local services, reducing pressure on revenues such as property taxes generated by residents alone. By investing local tax dollars back into the community, this revenue supports the day-to-day services residents rely on and allows local governments to meet community needs and plan for the future effectively.

Without this essential revenue, local officials would face difficult decisions, including seeking alternative funding sources or potentially reducing services. Choosing to continue this revenue is choosing stability—ensuring continued funding for the projects and services that communities depend on.



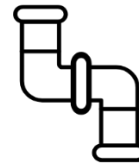
Public Safety



Snow Removal



Road Maintenance



Public Works



Parks & Recreation



Community Programs



Emergency Services



Code Enforcement



Environmental Services

➤ ARE OTHER MUNICIPALITIES CONSIDERING CONTINUING THE GROCERY TAX?

Yes. As of June 17, 2025, **225 municipalities** across Illinois have passed ordinances to continue the grocery tax locally, according to the Illinois Municipal League (IML).



Draft 7.8.2025

ORDINANCE NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: August 18, 2025.

OTHER: Published in pamphlet form.

**AN ORDINANCE IMPLEMENTING A NON-HOME
RULE MUNICIPAL GROCERY RETAILERS'
OCCUPATION TAX AND A NON-HOME RULE
MUNICIPAL GROCERY SERVICE OCCUPATION
TAX IN THE VILLAGE OF WESTERN SPRINGS**

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

WHEREAS, the Village of Western Springs ("Village") is a duly organized and validly existing municipal corporation created under the provisions of the laws of the State of Illinois, and is a non-home-rule municipality as described in Section 7 (Counties And Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt; and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Retailers' Occupation Tax"); and

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" in accordance with Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue ("IDOR"); and

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the IDOR; and

WHEREAS, at a public meeting held on July 15, 2025, the Village Finance Committee ("Committee") reviewed and discussed the proposed Municipal Grocery Retailers' Occupation Tax and

Municipal Grocery Service Occupation Tax, received input from the Village staff and provided an opportunity for public input on the matter. At its July 15, 2025 meeting, the Committee recommended the approval and adoption of the proposed Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax; and

WHEREAS, at open public meetings conducted on July 21, 2025 and August 18, 2025, the President and Board of Trustees of the Village reviewed and discussed the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the proposed Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax. At the August 18, 2025 public meeting, the President and Board of Trustees of the Village accepted the Committee's recommendation to approve an Ordinance that adopts and implements the Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs find that it is appropriate, necessary, and protective of the health, welfare and safety of and in the best interests of the Village, its officials, employees, residents, property owners and the public to levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and

WHEREAS, the President and Board of Trustees of the Village of Western Springs believe that it is appropriate, necessary, and protective of the health, welfare and safety of and in the best interests of the Village, its officials, employees, residents, property owners and the public to levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

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

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

SECTION 2. Imposition of Non-Home Rule Municipal Retailers' Occupation Tax. A Non-Home Rule Municipal Retailers' Occupation Tax is imposed upon all persons engaged in the business of selling groceries at retail in the Village of Western Springs at the rate of 1.00% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this Non-Home Rule Municipal Retailers' Occupation Tax is authorized by and enacted in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3. Imposition of Non-Home Rule Municipal Service Occupation Tax. A Non-Home Rule Municipal Service Occupation Tax is imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this Non-Home Rule Municipal Service Occupation Tax shall be the same rate identified in Section 2 above. The imposition of this Non-Home Rule Municipal Service Occupation Tax is authorized by and enacted in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 4. Illinois Department of Revenue to Administer Both Taxes. The taxes imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5. Filing of Ordinance with the Illinois Department of Revenue. Upon approval of this Ordinance by the corporate authorities of the Village, as required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Village President, the Village Manager or the Village Clerk, or their designees, are directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

SECTION 6. Repeal of Conflicting Legislation; Severability. All ordinances, resolutions, policies or parts thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7. Effective Date. This Ordinance and the taxes imposed by this Ordinance shall take effect on the earlier of: (1) January 1, 2026, provided that a certified copy of this Ordinance has been filed with the Illinois Department of Revenue on or before October 1, 2025; or (2) July 1, 2026, provided that a certified copy of this Ordinance has been filed with the Illinois Department of Revenue on or before April 1, 2026.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois at a Regular Meeting thereof, held on the 18th day of August, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

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

Edward Tymick, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

**AN ORDINANCE IMPLEMENTING
A NON-HOME RULE MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX
AND A NON-HOME RULE MUNICIPAL GROCERY SERVICE OCCUPATION TAX
IN THE VILLAGE OF WESTERN SPRINGS**

which Ordinance was passed by a roll call vote the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting held on the 18th day of August, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 18th day of August, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

[SEAL]



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 13.A.

To: Board of Trustees

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

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Jeff Koza, Director of Engineering Services, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

RE: PC 2025-02 – R&M General Contractors, LLC – 5129 Wolf Road, Dissolving Conditional Use Permits (Omnibus Item)

Recommendation

The Plan Commission reviewed this item at their meeting on April 16, 2025, and recommended the approval of the vacation and resubdivision with conditions. The Planning and Zoning Committee reviewed this item at their meeting on April 24, 2025, and recommended the approval of the vacation and resubdivision with conditions.

Summary

Request

R & M General Contractors, LLC (the “Applicant”) submitted an application requesting the vacation of the cul-de-sac at the end of the 5100 block of Johnson Avenue, a plat of resubdivision to create five new single family lots, and re-establish the cul-de-sac and right-of-way (“ROW”) south of the existing cul-de-sac. The Applicant is also seeking to dissolve the existing conditional uses on the 5129 Wolf Road property. The Applicant was the contract purchaser of the property at 5129 Wolf Road, also known as the St. James Lutheran Church property (the “Subject Property”) (Figure 1). The Applicant purchased the property from the church on July 7, 2025, by special warranty deed. They purchased the property through another entity called St. James Court, LLC. R & M General Contractors, LLC will remain the developer and St. James Court, LLC will hold ownership of the property until each lot is sold to the individual end user.

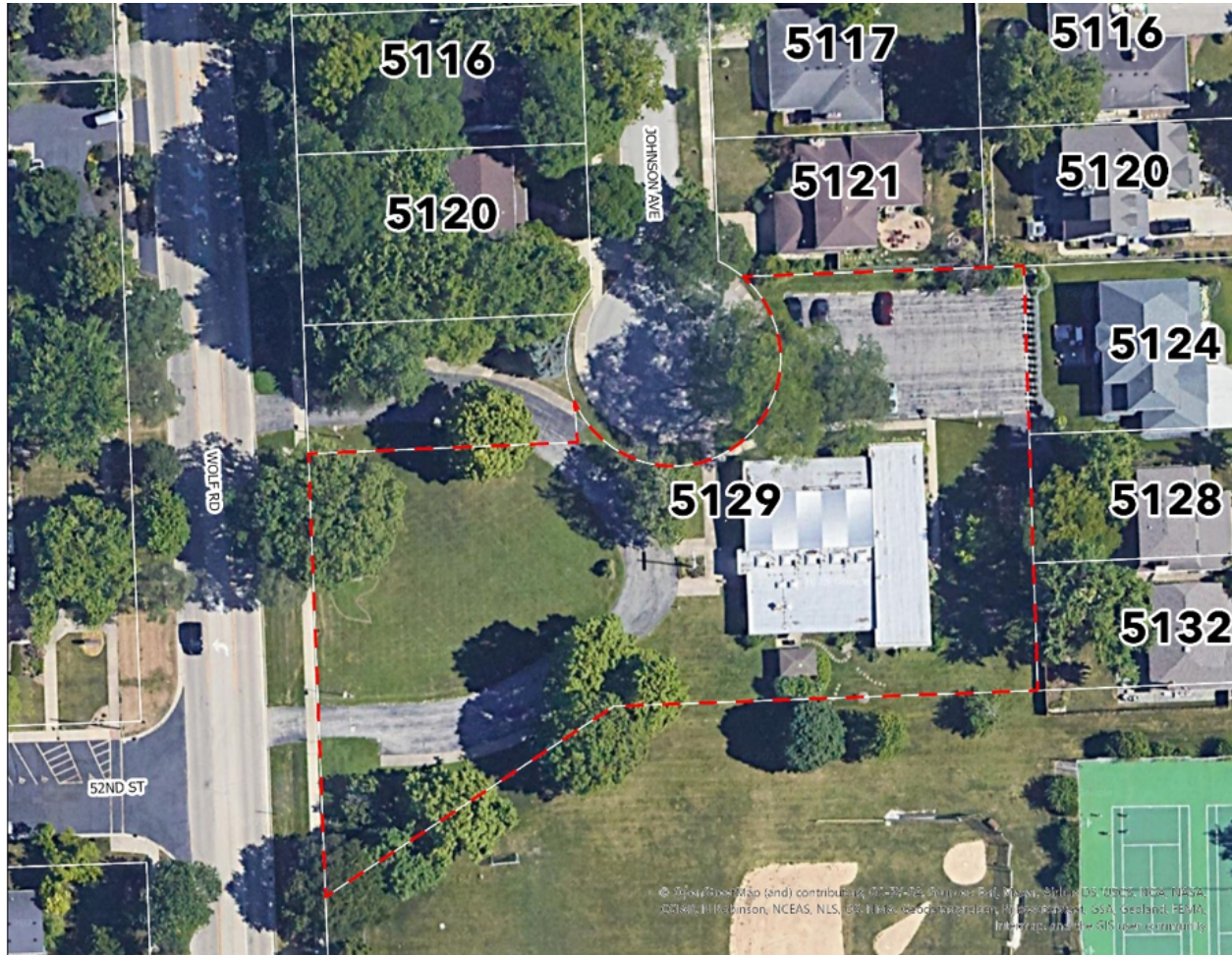


Figure 1 The dashed red line indicates the boundaries of the 5129 Wolf Road property.

The Applicant is joined in the application by two (2) neighboring property owners: Andrew Schreiber, owner of 5120 Johnson Avenue, and Randy Porzel, owner of 5121 Johnson Avenue, adjacent to the cul-de-sac. The application requests that the existing cul-de-sac be vacated and portions of the rounded portion of the cul-de-sac area be vacated and combined with the existing properties at 5120 Johnson Avenue, 5121 Johnson Avenue, and one of the proposed lots (Figure 2). The Applicant is also requesting that the fee for the vacation of the cul-de-sac be waived.

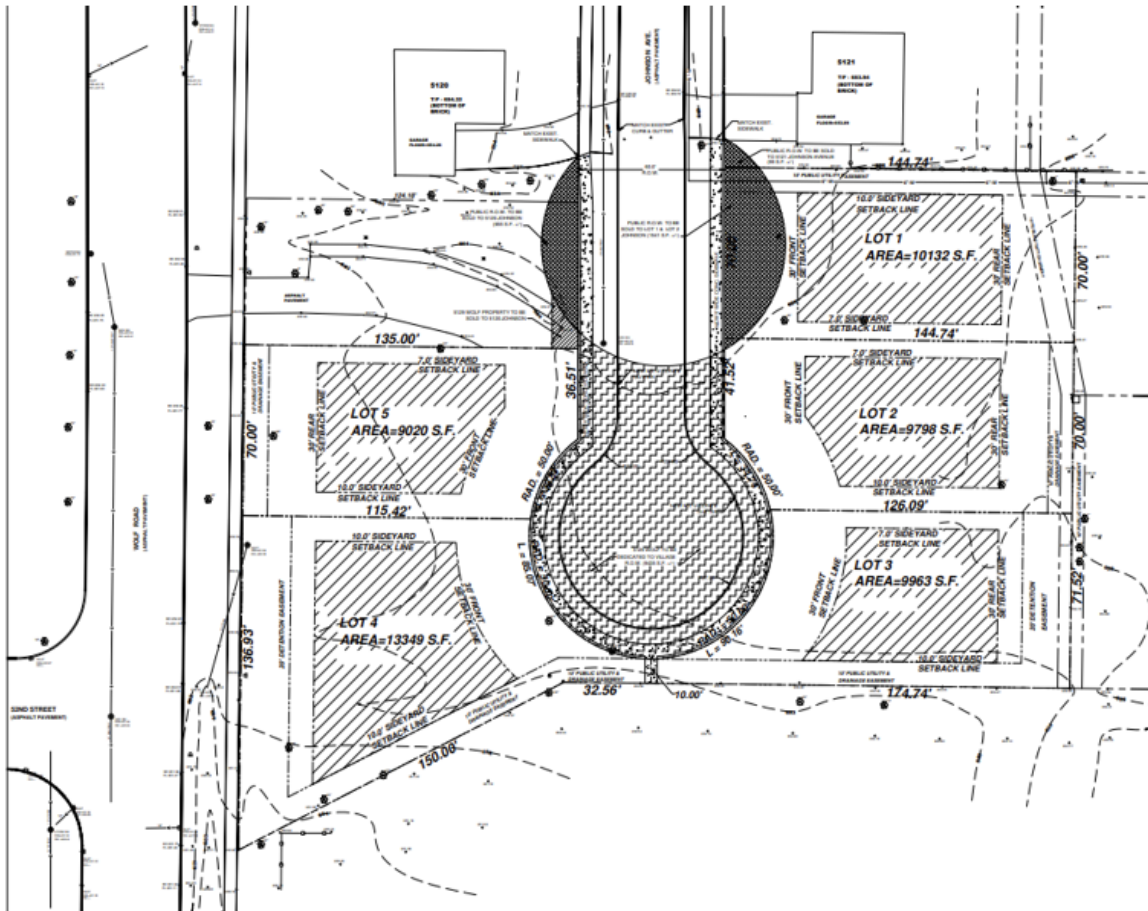


Figure 2 Depicts the location of the existing cul-de-sac and the proposed related cul-de-sac. The dark gray areas show the area to be vacated.

The Applicant is proposing to re-establish the cul-de-sac roughly 120 ft. south, extending Johnson Avenue. The re-established street, parkway, and sidewalks would be re-dedicated to the Village. The Applicant is also proposing a paved pathway connecting the sidewalk to Springdale Park at the end of the cul-de-sac. The sidewalk segment is five feet wide and 10 ft. long. The Applicant is not seeking any zoning change or relief.

Background

The Subject Property has been used for religious purposes since 1957. In 1995, the Subject Property was issued a conditional use permit to allow the property to also be used as a Montessori school. In 2016, the Subject Property was approved for a resubdivision to create three (3) lots and allow for reconfiguration of the parking areas. Two (2) of the three (3) lots were intended to be sold for development of single family houses. The conditional use permit for the Montessori school was also dissolved for the two (2) lots proposed for single-family residential development. The lot that fronted on Caroline Avenue was sold and was developed as a single family house. The property that fronted on both Johnson Avenue and Wolf Road was sold to Mr. Schreiber of 5120 Johnson Avenue. The property has remained unchanged with a portion of the church's circle drive connecting to Wolf Road. The conditional use for the

Montessori school remains on the last church lot. The Montessori school no longer operates at the Subject Property. The Subject Property is zoned R-2 Single Family Residence. Attachment 1 contains the Item Summary from the Plan Commission meeting.

On April 16, 2025, the Plan Commission reviewed the application and heard public comments related to the application. Three residents provided comment on the application. The comments related to parking for Springdale Park, drainage, and proposed utilities. After hearing public comment and a presentation from the Applicant, the Plan Commission recommended approval of the application conditions related to the plat of vacation, plat of resubdivision and engineering plans. The Plan Commission's recommendation is included in Attachment 2. The Planning and Zoning Committee reviewed the application at their meeting on April 24, 2025, and recommended approval and advancement to the Village Board for review and discussion. The Applicant indicated that they had no objections to the conditions from the Plan Commission and the Planning and Zoning Committee and will comply with all conditions.

On May 19, 2025, Village staff provided an update on the status of the application, as the Applicant was still revising the plans and plats to comply with the recommended conditions. During this time, the Applicant purchased the property from St. James Lutheran Church on July 7, 2025. The Applicant purchased the property under the business name of St. James Court, LLC. However R& M General Contractors will be their developer.

On June 3 and July 11, 2025, the Applicant submitted revised plans and plats to address the conditions recommended by the Plan Commission and Planning and Zoning Committee. Village staff and the Village Attorney have reviewed the revised plans and plats for compliance with the recommended conditions. Attachments 3-6 contain the ordinances and resolution. These ordinances and resolutions are included in the omnibus portion of the meeting's agenda.

Attachment

1. Plan Commission Item Summary - Item Summary dated 4/16/2025 Re: PC-2025-02 – R&M General Contractors, 5129 Wolf Road - Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision (*attachments omitted but available on the Village website or request*)
2. Plan Commission Recommendation No. 25-02 -Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision (*attachments omitted but available on the Village website or request*)
3. Ordinance - An Ordinance Rescinding And Repealing The Village Approval Of Ordinance No. 95-1939 (Granting A Conditional Use Permit For The Operation Of A Montessori School At The 5129 Wolf Road Property Within The St. James Evangelical Lutheran Church) And Ordinance No. 16-2833 (Granting A Conditional Use Permit For Lot 3 Of St. James 2nd Addition To Western Springs Resubdivision For The Continued Operation Of The St. James Evangelical Lutheran Church And Other Group Assembly Uses At 5129 Wolf Road And Preliminary And Final Approval

Of Development Plans For On-Site Improvements To Lots 1, 2, And 3 Of Said Resubdivision For Certain Parking Areas, Driveway Areas, Accessory Buildings, Landscape Buffer Areas, Fence Installation And Ingress And Egress Points At Johnson Avenue) In Order To Facilitate The Demolition Of A Church Building And Removal Of Accessory Structures And The Construction Of An Extended Johnson Avenue With A New Johnson Avenue Cul-De-Sac To Support A Five (5) Lot Residential Subdivision On Lot 3 In St. James 2nd Addition To Western Springs Subdivision.

4. Resolution - A Resolution Authorizing The Approval And Execution Of A Redevelopment Agreement By And Between The Village Of Western Springs, Illinois And R & M General Contractors, LLC And Its Exhibit "A" - Consent And Waiver Agreement For The Construction Of A Five-Lot Single-Family Residence Subdivision And The Demolition Of A Church Building And Public Property Removal Work, The Extension Of Johnson Avenue And Reconstruction Of The Johnson Avenue Cul-De-Sac, Public Sidewalk, And Parkway Area (5129 South Wolf Road, Western Springs, Illinois).

5. Ordinance - An Ordinance Approving And Authorizing The Vacation Of Portions Of The Johnson Avenue Right-Of-Way Adjacent To The 5120 South Johnson Avenue Property, The 5121 South Johnson Avenue Property And The 5129 South Wolf Road Property, That Are Outside Of The 66.00 Foot Wide Center Portion Of The Johnson Avenue Right-Of-Way, Located In Western Springs, Illinois, And That Fee Simple Title To The Portions Of Vacated Johnson Avenue Rights-Of-Way Be Conveyed To The Property Owners Of The 5120 South Johnson Avenue Property, The 5121 South Johnson Avenue Property And The 5129 South Wolf Road Property (Property Owners Adjacent To The Proposed Vacated Portions Of Johnson Avenue: Andrew Schreiber, Randy Porzel, And St. James Court, LLC).

6. Ordinance - An Ordinance Authorizing The Approval And Execution Of A Final Plat Of Johnson Avenue Resubdivision For A Five-Lot Single-Family Residence Subdivision At 5129 South Wolf Road, Western Springs, Illinois By Applicant / Developer R & M General Contractors, LLC, And The Dedication Of Extended Johnson Avenue And A New Johnson Avenue Cul-De-Sac.

Financial Impact

None.

Recommended Motion

I move to recommend the approval of R&M General Contractors, LLC's application for the dissolution of the conditional user permits, the partial vacation of Johnson Avenue and the resubdivision with conditions.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Plan Commission Item Summary

2. Plan Commission Recommendation No. 25-02
3. Ordinance



AGENDA ITEM SUMMARY

PLAN COMMISSION

Plan Commission: April 16, 2025

AGENDA ITEM D.2.

To: Planning and Zoning Committee

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

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Michael Jurusik, Jeff Koza, Village Engineer, Village Attorney, Anne Skrodzki, Village Attorney

RE: PC-2025-02 – R&M General Contractors, 5129 Wolf Road - Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision

Summary

R & M General Contractors, LLC (the “Applicant”) submitted an application requesting the vacation of the cul-de-sac at the end of the 5100 block of Johnson Avenue, a plat of resubdivision to create five new single family lots, and re-establish the cul-de-sac and right-of-way (“ROW”) south of the existing cul-de-sac. The Applicant is also seeking that the existing conditional use on the 5129 Wolf Road property be dissolved. The Applicant is the contract purchaser of the property at 5129 Wolf Road also known as the St. James Lutheran Church property (the “Subject Property”) (Figure 1).

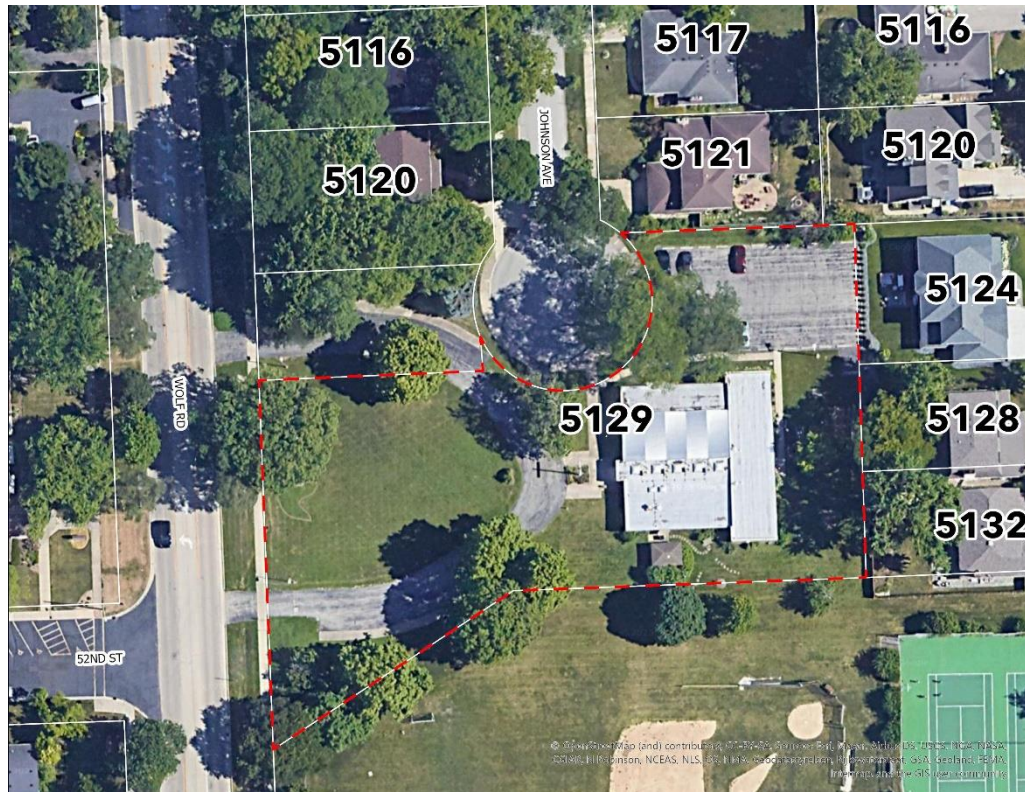


Figure 1 The dashed red line indicates the boundaries of the 5129 Wolf Road property.

The Applicant is joined in the application by two neighboring property owners, Andrew Schreiber, owner of 5120 Johnson Avenue, and Randy Porzel, owner of 5121 Johnson Avenue, adjacent to the cul-de-sac. The application requests that the existing cul-de-sac be vacated and portions of the rounded portion of the cul-de-sac area be vacated and combined with the existing properties 5120 Johnson Avenue, 5121 Johnson Avenue, and one of the proposed lots (Figure 2). The Applicant is asking that the fee for the vacation of the cul-de-sac be waived.

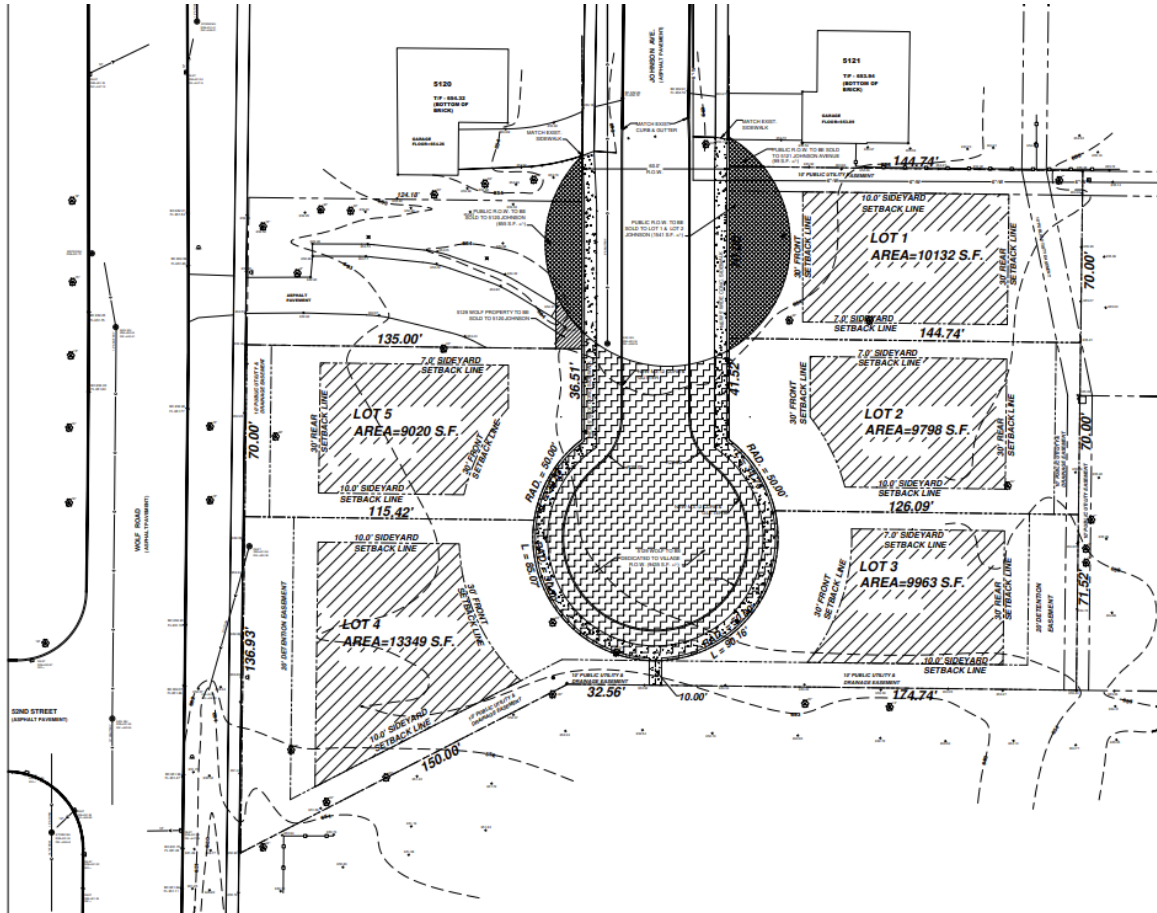


Figure 2 Depicts the location of the existing cul-de-sac and the proposed related cul-de-sac. The dark gray areas show the area to be vacated.

The Applicant is proposing to re-establish the cul-de-sac roughly 120 ft. south extending Johnson Avenue. The re-established street, parkway, and sidewalks would be re-dedicated to the Village. The applicant is also proposing a paved pathway connecting the sidewalk to Springdale Park at the end of the cul-de-sac. The sidewalk segment is five feet wide and 10 ft. long. The Applicant is not seeking any zoning change or relief.

Background

The Subject Property has been used for religious purposes since 1957. In 1995, the Subject Property was issued a conditional use permit to allow the property to also be used as a

Montessori school. In 2016 the Subject property was approved for a resubdivision to create three lots and allow for reconfiguration of the parking areas. Two of the three lots were intended to be sold for development of single family houses. The conditional use permit for the Montessori school was also dissolved for the two lots proposed for single family residential development. The lot that fronted on Caroline Avenue was sold and was developed as a single family house. The property that fronted on both Johnson Avenue and Wolf Road was sold to Mr. Schreiber of 5120 Johnson Avenue. The property has remained unchanged with a portion of the church's circle drive connecting to Wolf Road. The conditional use for the Montessori school remains on the last church lot. The Montessori school no longer operates at the Subject Property. The Subject Property is zoned R-2 Single Family Residence.

Plat of Vacation

The Applicant is proposing the existing single family houses addressed 5120 and 5121 obtain the portions of Johnson Avenue cul-de-sac directly abutting their properties converting them from irregular shaped lots to traditional rectangular lots. Staff is recommending that these two lots be required to submit plats of consolidation to permanently incorporate the vacated portions of land into the lots. These plats can be administratively approved by the Director of Community Development.

A portion of the curved street area would also be consolidated into one of the five proposed lots. This consolidation is included in the plat of resubdivision included in the application package (Attachment 1). Staff is recommending that the plat of vacation be updated to list that the areas being dedicated to the Village are for roadway and ROW purposes. The plat of vacation must also be updated with the correct Village Board signature blocks for the Village President and the Village Clerk. The total area being vacated should also be updated to include both areas being vacated.

The Applicant is requesting that the fee for the vacation of the cul-de-sac be waived. The Village's ROW disposal policy requires a price per square foot of land area to be paid for vacated ROW. The estimated value of the area is \$187,308. The Applicant is provided documentation showing that the re-establishment of the ROW area will cost \$137,880. Additionally, the Applicant would be dedicating additional land area back to the Village with a value of \$112,359. This totals \$250,239 in costs in lieu of payment of the fee. The Village has accepted improvements / work in kind, in lieu of fee payment for previous applications. Although the Applicant is requesting that the fee be waived, the Applicant is still required to pay all closing and processing fees.

Plat of Resubdivision

The plat of resubdivision provided by the Applicant indicates the layout of the five proposed single family residential lots and provides easements for stormwater management. However, the plat of resubdivision does not match the engineering plans for easements related to public

utilities and drainage. Staff is recommending that the plat be updated to match the engineering plans. A rear public utility easement is also needed in the rear yard of the lot labeled Lot 1. Additionally, a 10 ft. public utility and drainage easement is needed between lots labeled Lot 4 and Lot 5 as the Village's Municipal Services department is recommending that the watermain proposed to serve the new five lot cul-de-sac be looped to the watermain on Wolf Road rather than Caroline. Please see Attachment 2 for more information.

Staff is also recommending that no access easements be placed on the rear yards of Lots 4 and 5 to prevent driveways from access Wolf Road. This would mean that all driveways for the proposed new construction houses would access on Johnson Avenue. The plat of resubdivision must also be updated with the Plan Commission Chair's signature block and remove the signature block for the Director of Community Development. The plat of resubdivision must also be updated with the correct Village Board signature blocks for the Village President and the Village Clerk.

The plat of resubdivision must also be updated to match the lot layout for lot 5 and 5120 Johnson Avenue. The inconsistency shows an irregular area for lot 5 in front of lot 5120 (Figure 3). The plat should be corrected to match the engineering plans. This will require that the lot 5120 Johnson Avenue be included in the plat of resubdivision.

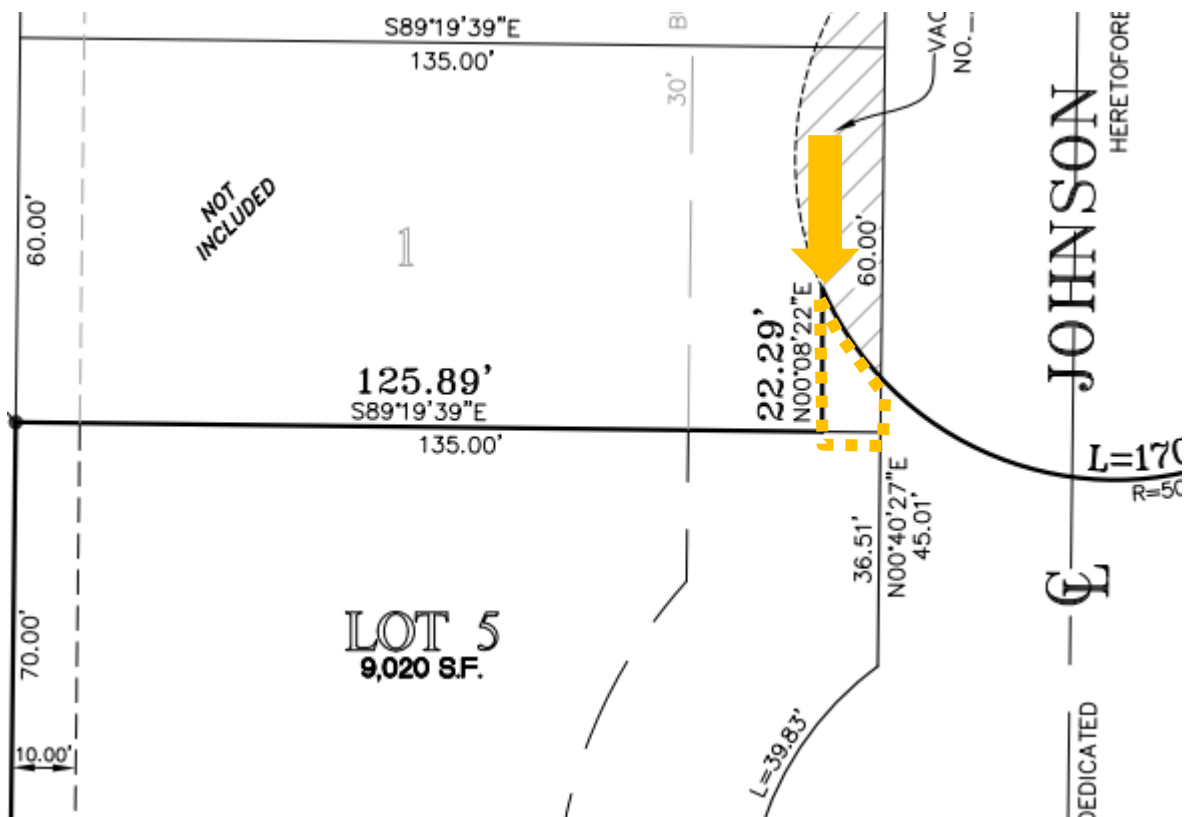


Figure 3 The orange dashed area and arrow indicated the area to be corrected on the plat of resubdivision to match the engineering plans.

ROW Design

The Applicant is proposing to re-establish the cul-de-sac and adjacent parkway area. The cul-de-sac is designed to meet the DCO requirements. The parkway is proposed with a traditional grass area behind the curb and a five foot sidewalk. The Applicant is not showing parkway trees within the roughly six foot wide grass area. The Applicant's narrative does include the installation of parkway trees. Parkway trees will be required to be planted as required by the DCO to be installed before the individual lot building permits can be completed. The Applicant will also be required to extend the watermain and sanitary sewer to the south to serve the proposed lots. As indicated above the Applicant is required to loop the watermain to Wolf Road. The Applicant is proposing extra sidewalk area at the end of the cul-de-sac to provide a paved sidewalk section to Springdale Park. A hydrant is also required and proposed within the re-established cul-de-sac ROW. The Village Engineer notes that Section 10-10-10 of the DCO requires a streetlight. The Applicant must revise the plans to include a streetlight within the re-established ROW area.

Engineering

Please see the memorandum prepared by the Village Engineer (Attachment 3) for a detailed discussion of the Applicant's stormwater management proposal and other engineering related improvements. The Village Engineer indicates that the proposed subdivision will need to update the design of the stormwater runoff. The proposed design has the runoff going to Springdale Park which is not permitted. The Applicant will need to redesign the runoff to be captured in storm sewer. Two potential alternatives are described in the attached Village Engineer's memorandum. Additionally, the Village Engineer is recommending that the individual lots (1 to 5) provide stormwater facilities on each lot rather than shared facilities only on two of the proposed lots. The individual facilities will elevate the need for a homeowner's association to manage the shared drywells / stormwater management facilities. Additionally, it would be more in keeping with new single family construction within other subdivisions. The Applicant must provide stormwater management agreements for maintenance of the drywells / stormwater management facilities as a covenant running with the land to ensure that the facilities are maintained in conformance with the Village and Metropolitan Water Reclamation District requirements. The covenants must be recorded with the plat of resubdivision.

The Village Engineer notes that although Applicant does not own this the 5120 Johnson Avenue parcel it is imperative that this driveway pavement be removed as a part of this development to avoid confusion with access to the cul-de-sac and lot. The Applicant will need to come to an agreement with the landowner to get the driveway removed.

Public Comment

As of the writing of this staff report, staff has received no public comments. Any additional written comments received after the transmittal of the Plan Commission packet will either be provided by email prior to the meeting or given to members at the meeting.

Conclusion

The Applicant is proposing to shift the existing cul-de-sac on the 5100 block of Johnson Avenue south enabling the creation of five new single family lots and converting the two existing lots at 5120 and 5121 Johnson Avenue into traditional rectangular lots. The Applicant is also proposing extend the utilities to serve the proposed single family lots. The request includes a waiver of the per square foot fee for the vacated cul-de-sac areas. The application also requests that the current conditional use for the Montessori school be dissolved.

The Plan Commission has a number of options in recommending approval or denial of the requested vacation and resubdivision:

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

Staff is recommending approval of the application with the following conditions:

Plat of Vacation

1. The plat of vacation be updated to list that the areas being dedicated to the Village are for roadway and ROW purposes.
2. The plat must be updated with the correct Village Board signature blocks for the Village President and the Village Clerk.
3. The total area being vacated should be updated to include both areas being vacated and the area on the plat corrected.
4. Prior to the issuance of a building or development permit, the Applicant shall enter into a Development Agreement with the Village, as prepared by the Village Attorney and approved by the Village Board, which includes conditions for the construction and relocation of the cul-de-sac.

Plat of Resubdivision

1. The plat must be updated to match the engineering plans related to public utility and drainage, and detention easements.
2. A public utility easement is need in the rear yard of Lot 1.
3. A 10 ft. public utility and drainage easement is needed between Lots 4 and 5.
4. The plat must be updated to include no access easements on the rear yards of lots 4 and 5 to prevent driveways from access Wolf Road.
5. Update the plat of resubdivision with Plan Commission Chair's signature block and remove the signature block for the Director of Community Development.
6. The plat must also be updated with the correct Village Board signature blocks for the Village President and the Village Clerk.
7. The inconsistency between the shape of Lot 5 and 5120 Johnson Avenue must be corrected to match the engineering plans.

ROW Design

8. The Applicant be required to plan parkway trees as required by the DCO before the completion of the building permits for the individual single family houses.
9. The plans must be updated to include a streetlight within the new ROW area.

Engineering

10. An agreement between the Applicant and the owners of 5120 Johnson Avenue will need to be submitted showing that the apron on the 5120 Johnson Avenue lot within the Wolf Road ROW will be removed.
11. The engineering plans must be updated to include storm sewer to convey the discharge from the site.
12. The engineering plans must be updated to show drywells / stormwater management facility on each individual lot (1 to 5).

13. Covenants for lots 1 to 5 for the maintenance of drywells /stormwater management facility in accordance with the Village and MWRD's standards must be submitted for review and approval by the Village Engineer and Attorney for recording with the plat of resubdivision. The covenant must provide the operations and maintenance manual and conformance with MWRD's requirements maintenance.
17. The civil engineering plans lighting/photometrics, geometry, storm water management, and utilities be reviewed and approved by the Village Engineer prior to the release of any Village permit.

Attachments

1. Applicant submittal package
2. Memorandum prepared by Matt Supert, Director of Municipal Services RE: 5129 Wolf Road – Water Main Extension Layout dated 3/19/2025
3. Memorandum prepared by Jeff Koza, Village Engineer RE: PC-2025-02 5129 Wolf Road Vacation and Resubdivision dated 4/1/2025
4. Draft Recommendation - Plan Commission Recommendation No. 25-02 R&M General Contactors, 5129 Wolf Road - Vacation of Public Right-of-Way and Plat of Resubdivision for a Five Lot Single Family Residence Subdivision.

**WESTERN SPRINGS PLAN COMMISSION
REPORT AND RECOMMENDATION NO. 25-02**

PLAN COMMISSIONERS PRESENT: *Ryan DeProsperis, Peter Glimco, Peter Hanson, Michele Johann, Patrick Turner, and Steve Winegar.*

ABSENT: *Jocelyn Brumbaugh.*

OTHER: None.

DATE: April 16, 2025.

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

RE: **PC-2025-02: R&M General Contractors, LLC, 5129 Wolf Road - Vacation of Public Right-of-Way and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision.**

APPROVAL of the Vacation of the Cul-De-Sac on the 5100 Block of Johnson Avenue and Waiver of Village Right-of-Way Vacation Fee.

APPROVAL of a Plat of Resubdivision for Five Single Family Lots and the Reconfiguration of the Property commonly known as 5120 Johnson Avenue, Western Springs, Illinois.

APPROVAL of the Dissolution of the Conditional Use Permit Issued for the Montessori School Operating at 5129 Wolf Road, Western Springs, Illinois.

Applicant:	R&M General Contractors
Property Owner:	Andrew Schreiber, Randy Porzel, and Chicago Synod of the Evangelical Lutheran Church in America
Properties:	5129 Wolf Road, 5120 Johnson Avenue, and 5121 Johnson Avenue, Western Springs, Illinois 60558
Current Zoning:	R-2 – Single Family Residence District
Lot Size:	59,677 SF or 1.38 AC

I. BACKGROUND FACTS

1. On March 7, 2025, R&M General Contractors, (the “Applicant”), the contract purchaser and prospective developer of the real property commonly known as 5129 Wolf Road, Western Springs, Illinois (“Property”), filed a General Information Application for Land Use and Development in the Village with supporting documents (the “Application”) for the vacation of the portions of the existing cul-de-sac adjacent to 5129 Wolf Road, 5120 Johnson Avenue and 5121 Johnson Avenue that are outside of the 66 foot wide center portion of the Johnson Avenue right-of-way (the “ROW Vacation”), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-way area that will be part of Johnson Avenue and a new cul-de-sac area (approximately 18,575 square feet in area), both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the “Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac”), a 5-lot resubdivision of the 5129 Wolf Road property into five (5) single family lots

(the "5-Lot Resubdivision"), the dissolution of a conditional use permit issued to the Montessori School which operates at the 5129 Wolf Road Property and the construction of five (5) single family residences along with the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s) and stormwater drainage improvements and other private and public utilities, and re-establishment of street, parkway, and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac) required by the corporate authorities of the Village, as conditions of approval, and the applicable provisions of the Western Springs Village Code (collectively the "Development"). Andrew Schreiber is the fee simple owner of 5120 Johnson Avenue, Randy Porzel is the fee simple owner of 5121 Johnson Avenue, and Chicago Synod of the Evangelical Lutheran Church in America is the fee simple owner of 5129 Wolf Road (collectively, the "Property Owners"), and all have submitted signed applications to the Village of Western Springs ("Village") that allowed the Applicant to file the Application and pursue approval of the ROW Vacation, the Development and any other zoning relief required for completion of the Development.

2. In regard to the ROW Vacation, the east 650.00 square feet of the Johnson Avenue right-of-way located adjacent to and at the southwest corner of the 5121 Johnson Avenue Property shall be vacated and title conveyed to the current properties owners of 5121 Johnson Avenue Property and incorporated into Property Index Number ("PIN") 18-08-319-012-0000 (the "5121 Johnson Avenue ROW Parcel"). The west 1,632.00 square feet of the Johnson Avenue right-of-way located adjacent to and along the east lot line of the 5120 Johnson Avenue Property shall be vacated and title conveyed to the current properties owners of the 5120 Johnson Avenue Property and incorporated into PIN 18-08-319-006-0000 (the "5120 Johnson Avenue ROW Parcel"). The remainder of the Johnson Avenue Cul-De-Sac, excluding the center 66.00 foot wide area of the Johnson Avenue right-of-way, located south of the south line of the 5121 Johnson Avenue Property shall be vacated and conveyed to the current property owner of the 5129 Wolf Road Property, or their successor owner, and incorporated into PIN 18-18-319-025-0000 (the "Johnson Avenue – Cul-De-Sac Parcel"), subject to the condition that the Property Owners, or their successors, contemporaneously convey and dedicate to the Village the Extended Johnson Avenue and the New Johnson Avenue Cul-De-Sac and then construct the Development in accordance the Village approvals for the Development.

3. The Application consists of information supporting the ROW Vacation, the dedication of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, the 5-Lot Resubdivision, the dissolution of the conditional use permit, and a description of the proposed improvements to be constructed as part of the Development, and the proposed Design Plans, copies of which are incorporated by reference into this Report and Recommendation as **Group Exhibit "A"** and made a part hereof.

4. Based on the regulations set forth in the Village's Development Control Ordinance ("DCO"), the 5-Lot Resubdivision and ROW Vacation has to be considered by the Plan Commission at a public hearing and then the Village Board must consider approval of the Application.

5. As a supplement to its Application, the Applicant provided the following revised or supplemental documents: **[RESERVED]**

6. Pursuant to notice published and posted as required by State law and the Western Springs Municipal Code, on April 16, 2025, the Plan Commission opened and conducted a public hearing to consider the Application.

7. At the Public Hearing, the Plan Commission considered and accepted into the public record written and oral testimony, including documents that were marked as exhibits for identification purposes, which were submitted and/or presented by the Applicant and the Applicant's representatives, Village

Attorney **Anne Skrodzki**, the Interested Parties, the Community Development Director (Heather Valone), the Senior Planner (Kelsey Fawell), other Village staff and the public. All of the written and oral testimony, exhibits and a transcript of the Public Hearing are incorporated in and made a part of this Recommendation. Each of the documents accepted into the record and identified by an exhibit number are identified below:

- A. The Application with its attachments (incorporated by reference as **Group Exhibit "A"**).
- B. The Affidavit of Mailing of Public Hearing Notice dated **March 27, 2025** submitted by Heather Valone, (incorporated by reference as **Exhibit "B"**).
- C. Village Staff Memorandum dated **April 11, 2025**, and prepared by Community Development Director Heather Valone (incorporated by reference as **Exhibit "C"**).
- D. The Village's Official Land Use Plan adopted by Ordinance No. 03-2226 dated February 24, 2003, as amended (incorporated by reference as **Group Exhibit "D"**).
- E. The Official Zoning Map of the Village (incorporated by reference as **Group Exhibit "D"**).
- F. The Western Springs Municipal Code, including the Development Control Ordinance ("DCO") (incorporated by reference as **Group Exhibit "D"**).
- G. The transcript of the April 16, 2025, Public Hearing prepared by a court reporter (Robin Chimniak) (incorporated by reference as **Group Exhibit "E"** and retained on file with the Community Development Department).
- H. Additional documents submitted to the Plan Commission during the Public Hearing (each being incorporated by reference into this Recommendation and retained on file with the Community Development Department), consisting of:

8. Copies of all the Exhibits identified in this Recommendation are on file with the Village's Department of Community Development and are incorporated by reference in this Recommendation.

9. The Village's Code Officer, Community Development Director Heather Valone, has submitted the Village Staff Memo, which reviews the Application, the applicable provisions of the DCO and the Application, and concludes that the Development **meets / does not meet** the applicable DCO provisions for purposes of conducting the Public Hearing and consideration of approval of the Application. See, **Exhibit "C"**.

10. The Application and other submittals by the Applicant conform to the applicable requirements of the Western Springs Municipal Code, including Chapter 3 (Administrative Bodies and Procedures), Subsection 11 (Variations) and Subsection 14 (Conditional Uses) of the DCO.

II. FINDINGS OF FACT

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

- A. The Applicant's current Site Plan proposes that the Village approve the ROW Vacation with fee simple title to those vacated parcels being conveyed, in parts, to the Applicant and the adjacent property owners of 5120 and 5121 Johnson Avenue so that they will hold title to the vacated portions of the existing Johnson Avenue cul-de-sac. The ROW Vacation is subject to the approval of five (5) of the six (6) Village Trustees per the Illinois Vacation Statute (65 ILCS 5/11-91), and this area is an integral part of the Development because it allows for the Applicant to resubdivide the

5129 Wolf Road property into five (5) single family lots that have direct access to a public street, complying with the requirements of the DCO. Per the Village's Right-Of-Way Disposal Policy ("ROW Policy"), the Village Board may grant deviations, exceptions or variations from this Policy under the appropriate circumstances, provided that such deviation, exemption or variation is approved by a three-fourths vote of the corporate authorities. In the case of a proposed residential planned development, such as the proposed Development, the Village Board "reserves the right to set a price for the sale of such right-of-way based on: (1) the fair market value of the property; or (2) on the benefits (as documented in the public record by the Village Board) which will accrue to the Village as a result of the vacation and the incorporation of the vacated right-of-way into the Development". See Sections A and B of the ROW Policy.

In lieu of paying the fair market value assigned to the vacated portions of the Johnson Avenue Cul-de-Sac as set forth in the ROW Policy (which equals \$187,308.00), the Applicant has requested that the Village Board approve the ROW Vacation in exchange for the Applicant completing equivalent "like-kind, like value" improvements consisting of the construction of the Extended Johnson Avenue and the New Johnson Avenue Cul-De-Sac to the Village roadway standards, the extension of the water main, sanitary main sewer and related stormwater drainage infrastructure and other private and public utilities, sidewalks, parkway, parkway trees, sidewalks with in the parkway, sidewalk to Springdale Park, and a fire hydrant at an estimated construction cost of \$137,880.00, in addition to land area re-dedication valued at \$112,359.00 based on the estimate submitted, attached as **Exhibit "A"** (collectively "Development Infrastructure")

Because this Application involves a proposed residential development, the Plan Commission **finds / does not find** that it is appropriate for the Village Board to grant the following deviations, exceptions or variations from the ROW Policy: (1) to offer the 5120 Johnson Avenue ROW Parcel, the 5121 Johnson Avenue ROW Parcel and the Johnson Avenue – Cul-De-Sac Parcel ROW Vacation for sale by vacation, at no cost, only to the Property Owners for purposes of incorporation of such vacated parcels into the Development for street and ROW purposes and to add to the irregular shaped lots at 5120 Johnson Avenue and 5121 Johnson Avenue, in exchange for the construction of the Development, provided that the final actual, documented construction costs of the Development Infrastructure are approximately \$250,239.00, as confirmed by the Village Engineer.

As part of the Village's construction inspection and post-construction approval process of the Development Infrastructure, within five (5) business days of any written request for Development-related documents from the Village, the Applicant shall provide the Village with true and accurate copies of expenditure summaries, as prepared and certified by the Applicant, with appropriate supporting documentation (i.e., construction escrow statements, paid invoices, proof of payment to contractors, subcontractors, suppliers, executed lien waivers, contractor's sworn statement and affidavit, lender financing statements, lender progress payments and evidence of wire transfers, etc.), as deemed reasonably necessary by the Village (i.e., Village Manager, Village Engineer or Village Attorney) to verify the actual incurred costs of the Development Infrastructure. If the actual cost of the construction of the Development Infrastructure is less than the fair market value assigned to the vacated portion of the Johnson Avenue Cul-de-Sac as set forth in the ROW Policy (\$187,308.00), the Applicant shall pay to the Village the dollar amount that represents the difference between the actual cost of the construction of the Development Infrastructure and the fair market value assigned to the vacated portion of the Johnson Avenue Cul-de-Sac (\$187,308.00) upon written demand of the Village. If, after the vacation and conveyance of title to the 5120 Johnson Avenue ROW Parcel, 5121 Johnson Avenue ROW Parcel and the Johnson Avenue – Cul-De-Sac Parcel is completed, the Applicant, or its successors-in-interests, successor owners, assignees or transferees, do not construct the Development or do not complete the Development Infrastructure, as shown on the Village-

approved Development Plans, the Applicant or its successors-in-interest, successor owners, assignees or transferees shall be obligated to pay the Village an amount equal to \$187,308.00 plus all of the incurred reimbursable costs and fees that are payable to the Village under the ROW Policy (e.g., engineering fees, legal fees, survey fees and 10% administrative fees, etc.) upon written demand of the Village. In the event the Village does not approve of the ROW Vacation, the Applicant will have to present a revised Site Plan for review and consideration by the Plan Commission at a public hearing, and then review and consideration by the Village Board.

- B. The Plats conform to the applicable requirements of the DCO, as conditioned in Section V of this Recommendation.
- C. The Montessori school no longer operates within the 5129 Wolf Road Property and therefore the conditional use permit can be dissolved.

IV. RECOMMENDATIONS

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

V. CONDITIONS

The recommendation of APPROVAL of the Applicant's Application requesting approval of the development rights to construct the Development, consisting of the ROW Vacation and the related conveyances of the 5121 Johnson Avenue ROW Parcel, the 5120 Johnson Avenue ROW Parcel and the Johnson Avenue – Cul-De-Sac Parcel to the respective Property Owners, the public right-of-way dedication and construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, the construction of the five (5)-Lot Resubdivision and the related Development Infrastructure and the dissolution of a conditional use permit issued to the Montessori School, subject to the following conditions:

Plat of ROW Vacation and Dedication and Retention of Easements

1. The Plat shall be updated to clearly identify and state that the right-of-way areas being dedicated as new portions of the Johnson Avenue right-of-way to the Village are for roadway and right-of-way purposes and the retention of any easements within the Johnson Avenue right-of-way shall be identified.
2. The Plat shall be updated with the correct Village Board signature blocks for the Village President and the Village Clerk.
3. The total square footage of the area of the Johnson Avenue right-of-way being vacated shall be updated to include all of the right-of-way areas being vacated (i.e., the 5121 Johnson Avenue ROW Parcel, the 5120 Johnson Avenue ROW Parcel and the Johnson Avenue – Cul-De-Sac Parcel) and the identification of these right-of-way areas on the Plat shall be corrected to clearly identify them.
4. Prior to the issuance of a building or development permit, the Applicant shall enter into a Development Agreement with the Village, as prepared by the Village Attorney and approved by the Village Board, which includes conditions for the construction the Development and the related Development Infrastructure.

5. The final Plat shall be in a form and content approved by the Village Engineer and the Village Attorney.

Plat of Resubdivision

6. The Plat shall be updated to:
 - a. Match the engineering plans related to public utility and drainage, and detention easements.
 - b. Add a public utility easement at the rear yard of Lot 1.
 - c. Include an easement along the south side of lot 4 to allow for the storm sewer to connect into the sewer with in the Wolf Road right-of-way.
 - d. Include “no access easements permitted in this rear yard area” within the rear yards of lots 4 and 5 to prevent driveways from access Wolf Road.
 - e. Include a Plan Commission Chair’s signature block and remove the signature block for the Director of Community Development.
 - f. Correct Village Board signature blocks for the Village President and the Village Clerk.
 - g. Rectify the inconsistency between the shape of Lot 5 and 5120 Johnson Avenue to match the engineering plans.

Rectify the inconsistency between the shape of Lot 5 and 5120 Johnson Avenue to match the engineering plans.

Johnson Avenue Right-Of-Way Design

7. The Applicant shall be required to plant parkway trees, as required by the DCO, within the Development before the close out of the building permits for the individual single-family houses.
8. The engineering plans shall be updated to include a streetlight within the New Johnson Avenue Cul-De-Sac.

Engineering

9. An agreement between the Applicant and the owners of 5120 Johnson Avenue shall be submitted showing that the driveway apron on the 5120 Johnson Avenue lot within the Wolf Road right-of-way will be removed.
10. The engineering plans shall be updated to include stormwater sewer inlet drains and a stormwater sewer main and related infrastructure to connect to the Village’s stormwater drainage system to convey the stormwater discharge from the Development. The Applicant’s engineer shall submit to the Village, as part of the Village plan review and approval process,

accurate calculations showing that the stormwater management system is able to manage bypass stormwater appropriately as determined by the Village Engineer.

11. The existing drainage pattern for the Property will not be altered by the construction of the Development, the stormwater drainage system, the landscaping or any of the related improvements.
12. The engineering plans shall be updated to show drywells / stormwater management facility on each individual platted lot (Lots 1 to 5) within the Development.
13. Per Section 10-11-11 (Stormwater Management Requirements For All Developments) of the DCO, prior to obtaining any type of building or site development permit for the Project, a set of Covenants for Lot 1 through Lot 5 for the maintenance of drywells / stormwater management facilities in accordance with the Village stormwater management regulations and the standards of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") shall be submitted, in recordable form, for review and approval by the Village Engineer and the Village Attorney for recording with the Plat of Resubdivision (the "stormwater maintenance covenants" or "stormwater maintenance agreement"). The Covenants shall provide for the operations and maintenance manual and conformance with MWRD's maintenance requirements. Within the stormwater maintenance agreement, the Applicant shall guarantee that the Applicant and all of the successor owners of the Property will maintain the stormwater management facilities and the stormwater drainage system and provide to the Village periodic written reports on the stormwater management facilities' monitoring and maintenance. The stormwater maintenance agreement shall also specifically authorize representatives of the Village to enter onto the Property for the purpose of inspections of the stormwater drainage system. Such agreement shall be recorded with the Cook County Clerk's Office, Recording Department. The stormwater maintenance agreement shall include a schedule for regular maintenance of each aspect of the Property's stormwater drainage system and shall provide for access to the system for inspection by authorized personnel of the Village. The stormwater maintenance agreement shall also stipulate that, if the appropriate authorized personnel of the Village notify the property owner in writing of maintenance problems which require correction, the property owner shall make such corrections within thirty (30) calendar days of such notification. If the corrections are not made within this time period, the Village may have the necessary work completed and assess the cost to the property owner. The Covenants shall contain provisions that impose the cost, obligation and responsibility of performing all future maintenance, repair and replacement work in regard to the drywells / stormwater management facilities and other drainage structures constructed on each platted lot, as reasonably deemed necessary by the Director of Code Enforcement and the Village Engineer in order to comply with the Village Code, as amended, on the Applicant, and then on each successor owner, lessee, licensee, transferee, receiver or successor in interest, with respect to the platted lot(s) that they purchase. The Covenants shall also grant to the Village a non-exclusive easement for entry upon and access to all parts of each platted lot, for purposes of providing the Village with the right but not the obligation to perform such maintenance, repair and replacement work, in its sole, reasonable discretion, along with the right to recover the cost of such work directly from the owners, successor owners or successors in interest or to lien the property and take all other action provided for in 65 ILCS 5/11-31-2, as amended, or similar applicable law, including any law contained in the Illinois Municipal Code, as amended. The Applicant, and any successor owners, lessees, licensees, transferees, receivers or successors in interest, at their cost, shall

repair pavement, concrete, landscaped areas or other areas damaged by the Village if the Village performs such future installation, maintenance, repair and replacement work.

14. The civil engineering plans lighting/photometrics, geometry, storm water management, and utilities shall be reviewed and approved by the Village Engineer prior to the release of any Village permit relative to the Development.
15. The Applicant, at its cost, shall use commercially reasonable efforts to cause any overhead electric service wires and other utility wires for the Development to be buried to enhance the aesthetics of the neighborhood.
16. The Applicant shall submit to the Village, as part of the Village plan review and approval process, a report that addresses fire hydrant spacing and provides a coverage exhibit as requested by the Village to confirm compliance with the Village Code.

General Conditions

17. The Applicant shall comply with all of the applicable federal, state, county, local and special district laws, ordinances and regulations, including the provisions of the Village's Municipal Code, relative to the construction and maintenance of the Development, except as otherwise modified by Village approvals.
18. The uses generally approved for this Development are limited to residential uses and uses ancillary to the foregoing uses. Such ancillary uses shall comply with the requirements for accessory uses established under the DCO. The approval of the Development does not authorize the Applicant or any other tenant or occupant to use the Property without applying for and obtaining any required site development or building permit or any other Village or other governmental approval.
19. In regard to the construction, operation and maintenance of the Development, these conditions shall be the only conditions applicable to that use of the Property, unless amended by mutual agreement of the Applicant and the Village, or unless amended by ordinance approved by the Village Board after the required public hearing.
20. The Applicant shall pay the required impact fees (i.e., school site / school improvement impact fee; and park and recreation site impact fee) to the Village in lieu of land dedication, as calculated by the Village, in accordance with the formula set forth in Section 10-10-14 of the DCO, at the time it applies for a site development permit or a building permit (whichever occurs first).
21. The Applicant shall use all commercially reasonable efforts to secure all necessary governmental permits needed to complete the Development and to actively and diligently pursue completion of the Development. The Applicant shall use all commercially reasonable efforts to hire an adequate number of experienced contractors, subcontractors and other skilled labor, and provide for adequate equipment and building materials to ensure that construction of the Development is actively and diligently pursued.
22. Prior to the issuance of a building or development permit, the Applicant shall submit a construction schedule, routing, construction staging, restoration plan and phasing plan with map and plan exhibits, which are in conformance with the final set of Village approved engineering and construction plans for the Development. These plans shall identify construction access routes, temporary detours, regular street cleaning intervals and refuse removal, and other appropriate safety, restricted access and "good neighbor" practices. Standard Village construction hours shall apply, except as otherwise permitted by the Village Manager.

23. Prior to the issuance of a building or development permit, the Applicant shall enter into a Maintenance and Development Agreement with the Village, as prepared by the Village Attorney and approved by the Village Board, which includes conditions for the construction and long-term maintenance of the Development, consisting generally of the following items:
 - a. The posting of an irrevocable letter of credit or other form of security with the Village to secure the completion of the required Development Infrastructure improvements and the landscape improvements for the Development (the "Developer" Security"). The Developer Security shall be in a form acceptable to the Village Attorney and of a dollar amount to be determined by the Village Engineer and shall be managed by the Village in accordance with Subsection 10-10-19(2) (Land Dedications and Completion, Maintenance and Acceptance of Improvements; Posting of a Bond, Cash, or Other Securities) of the Municipal Code.
 - b. The posting of a two-year maintenance bond (performance and payment bond) for the Development Infrastructure Improvements and the landscape improvements;
24. The exterior of the residences shall be constructed primarily of high quality brick, brick veneer that is a minimum of three-fourths inches and individually adhered, stone, masonry, architectural-faced concrete block, stamped concrete panels, cement fiber board (i.e., Hardies or LP cement board products), Portland cement stucco, architectural metals, and synthetic architectural products to provide a high quality aesthetic appearance. Sidewalks and pedestrian pathways shall be constructed of concrete. Vinyl siding shall not be permitted. Exterior Insulation and Finish Systems (EIFS) materials (i.e., Dry-vit materials) shall not be permitted. The Applicant agrees to take all commercially reasonable steps to ensure that the building design, building materials and exterior color schemes of each of the residences and their related landscaping are designed to blend in and complement the adjacent residential uses.
25. In accordance with Subsection 9-1A-1 (Plan Review Deposits and Fees) and Subsection 9-1B-5: (Additional Deposit Required) of the Municipal Code, within five (5) business days of Village Board approval of the Requested Zoning Relief, the Applicant shall provide to the Village a developer-reimbursable costs / plan review escrow deposit of \$25,000.00 to defray the Village's cost of plan reviews and payment of other developer-reimbursable costs incurred by the Village relative to the processing of the Application and the plan reviews by the Village staff and Village consultants of the development plans submitted for development permit approval. The developer-reimbursable costs / plan review escrow deposit shall always maintain a positive cash balance of not less than \$10,000.00 and the Applicant shall provide the Village with additional funds to replenish the escrow within five (5) business days upon written demand from the Village.
26. Prior to the issuance of any occupancy permits for the Development, Illinois Accessibility Code compliant sidewalks within the Development and along the entire property frontage that is adjacent to Johnson Avenue shall be installed by the Applicant, at its cost.
27. Execution by the Applicant of the ACKNOWLEDGMENT Pages that are part of the Village Ordinances and Resolutions approving the Development and any Development related documents.
28. The Property Owner shall construct the Development in substantial conformance with the submittals set forth in the Application, subject to modifications to comply with applicable laws, regulations and ordinances issued by the Village and any State, federal, county, Village and other governmental agency (i.e., MWRD) with regulatory and/or permitting oversight and jurisdiction over the Development, including all plan review comments and requirements issued by the Village.

Motion to **APPROVE / DENY** this Western Springs Plan Commission Recommendation PC-2025-02: R&M General Contactors, 5129 Wolf Road - Vacation of Public Right-of-Way and Plat of Resubdivision for a Five Lot Single Family Residence Subdivision subject to the conditions stated above in Section V (Conditions) and the refinements to those conditions which were agreed to by the Commissioners during the April 16, 2025 Public Hearing, which are incorporated herein, made by Commissioner Johann; seconded by Commissioner Turner (Votes in Favor of Motion: six (6); Votes Not in Favor of Motion: none (0); and Absent from Meeting / Voting: Jocelyn Brumbaugh).

APPROVED by a vote of the Members of the Plan Commission on this 16th day of April, 2025.

Village of Western Springs Plan Commission

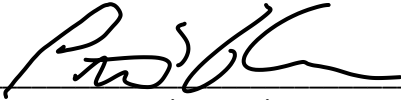
By: 
Peter Glimco, Chair

Exhibit List

**From Public Hearing for R&M General Contractors, 5129 Wolf Road - Vacation of Public Right-of-Way
and Plat of Resubdivision for a Five-Lot Single Family Residence Subdivision**

Group Exhibit "A"

(attached)

Exhibit "B"

**The Affidavit of Mailing of Public Hearing Notice
dated March 27, 2025 submitted by Heather Valone,
(attached)**

Exhibit "C"

**Village Staff Memorandum dated April 11, 2025,
prepared by Community Development Director Heather Valone
(attached)**

Group Exhibit "D"

**The Village's Official Land Use Plan and Official Village Zoning Map
(on file with the Community Development Department)**

Exhibit "E"

**Transcript of the April 16, 2025, Public Hearing
(on file with the Community Development Department)**

ORDINANCE NO. 25-

VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

DATE: July 21, 2025.

OTHER: None.

AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO FACILITATE THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION

WHEREAS, Chicago Synod of the Evangelical Lutheran Church in America (the “Church”) is the former owner of a tract of land with a common address of 5129 South Wolf Road, Western Springs, Illinois, and legally described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, with the passage of Ordinance No. 95-1939 on May 22, 1995, the Church was granted a conditional use permit to operate a Montessori School on the Property; and

WHEREAS, with the passage of Ordinance No. 16-2833 on March 28, 2016, the Church was granted another conditional use for a minor resubdivision and continued operation of a church and other group assembly uses with improvements for parking areas, driveway areas, accessory buildings, landscape buffer areas, fence installation, and ingress and egress points at Johnson Avenue; and

WHEREAS, by a Special Warranty Deed dated July 7, 2025, the Church conveyed fee simple title to the Property to St. James Court, LLC (the “Property Owner”). R & M General Contractors, LLC, an Illinois limited liability company, of Chicago, Illinois will develop the Property on behalf of Property Owner (the “Developer”). The Property Owner and the Developer, intend to demolish the existing structures on the Property consisting of a church, parking facilities, driveway areas and an accessory building (the “Church

Demolition Work”) then pursue the redevelopment of the Property. The Property Owner and the Developer may redevelop the Property as a five (5) lot single-family residential development,. In addition, the Property Owner and the Developer may pursue another alternate residential development plan for the Property that is a permitted use under the R2 - Single-Family Residence District classification or may apply for Village zoning approval of an alternate development plan in accordance with the applicable Village Code provisions, including its Development Control Ordinance (“DCO”). For purposes of this Ordinance, the construction of single-family homes on the five (5) single-family lots or another alternate Village approved development plan that is pursued by the Property Owner and the Developer or their successor owner(s) is collectively referred to as the “Development”. As a condition of approval of the Development, the Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use; and

WHEREAS, as a predicate to the Development, the Developer has submitted to the Village a typical plan for a single-family residential development consisting of the five (5) lots as shown on “The Geometry Plan for 5129 Wolf Road” (the “Site Plan”). A copy of the Developer’s Site Plan, which consists of six sheets prepared by Gabriel Group, Inc, submitted June 3, 2025, is on file with the Community Development Department of the Village; and

WHEREAS, to allow the Property Owner and the Developer to construct the Development, the Church (the prior property owner) and the Developer have requested that the Village agree to take certain actions relative to the Property, including the approval of ordinances that repeal and rescind: (a) Ordinance No. 95-1939 (Granting A Petition For A Conditional Use Permit For Lot “C” Except That Part In St. James Addition To Western Springs Resubdivision Of Part Of Lot “C” In Springdale Subdivision Unit 2 To Permit A Montessori School (St. James Lutheran Church, 5129 Wolf Road)) (the “1995 CUP Ordinance”); and (b) Ordinance No. 16-2833 (An Ordinance Approving A Conditional Use Permit For Lot 3 Of A Three Lot Minor Resubdivision Known As “St. James 2nd Addition To Western Springs Resubdivision” For The Property Commonly Known As 5129 Wolf Road (St. James Evangelical Lutheran Church) For The Continued Operation Of A Church (And Other Group Assembly Uses) And Preliminary And Final Approval Of Development Plans For On-Site Improvements To Lots 1, 2, And 3 Of St. James 2nd Addition To Western Springs Resubdivision For Certain Parking Areas, Driveway Areas, Accessory Buildings, Landscape Buffer Areas, Fence Installation And Ingress And Egress Points At Johnson Avenue)) (the “2016 CUP Ordinance”); and

WHEREAS, the Property Owner, the Developer and the Village have entered into a “Consent and Waiver Agreement Entered Into By St. James Court, LLC, R & M General Contractors, LLC And The Village Of Western Springs To Allow R & M General Contractors, LLC To Enter Into A Redevelopment Agreement And Other Related Documents Regarding The Demolition Of The Church Building And Accessory Structures, Vacation Of Portions of The Johnson Avenue Cul-De-Sac Adjacent To 5129 Wolf Road, 5120 Johnson Avenue, and 5121 Johnson Avenue, Dedication and Construction of An Extended Johnson Avenue Right-of-Way And A New Johnson Avenue Cul-De-Sac And A Final Plat For A 5-Lot Subdivision Located Adjacent To The 5129 Johnson Avenue In The Village Of Western Springs, Cook County, Illinois” (the “Consent and Waiver”), in a form and content as approved by the Village Attorney, that requires the Property Owner and the Developer, at their cost, to: (a) remove and dispose of the existing parking areas,

driveway areas, accessory building and the primary building as well as the removal of the hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and restoration of the disturbed areas of Lot 6 with grass and replacement of any sidewalk squares that are damaged (“Church Demolition Work”); (b) remove and dispose of the existing cul-de-sac from the Johnson Avenue right-of-way (“Public Property Removal Work”); and (c) construct an extended Johnson Avenue right-of-way (i.e., new 66.00 foot wide by 120.00 foot asphalt paved area) and a new cul-de-sac approximately 120.00 feet south of the existing cul-de-sac area including curbs and gutters, pavement, parkway trees, grass, and sidewalks and then the dedication of such improvements to the Village (“Reconstruction of Cul-De-Sac Work”). The completion of the Church Demolition Work, the Public Property Removal Work, and the Reconstruction of Cul-De-Sac Work are collectively referred to as the “Developer Site Work Obligations”. The Consent and Waiver also requires the Property Owner and the Developer to approve and enter into a mutually agreeable Redevelopment Agreement with the Village relative to the completion of the Developer Site Work Obligations, the filing of a Village-approved plat of subdivision for the Property and the construction of the Development (the “Redevelopment Agreement”), in a form and content as approved by the Village Attorney; and

WHEREAS, the 1995 CUP Ordinance allows for the operation of a Montessori school, and the 2016 CUP allows the church and assembly uses, and parking areas within the Property by the then-applicant, and any successor in interest; and

WHEREAS, the Property Owner and the Village agree that, even if the Property Owner and the Developer do not develop the Property, the 1995 CUP Ordinance has expired, due to the conditional use (Montessori school) ceasing to operate for more than twelve (12) months, and, therefore, it shall be repealed and rescinded, and the 2016 CUP Ordinance shall be repealed and rescinded, as of the effective date of this Ordinance; and

WHEREAS, at an open public meeting held on April 16, 2025, the Village’s Plan Commission held a public hearing to review and discuss the Developer’s request to repeal the 1995 and 2016 CUP Ordinances as part of its consideration of the Development and the related Redevelopment Agreement and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April 16, 2025, meeting, the Plan Commission recommended that the President and Board of Trustees of the Village approve the Church’s repeal of the 1995 and 2016 CUP Ordinances; and

WHEREAS, at an open public meeting held on April 24, 2025, the Village’s Planning and Zoning Committee (“Committee”) reviewed and discussed the Developer’s request to repeal the 1995 and 2016 CUP Ordinance as part of its consideration of the Development and the related Redevelopment Agreement and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April 24, 2025, meeting, the Committee recommended that the President and Board of Trustees of the Village approve the Church’s repeal of the 1995 and 2016 CUP Ordinances; and

WHEREAS, at open public meetings held on May 19, 2025 and July 21, 2025, the President and Board of Trustees of the Village reviewed and discussed the Committee’s recommendation on the request to repeal the 1995 and 2016 CUP Ordinances as part of its consideration of the Development and the related Redevelopment Agreement, and received input from the Village staff on the matter and provided an opportunity for public input on the matter. At its July 21, 2025, meeting, the President and Board of

Trustees of the Village accepted the Committee's recommendation regarding approval of the Developer's request to repeal the 1995 and 2016 CUP Ordinances; and

WHEREAS, in accordance with the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including Sections 11-13-1 and 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1 and 65 ILCS 5/11-13-1.1), and Title 10 (Development Control Ordinance), Chapter 3 (Administrative Bodies and Procedures), Subsection 10-3-14 (Conditional Use) of the Western Springs Municipal Code and the statutory and constitutional authority and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution, the President and Board of Trustees of the Village are authorized to pass this Ordinance to rescind and repeal the approval of the 1995 CUP Ordinance No. 95-1939 and 2016 CUP Ordinance No. 16-2833; and

WHEREAS, in order to facilitate the development of the Property by the Property Owner and the Developer, the President and Board of Trustees of the Village find that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents to rescind and repeal the approval of the 1995 CUP Ordinance No. 95-1939 and 2016 CUP Ordinance No. 16-2833, provided that the Property Owner, the Developer and the Village enter into a mutually agreeable Redevelopment Agreement for the construction of the Development, in a form and content as approved by the Village Attorney.

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

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

SECTION 2. Rescind and Repeal of Approval of Ordinance No. 95-1939. Pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-13, and Section 10-3-14(L) (Expiration And Transferability) of the DCO the President and Board of Trustees of the Village of Western Springs rescind and repeal the approval of Ordinance No. 95-1939, granting a conditional use permit for the operation of a Montessori school at the Property because the conditional use (Montessori school) ceased to operate for more than twelve (12) months.

SECTION 3. Rescind and Repeal of Approval of Ordinance No. 16-2833. Pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-13, the President and Board of Trustees of the Village of Western Springs rescind and repeal the approval of Ordinance No. 16-2833, granting a conditional use permit for the operation of a church, assembly uses, and parking areas at the Property, subject to and effective upon on the date that the initial assign(s), transferees, successor(s)-in-interest and successor owner(s) of the Church, after obtaining ownership of the Property, complete the Church Demolition Work as part of a redevelopment plan that involves a new land use that is different from the current land use operated by the Church. If the Church Demolition Work is not completed, the 1995 and 2016 CUP Ordinances shall not be repealed and rescinded.

SECTION 4. Filing Ordinance With the Cook County Clerk's Office, Recording Division. The Village

shall cause a certified copy of this Ordinance to be recorded with the Cook County Clerk's Office, Recording Division ("CCCORD"), at the cost and expense of the Developer. The Village shall provide the Developer with a CCCORD-filed stamped copy of this Ordinance.

SECTION 5. Repealer; Severability. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed, and each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6. Publication; Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and due publication in pamphlet form according to law.

PASSED by an affirmative vote of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

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

Edward Tymick, Village Clerk

Exhibit "A"

Legal Description of Parcel – 5129 Wolf Road, Western Springs, Illinois

LOT 3 IN ST. JAMES RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NUMBER 16886199), BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-319-025-0000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-____

AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO FACILITATE THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION.

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

[SEAL]

Edward Tymick, Village Clerk

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: July 21, 2025.

OTHER: None.

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES COURT, LLC, AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT "A" - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois).

WHEREAS, by a Special Warranty Deed dated July 7, 2025, Chicago Synod of the Evangelical Lutheran Church in America (the "Church") conveyed fee simple title to the real property commonly known as 5129 South Wolf Road to St. James Court, LLC (the "Property Owner"); and

WHEREAS, R & M General Contractors, LLC, with its principal business office located at 1923 West Diversey Parkway, Chicago, Illinois 60614 (the "Applicant" or "Developer"), is the developer of the real property commonly known as 5129 South Wolf Road, Western Springs, Illinois ("Property"). Based on the written authorization of the Church (the prior owner of the Property), the Developer filed with the Village of Western Springs ("Village") a completed "General Information Application for Land Use and Development in the Village" form with supporting documents (the "Application") for the redevelopment of the Property, on behalf of the Property Owner, as five-lot single-family residence subdivision. The Property Owner and the Developer may redevelop the Property as a five (5) lot single-family residential development. In addition, the Property Owner and the Developer may pursue another alternate residential development plan for the Property that is a permitted use under the R2 - Single-Family Residence District classification or may apply for Village zoning approval of an alternate development plan in accordance with the applicable Village Code provisions, including its Development Control Ordinance ("DCO"). For purposes of this Resolution, the construction of single-family homes on the five (5) single-family lots or another alternate Village approved development plan that is pursued by the Property Owner and the Developer or their successors owner(s) is collectively referred to as the "Development". The Property Owner and the Developer have further executed a "Consent and Waiver Agreement" to allow the Developer to enter into a Redevelopment Agreement with the Village for the redevelopment of the Property, a copy of said Consent and Waiver Agreement is on file with the Village's Community Development Department and is incorporated herein by reference and made a part hereof. The Property is legally described in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, in 2024, the Developer submitted the Application to the Village requesting approval of the vacation of certain portions of the Johnson Avenue right-of-way adjacent to the Property and a final plat of resubdivision for the creation of a five-lot single-family residence subdivision in accordance with the applicable provisions of the Village's Development Control Ordinance ("DCO"), in order to construct the Development, which is commonly referred to as the "Johnson Avenue Resubdivision". A copy of the Application and the "Final Plat of Johnson Avenue Resubdivision" that was prepared by Nekola Survey, Inc., **dated July 11, 2025**, is on file with the Village's Community Development Department and is

incorporated herein by reference; and

WHEREAS, the Property Owner and the Developer, at their cost, agree to: (a) the removal and disposal of the existing parking areas, driveway areas, accessory building and the primary building as well as the removal of the hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and restoration of the disturbed areas of Lot 6 with grass and replacement of any sidewalk squares that are damaged (“Church Demolition Work”); (b) the removal and disposal of the existing cul-de-sac from the Johnson Avenue right-of-way (“Public Property Removal Work”); (c) the construction of an extended Johnson Avenue right-of-way (i.e., new 66.00 foot wide by 120.00 foot asphalt paved area) and a new cul-de-sac approximately 120.00 feet south of the existing cul-de-sac area including curbs and gutters, pavement, parkway trees, grass, and sidewalks, and then the dedication of such improvements to the Village (“Reconstruction of Cul-De-Sac Work”); (d) the filing of a Village-approved plat of subdivision for the Property with the Cook County Clerk’s Office, Recording Division; and (e) redevelopment of the Property as a five-lot single-family residential development, including completion all of the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s), and stormwater drainage improvements and other private and public utilities, cooperation with the Village’s vacation of the portions of the existing Johnson Avenue Cul-De-Sac adjacent to 5129 Wolf Road, 5120 Johnson Avenue and 5121 Johnson Avenue that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way (the “Johnson Avenue ROW Vacation Parcels”), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the “Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac”), re-establishment of street, parkway and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac). As a condition of approval of the Development, the Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use; and

WHEREAS, based on the Application submitted by the Developer, the Village conducted a public hearing relative to the vacation of the Johnson Avenue ROW Vacation Parcels and the approval of a five-lot final plat of subdivision requested by the Developer in order to construct the Development, pursuant to prior notice as required by the Village Excess Rights-of-Way Disposal Policy and Procedures Dated April 24, 2017 (the “ROW Policy”) and the applicable provisions of State law, including the Illinois Open Meetings Act, 5 ILCS 120/, and Division 11-13 and Division 11-91 of the Illinois Municipal Code (65 ILCS 5/11-13 and 5/11-91), and the applicable provisions of the DCO (the “Public Hearing”); and

WHEREAS, at an open public meeting held on April 16, 2025, the Village’s Plan Commission reviewed and discussed the proposed Development and the Redevelopment Agreement and received input from the Village staff, and provided an opportunity for public input on the Redevelopment Agreement as well as the proposed five-lot single-family residential Development, including the vacation of the Johnson Avenue ROW Vacation Parcels, the dedication of Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, and the Final Plat of Subdivision for the Development. At its April 16, 2025, meeting, the Plan Commission favorably recommended that the Village Board approve the Development and the Development Documents (as defined below), including the Redevelopment Agreement, as part of its issuance of Plan Commission Recommendation No. 25-02. A copy of Plan Commission Recommendation No. 25-02 is incorporated herein by reference and is on file with the Community Development Department; and

WHEREAS, after completion of the required Public Hearing by the Village Plan Commission, on May 19, 2025, with the passage of the following Ordinances and Resolutions, including this Resolution, (the “Development Documents”), the President and Board of Trustees of the Village of Western Springs (“Village Board”) considered and granted approval of the proposed five-lot single-family residential Development, including the vacation of the Johnson Avenue ROW Vacation Parcels, the dedication of Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, a five-lot Final Plat of Johnson Avenue Subdivision, and a Redevelopment Agreement:

- A. **RESOLUTION NO. 25-___**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES COURT , LLC, AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT “A” - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois);
- B. **ORDINANCE NO. 25-___**: AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS, AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC);
- C. **ORDINANCE NO. 25-___**: AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS DEVELOPER R & M GENERAL CONTRACTORS, LLC, AND ST. JAMES COURT, LLC, AND THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC;
- D. **ORDINANCE NO. 25-___**: AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 SOUTH WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 SOUTH WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO FACILITATE THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL

SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION;
and

WHEREAS, as part of the conditions of approval of the Development, it is necessary for the Village, the Property Owner and the Developer to approve and enter into the attached “REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ST. JAMES COURT, LLC AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT “A” - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE, AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois)” (the “Redevelopment Agreement”) to provide for the redevelopment of the Property, including the construction of certain public improvements on behalf of the Village as described in the Redevelopment Agreement. A copy of the Redevelopment Agreement is attached hereto as **Exhibit “B”** and made a part hereof; and

WHEREAS, at an open public meeting held on April 24, 2025, the Village’s Planning and Zoning Committee (“Committee”) reviewed and discussed the proposed Development and the Development Documents, including the Redevelopment Agreement, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April 24, 2025, meeting, the Committee recommended that the Village Board approve the Development and the Development Documents, including the Redevelopment Agreement; and

WHEREAS, at open public meetings held on May 19, 2025, and July 21, 2025, the Village Board reviewed and discussed the Development, the Development Documents, including the Redevelopment Agreement, Plan Commission Recommendation No. 25-02 and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At the July 21, 2025, public meeting, the Village Board considered the findings and recommendations of the Plan Commission and the Committee, the input from the Village staff and the public, and agreed to approve the Development and the Redevelopment Agreement; and

WHEREAS, in accordance with the authority set forth in the applicable provisions of the DCO and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/11-15-1, and the contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970, the Village President and Board of Trustees of the Village of Western Springs approve the Redevelopment Agreement, and further find that the approval of the Redevelopment Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the general public.

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

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

SECTION 2: Approval and Execution of Redevelopment Agreement and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs authorize the approval and execution of the attached Redevelopment Agreement, substantially in the form attached

hereto as **Exhibit “B”**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village’s obligations under the Redevelopment Agreement.

SECTION 3: Delivery of Executed Redevelopment Agreement for Filing With the Cook County Clerk’s Office, Recording Division. After approval and execution of this Resolution and the Redevelopment Agreement, certified copies of this Resolution and a fully executed original of the Redevelopment Agreement shall be filed by the Village, at the Developer’s cost, with the Cook County Clerk’s Office, Recording Division. Thereafter, the Village shall provide the Developer with Cook County Clerk’s Office, Recording Division filed-stamped copies of this Resolution and the Redevelopment Agreement for purposes of record retention and compliance with the terms of this Resolution and the Redevelopment Agreement.

SECTION 4. Termination of Resolution for Failure of the Property Owner and the Developer to Develop the Property. This validity of this Resolution is subject to the Property Owner and the Developer developing the Property in accordance with the Redevelopment Agreement and the other Village-approved development documents relating to the Development. In the event the Property Owner and Developer do not develop the Property in accordance with the Redevelopment Agreement and the for other Village-approved development documents relating to the Development, upon written notice delivered to the Village Manager this Resolution shall automatically terminate without further action by the Village President and Board of Trustees of the Village and shall be void and unenforceable. If the Property Owner and the Developer do not proceed with the Development, the Property Owner and the Developer, and their successors, agree to waive all claims, causes of action and damages of any kind that the Property Owner and the Developer could file against the Village arising out of or related to the termination of the Village-approved documents related to the Development, including the repeal of this Resolution. The Property Owner and the Developer are required to provide written notice to the Village within five (5) calendar days of the date of the termination of the development agreement or contract that they have entered into related to the Property and the Development.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by State law.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

Legal Description of Parcel – 5129 Wolf Road, Western Springs, Illinois

LOT 3 IN ST. JAMES RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NUMBER 16886199), BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-319-025-0000

Legal Descriptions for the Johnson Avenue ROW Parcel:

THAT PART OF JOHNSON AVENUE LYING EAST OF A LINE BEING 30 FEET EAST OF THE CENTERLINE OF JOHNSON AVENUE TOGETHER WITH THAT PART OF JOHNSON AVENUE LYING WEST OF A LINE BEING 30 FEET WEST OF THE CENTERLINE OF JOHNSON AVENUE BEING ADJACENT TO PART OF LOT 6 IN BLOCK 13 AND PART OF LOT 6 IN BLOCK 14 IN SPRINGDALE UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO; (consisting of 1639.89 square feet)

PART OF LOT 1 AND 3 IN ST. JAMES COURT RESUBDIVISION OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS, BEING A RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NO. 16886199) RECORDED JUNE 14, 2016 AS DOCUMENT NO. 1616634051 BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (consisting of 654.74 square feet)

Exhibit "B"

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF WESTERN SPRINGS, ST. JAMES COURT, LLC, AND
R & M GENERAL CONTRACTORS, LLC FOR THE CONSTRUCTION
OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND
THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY
REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND
RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC,
PUBLIC SIDEWALK, AND PARKWAY AREA
(5129 South Wolf Road, Western Springs, Illinois)**

(attached)

After Recording Return To:
Michael T. Jurusik
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

Common Address:
5129 Wolf Road
Western Springs, Illinois 60558

Property Identification Number:
18-08-319-025-0000

This space for Recorder of Deeds Office use only

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF WESTERN SPRINGS, ST. JAMES COURT, LLC AND R & M GENERAL CONTRACTORS, LLC
FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND
THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK,
THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF
THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA
(5129 South Wolf Road, Western Springs, Illinois)**

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is dated the 21st day of July, 2025 (“**Effective Date**”), and is entered into by and between the **VILLAGE OF WESTERN SPRINGS**, an Illinois non-home rule municipal corporation (“**Village**”), St. James Court, LLC, an Illinois limited liability company, (the “**Property Owner**”) and **R & M General Contractors, LLC**, an Illinois limited liability company, with its principal corporate office located at 1923 West Diversey Parkway, Chicago, Illinois (“**Applicant**” or “**Developer**”), by and through their respective duly authorized agents and/or representatives. The Village and the Developer are at times referred to below individually as a “**Party**” and collectively as the “**Parties**”.

IN CONSIDERATION OF the mutual covenants and promises as contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village, a non-home rule municipality, is a duly constituted and existing municipality within the meaning of Section 1 (Municipalities and Units Of Local Government) and Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970.

B. The Village is authorized, under the provisions of Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law. The Village has the statutory authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, and to enter into contractual agreements with developers and redevelopers to achieve these objectives.

C. The Property Owner is the fee simple title owner of the real property commonly known as 5129 Wolf Road, which consists of one (1) platted lot zoned under the R2 Single-Family Residence District classification (the "Property"). The Developer has filed an application for the vacation of the Johnson Avenue cul-de-sac and a final plat of resubdivision with Village with supporting documents (the "Application") for the proposed redevelopment of the Property, on behalf of the Property Owner, with five (5) new residential homes in accordance with the applicable provisions of the Village's Development Control Ordinance ("DCO"). The Property Owner and the Developer may pursue the development of the Property as a 5-lot resubdivision or may pursue another alternate residential development plan for the Subject Property that is a permitted use under the R2 - Single-Family Residence District classification or may apply for Village zoning approval of an alternate development plan in accordance with the applicable Village Code provisions, including its Development Control Ordinance ("DCO"). For purposes of this Agreement, the construction of single-family homes on the five (5) single-family lots or another alternate Village approved development plan that is pursued by the Property Owner and the Developer or their successor(s) is collectively referred to as the "Development". A copy of the Application and the "Final Plat of Johnson Avenue Resubdivision" that was prepared by **Nekola Survey, Inc., dated July 11, 2025**, is on file with the Village's Community Development Department and is incorporated herein by reference.

D. By a Special Warranty Deed dated July 7, 2025, Chicago Synod of the Evangelical Lutheran Church in America (the "Church") conveyed fee simple title to the Property to the Property Owner. The Property Owner, the Developer and the Village have executed a "Consent and Waiver" to allow the Developer to enter into this Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The Property is approximately **one and thirty-eight hundreds (1.38) acres**. The Property Tax Index Numbers for the Property is 18-08-319-025-0000 (the "**Property PIN**"). The Legal Description of the Property is attached hereto as **Exhibit "B"** and made a part hereof.

E. The Property Owner and the Developer, at their cost, agree to: (a) the removal and disposal of the existing parking areas, driveway areas, accessory building and the primary building as well as the removal of the hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and restoration of the disturbed areas of Lot 6 with grass and replacement of any sidewalk squares that are damaged ("Church Demolition Work"); (b) the removal and disposal of the existing cul-de-sac from the Johnson Avenue right-of-way ("Public Property Removal Work"); (c) the construction of an extended Johnson Avenue right-of-way (i.e., new 66.00 foot wide by 120.00 foot asphalt paved area) and a new cul-de-sac approximately 120.00 feet south of the existing cul-de-sac area including curbs and gutters, pavement, parkway trees, grass and sidewalks, and then the dedication of such improvements to the Village ("Reconstruction of Cul-De-Sac Work"); (d) the filing of a Village-approved plat of subdivision for the Property with the Cook County Clerk's Office, Recording Division; and (e) redevelopment of the Property as a five-lot single-family residential development, including completion all of the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s), and stormwater drainage improvements and other private and public utilities, cooperation with the Village's vacation of the portions of the existing Johnson Avenue Cul-De-Sac adjacent to 5129 Wolf Road, 5120 Johnson Avenue, and 5121 Johnson Avenue that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way (the "Johnson Avenue ROW Vacation Parcels"), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-of-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the "Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac"), re-establishment of street, parkway, and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac) (the "Development"). The completion of the Church Demolition Work, the Public Property Removal Work, and the Reconstruction

of Cul-De-Sac Work are collectively referred to as the “Developer Site Work Obligations”. As a condition of approval of the Development, the Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use.

F. To allow the Property Owner and the Developer to construct the Development, the Church (prior property owner) and the Developer have requested that the Village agree to take certain actions relative to the Subject Property, including the approval of: (a) the repeal of Ordinance No. 95-1939 (Granting A Petition For A Conditional Use Permit For Lot “C” Except That Part In St. James Addition To Western Springs Resubdivision Of Part Of Lot “C” In Springdale Subdivision Unit 2 To Permit A Montessori School (St. James Lutheran Church, 5129 Wolf Road)) (the “1995 CUP Ordinance”); and (b) the repeal of Ordinance No. 16-2833 (An Ordinance Approving A Conditional Use Permit For Lot 3 Of A Three Lot Minor Resubdivision Known As “St. James 2nd Addition To Western Springs Resubdivision” For The Property Commonly Known As 5129 Wolf Road (St. James Evangelical Lutheran Church) For The Continued Operation Of A Church (And Other Group Assembly Uses) And Preliminary And Final Approval Of Development Plans For On-Site Improvements To Lots 1, 2, And 3 Of St. James 2nd Addition To Western Springs Resubdivision For Certain Parking Areas, Driveway Areas, Accessory Buildings, Landscape Buffer Areas, Fence Installation And Ingress And Egress Points At Johnson Avenue)) (the “2016 CUP Ordinance”).

G. Subject to the conditions of approval that the Property Owner and the Developer complete the “Developer Site Work Obligations”, at an open public meeting held on July 11, 2025, the Corporate Authorities of the Village approved the following “Development Documents”, which include this Redevelopment Agreement and its approving Resolution:

- (1) **ORDINANCE NO. 25-____**: AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS, AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC);
- (2) **ORDINANCE NO. 25-____**: AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS DEVELOPER R & M GENERAL CONTRACTORS, LLC, AND ST. JAMES COURT, LLC, AND THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC;
- (3) **ORDINANCE NO. 25-____**: AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 SOUTH WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING

A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 SOUTH WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO FACILITATE THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION; and

- (4) **RESOLUTION NO. 25-___**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES COURT, LLC, AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT "A" - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois).

H. While there appears to be no zoning relief needed for the Developer, on behalf of the Property Owner, to construct the five (5) single-family detached houses on the Property based on the submitted preliminary Site Plan, if zoning relief is determined to be required to construct the Development, the Property Owner and the Developer agrees to apply for and use commercially reasonable efforts to secure all required zoning and development permit approvals from the Village and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the construction of the Development.

I. The construction of the Developer Site Work Obligations shall be in conformance with the Village-approved Final Site Demolition and Site Restoration Plans and/or Final Development Plans, as amended by any Village-approved zoning relief and development entitlements and any approval conditions and requirements imposed by other governmental oversight agencies. The Property Owner and the Developer agree to actively participate in good faith in all required zoning hearing proceedings and development permit processes and all other permits and approvals from other governmental oversight agencies in order to secure final approvals that allow for the completion of the Developer Site Work Obligations.

J. To receive a site development permit or a construction permit for completion of the Developer Site Work Obligations, the Property Owner or the Developer is required to submit and obtain the plan approval of a set of Final Site Demolition and Site Restoration Plans for the reconfiguration of the right-of-way by the Village Engineer and the Community Development Department Director, or their designees, and all required amendments issued by any other governmental authority with jurisdiction over the Development, and proof of approval of all necessary development or governmental permits issued by any other governmental authority with jurisdiction over the Developer Site Work Obligations. The Parties agree that Village approval of a site development permit or a construction permit for completion of the Developer Site Work Obligations and plan approval of a set of Final Site Demolition and

Site Restoration Plans are not conditioned upon the Property Owner and the Developer constructing the Development.

K. In addition to the completion of the Developer Site Work Obligations, the Property Owner and the Developer agrees to construct all components of “Infrastructure” and “Public Infrastructure” (as defined below) that are required by the “Requirements of Law” (as defined below) for the completion of the Developer Site Work Obligations.

L. The Property Owner and the Developer shall use all commercially reasonable efforts to complete Developer Site Work Obligations and shall work continuously to achieve their completion once such work commences.

M. The foregoing Recitals of this Section 1 are material terms and provisions and are incorporated herein and made a part of this Agreement.

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms have the following meanings, unless a different meaning is required by the context:

A. “Approved Plans”: See **Subsections 4.A. and 4.B.** of this Agreement, consisting of the Village-approved Final Site Demolition and Site Restoration Plans and the Final Street/Parkway construction and restoration-Plans.

B. “Approval Resolution”: **Western Springs Resolution No. 25-_____** approving this Agreement.

C. “Board of Trustees” or “Corporate Authorities”: The President and Trustees of the Village of Western Springs.

D. “Certificate of Completion”: Means a certificate, issued by the Village, that confirms: (a) the Development has been completed in substantial conformance with the Development Documents and the Village-approved Final Development Plans; or (b) substantial completion of any significant milestone component of the Development (e.g., completion of the Infrastructure or the Developer Site Work Obligations), as applicable.

E. “Change in Law”: Means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon. Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, State or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or State court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial

or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

F. “Developed Lot”: Each platted lot, which may be developed with a single-family home and other related improvements (e.g., driveway, sidewalk and landscaping) or with another alternate residential development plan or an alternate development plan by the Developer, or its successor owner(s), in accordance with all applicable Village Code provisions, including its DCO, and all required Village and other governmental agency regulatory approvals.

G. “Developed Lot Owners”: Each of the initial purchasers of and all successor owners of each Developed Lot.

H. “Development Director”: The Village’s Community Development Department Director.

I. “Developer”: Includes R & M General Contractors, LLC and its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property.

J. “Developer Site Work Obligations”: Includes the Church Demolition Work, the Public Property Removal Work, and the Reconstruction of Cul-De-Sac, as those terms are defined above in Section 1 (Recitals). The Developer Site Work Obligations may also include extending and stubbing of the private water and sewer utilities for the future single-family detached houses constructed on the Property.

K. “Developer Site Work Obligations Cost Estimate”: See **Subsection 4.B.** of this Agreement.

L. “Effective Date”: The date that the last signatory signs this Agreement, which shall be written in the first paragraph of this Agreement.

M. “Force Majeure”: See definition of Uncontrollable Circumstance and **Subsection 17.N.** of this Agreement.

N. “IDOT”: The Illinois Department of Transportation.

O. “IEPA”: The Illinois Environmental Protection Agency.

P. “Infrastructure”: All utilities including without limitation drinking water, sanitary sewer, storm sewer and detention basins, electric, gas, and telecommunication; stormwater system elements including without limitation detention facilities, streets, cul-de-sac, drive aisles, driveways, drive aprons, curbs, gutters, street lights, and parking spaces; sidewalks, other pedestrian ways, pedestrian amenities, pedestrian lighting, way-finding signs, and parkway trees, parkway restoration and other parkway landscaping; and all related improvements for the Development, whether private or public, and whether within the Property or within adjacent rights-of-way and property.

Q. “LOC”: An irrevocable letter of credit issued by a lending institution licensed to do business in the State of Illinois, on a form approved by the Village Attorney.

R. “MWRD”: The Metropolitan Water Reclamation District of Greater Chicago.

S. “Private Infrastructure”: All Infrastructure other than Public Infrastructure, including the Stormwater Conveyance System.

T. “Property”: The real property legally described in **Exhibit “B”** attached to this Agreement.

U. “Public Infrastructure”: Infrastructure that is being dedicated to the Village or to other governmental agencies, including without limitation drinking water mains (but not water service lines to buildings), public street light poles(s), water hydrants, sanitary sewers, parkway trees, parkway restoration and other parkway landscaping, storm sewers, sidewalks, and other elements determined by the Village. In the event of any ambiguity, the Village will determine whether an Infrastructure element is public or private.

V. “Director of Engineering Department”: The Village’s Village Engineer.

W. “Reimbursable Costs”: See **Section 8** of this Agreement.

X. “Requirements of Law”: All applicable federal, County and State of Illinois laws, statutes and administrative regulations, the Zoning Code, the Village Code, and the Village’s building, stormwater management, and other codes and regulations. The 2006 International Building Code will apply to architectural and structural plans and specifications for all buildings within the Development unless preempted by the State of Illinois or federal law or the Village designates, in writing, other applicable standards. Otherwise, Village-adopted model codes will apply and State of Illinois building codes will apply in the absence of an applicable Village-adopted model code. Accessibility standards of the Americans with Disabilities Act (42 U.S. Code § 12101) will apply to all common areas. The 2006 International Building Code reference to 2009 ICC Accessible and Usable Buildings and Facilities (ANSI) (2003 Safe Harbor of FHA) in conjunction with the standards of the Illinois Accessibility Code will be followed for all residential units.

Y. “Site Work”: Grading land, excavating soil and debris, environmental remediation, installation of underground utilities, and similar activities in anticipation of vertical construction on one or more of the Developed Lots. Components of Site Work will be completed as part of the completion of the Developer Site Work Obligations.

Z. “Stormwater Conveyance System”: **RESERVED.**

AA. “Uncontrollable Circumstance”: An event that is beyond the reasonable control of and occurs without the fault of the involved party, including without limitation the following events: (i) an insurrection, riot, civil disturbance, sabotage act of a public enemy, explosion, nuclear incident, war, or naval blockade; (ii) an epidemic, pandemic, hurricane, tornado, landslide, earthquake, lightning, fire windstorm, or other casualty or act of God, or persistent bad weather that impedes progress; (iii) a government condemnation or taking; (iv) a strike, lockout, or other labor dispute other than those caused by the unlawful acts of the Developer; and (v) a Change in Law. Uncontrollable Circumstance does not include any of the following events or conditions: Economic hardship, impracticability of performance, commercial, economic or market conditions, or a failure of performance by a contractor (except as caused by an event that is an Uncontrollable Circumstance as to that contractor). See **Subsection 17.N.** regarding Force Majeure.

BB. “Village Code”: The Western Springs Code of Ordinances.

CC. “Village Manager”: The Western Springs Village Manager, or their designee.

DD. "Zoning Code" or "DCO": The Western Springs Development Control Ordinance.

SECTION 3. PROPERTY ACQUISITION; TERMINATION.

A. **Property Acquisition.** Based on a Special Warranty Deed dated July 7, 2025, the Church conveyed fee simple title to the Property to the Property Owner. .

B. **Termination of Agreement if the Property Owner and the Developer Do Not Develop Property.** In the event the Property Owner and the Developer fail to commence or commence and then fail to complete the Developer Site Work Obligations, the Village, at the Property Owner's and the Developer's cost, may, but is not obligated to, complete the Developer Site Work Obligations, subject to the terms, provisions and obligations of the Redevelopment Agreement, and the Village may use the security posted by the Property Owner and the Developer to ensure the completion of the Developer Site Work Obligations. **Extension of 12-Month Automatic Termination Provision.** The Corporate Authorities of the Village, in their sole discretion, may approve an addendum to this Agreement that extends the 12-month automatic expiration provision so that the Property Owner and the Developer has additional time to develop the Property. The Property Owner and the Developer agree to waive any claims or causes of action for damages of any kind that they could file against the Village for not passing an addendum that extends the 12-month automatic expiration provision so that the Property Owner and the Developer have additional time to develop the Property. The Property Owner and the Developer, and their successors, also agree to indemnify, defend and hold harmless the Village and its appointed and elected officials, employees, engineers, attorneys, agents and representatives from any claims or causes of action or damages of any kind that could be filed against the Village by the Property Owner, the Developer or any other person for not passing an addendum that extends the 12-month automatic expiration provision so that the Property Owner and the Developer has additional time to develop the Property. If the Property Owner and the Developer do not proceed with the Development, the Property Owner and the Developer, and their successors, agree to waive all claims, causes of action and damages of any kind that the Property Owner and the Developer could file against the Village arising out of or related to the termination of the Village-approved documents related to the Development, including the termination of this Agreement. The Property Owner and the Developer are required to provide written notice to the Village within five (5) calendar days of the date of the termination of the development agreement or contract that they have entered into related to the Property and the Development.

SECTION 4. DEVELOPMENT PLANS.

A. **Site Demolition and Site Restoration Plans.** Prior to the issuance by the Village of any site development permit or a construction permit for completion of the Property Owner and the Developer Site Work Obligations, as applicable, the Developer is required to submit and obtain the approval of a set of detailed Final Site Demolition and Site Restoration Plans for the Developer Site Work Obligations, which shall be attached to this Agreement as **Exhibit "D"** after Village plan review approval by the Development Director, Director of Law Enforcement, the Director of the Engineering Services, the Village Attorney and other Village consultants (collectively, the "Village Staff") as part of the Village development plan review process. These Plans shall be returned to the Developer for updating and corrections to comply with the Village Staff's development plan review comments and requirements (the "Approved Plans"). The final version of the Approved Plans shall be stamped by a licensed engineer or signed by a licensed architect. The Property Owner and the Developer may re-submit updated Final Site Demolition and Site Restoration

Plans to address the Village Staff's plan review comments and requirements. If the Property Owner and the Developer objects to any of the Village Staff's development plan review comments and requirements, the Property Owner and the Developer may file a written request with the Village Board seeking approval of a modification(s) to the Village Staff's development plan review comments and requirements, which may or may not be granted by the Village Board, in its sole discretion, at an open public meeting. The Approved Plans, at a minimum, shall consist of final versions of:

- (i) Detailed demolition plans.
- (ii) Detailed, dimensioned grading plans.
- (iii) Detailed site restoration plans.
- (iv) Such other plans and documents reasonably required by the Village Staff.

B. **Development Plans.** The Property Owner and the Developer are seeking the construction of five (5) single-family residences. **Exhibit "C"** contains the development plans Site Development Plans prepared by Gabriel Group, Inc. and revised dated June 3, 2025.

C. **Developer Site Work Obligations Cost Estimate.** The Property Owner and the Developer must prepare an estimate of the cost of construction of the Developer Site Work Obligations (the "Developer Site Work Obligations Cost Estimate") and submit the estimate to the Village prior to the issuance by the Village of any permit for demolition, Site Work or other construction activity. The Director of Engineering Services will review, revise as necessary, and approve the Developer Site Work Obligations Cost Estimate.

SECTION 5. DEVELOPMENT AND USE OF THE PROPERTY.

A. Commencement and Completion of Construction.

- (i) The Property Owner and the Developer intend to commence the Developer Site Work Obligations no later than twelve (12) months after the Village Board's approval of this Agreement (the "**Anticipated Commencement Date**"), subject only to Force Majeure or an extension of the Commencement Date (defined below) as approved by the Village under **Subsection 3.D.**
- (ii) The date the Property Owner and the Developer receive a Village site development permit or a construction permit authorizing work to proceed on the Developer Site Work Obligations shall be the "**Commencement Date**".
- (iii) Completion of the Developer Site Work Obligations shall substantially comply with the provisions of this Agreement and each of the conditions of approval set forth in this Agreement.
- (iv) Completion of the Developer Site Work Obligations shall substantially comply with, and be substantially completed in accordance with, the timeframes outlined on Developer's "Construction Schedule", attached hereto as **Exhibit "F"** and incorporated herein (the "Construction Schedule").
- (v) Notwithstanding any other provision in this Agreement or the timeframes outlined in the Construction Schedule, the Developer Site Work Obligations shall be completed no later than twenty-four (24) months after the Commencement Date

of such work, subject to Force Majeure, with the actual date of Substantial Completion being the “**Substantial Completion Date**”.

- (vi) “Substantial Completion” or “Substantially Completed” shall mean that the Developer Site Work Obligations are eligible to receive a Village-issued Certificate of Completion by the Development Director, and the related public improvements are completed to the Village’s dedication standard, to the extent applicable to such public improvements.

B. **Substantial Compliance with Approved Plans.** Except for minor alterations due to field conditions approved by the Village Engineer or the Development Director, the completion of the Developer Site Work Obligations shall substantially conform with: (i) this Agreement; (ii) the Approved Plans; (iii) the Requirements of Law; and (iv) were not rejected by the Village during the plan review phase of the Developer Site Work Obligations, within the applicable portion of the Construction Schedule.

C. **Plat of Subdivision; Easement for Public Access.** The proposed five (5) single-family lots will be platted lots adjacent to existing, dedicated and improved Village rights-of-way consistent with the Village-approved Final Plat of Johnson Avenue Resubdivision. The Property Owner and the Developer shall construct a sidewalk section five (5) feet by ten (10) feet to connect the re-established sidewalks within the cul-de-sac right-of-way with Springdale Park located to the south of the Property. The Property Owner shall include in the deeds for Lot 4 and Lot 5 of the Development a covenant that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use.

D. **Development – Prior to Property Acquisition or Issuance of Permits.** No work on the Developer Site Work Obligations nor any construction, improvement or development of any kind by the Property Owner and the Developer shall be permitted on any portion of the Property unless and until the Property Owner or the Developer has been issued either a Village site development permit or a Village demolition permit. The Developer or the Property Owner may request approval for a demolition permit and proceed to demolish the existing structures on the Property, provided that the Developer completes all required site restoration work related to the demolition work. This demolition and site restoration work may be performed independent of commencing work on the other components of the Developer Site Work Obligations.

E. **Development – Failure to Complete.** In the event that the Property Owner or the Developer fails to complete the Developer Site Work on or prior to the Substantial Completion Date, or fails to comply with the Construction Schedule (in either case, subject to Force Majeure), and such failure continues for more than thirty (30) calendar days after notice thereof by the Village to the Property Owner and the Developer, then:

- (i) The Village, by delivery of written notice to the Property Owner and the Developer, may require the Property Owner and the Developer to submit, within fifteen (15) calendar days, a plan pursuant to which the Property Owner and the Developer will: (i) avoid falling further behind the dates set forth in the Construction Schedule; and (ii) complete construction in accordance with the Construction Schedule, as modified, to reflect the “catch-up” plan (a “**Catch-Up Plan**”), for approval by the Village Manager, which approval shall not be withheld unreasonably, provided that the Catch-Up Plan has been approved

by the Property Owner's and the Developer's construction lender (the "Lender"). At such time as the Village has approved a Catch-Up Plan, the Property Owner and the Developer shall use commercially reasonable efforts to implement, and diligently pursue and complete, the activities of the Catch-Up Plan.

- (ii) If the Property Owner and the Developer fails to timely: (i) submit a Catch-Up Plan to the Village that has been approved by the Lender, or (ii) implement or complete the Catch-Up Plan; which failure continues for more than thirty (30) calendar days, then the Property Owner and the Developer shall be deemed to be in default under the Catch-Up Plan and the Village shall have the right, but not the obligation, to hire a replacement contractor to complete the unfinished Developer Site Work Obligations ("Default Work") and shall have the right to use the Developer Security (as defined below) to pay the contractor to complete such Default Work. Upon such a default by the Property Owner and the Developer, subject to and in accordance with the terms and conditions of any construction financing agreement, the Lender will have the right, but not the obligation, to exercise and perform the Property Owner's and the Developer's rights and obligations under this Agreement, including the hiring of a replacement contractor to complete the Default Work and/or to complete the Developer Site Work Obligations, the unfinished Infrastructure work or any incomplete portion of the Development. If the Village elects to complete the Default Work, then the Property Owner and the Developer shall be obligated to pay, or to reimburse the Village for, all costs and expenses of completing such work that are in excess of the proceeds of the construction financing agreement and the Property Owner's or the Developer's Security.
- (iii) The Property Owner and the Developer shall be responsible for all costs and expenses to prepare and implement and complete the Catch-Up Plan.
- (iv) The rights and remedies set forth in this **Subsection 5.E.** shall be the sole remedies available to the Village for the failures specified in this Subsection; provided that the Village shall have: (i) the remedy of specific performance to enforce the obligations of Property Owner and the Developer pursuant to the terms and conditions of this Subsection; and (ii) the right to recover from the Property Owner and the Developer all costs and expenses, including reasonable attorney fees, incurred by the Village in connection with exercising its rights and remedies under this Subsection, together with interest at the rate of eight percent (8%) per annum on any Village funds expended prior to reimbursement from the Developer Security.

F. **Dedication of Land.** The Property Owner and the Developer agree to dedicate land to the Village for the Reconstruction of Cul-De-Sac, i.e., the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac. The land dedication shall be included in the Village-approved Final Plat of Johnson Avenue Resubdivision. The Property Owner and the Developer are also required to dedicate any land to the Village or to any other governmental agency within the Village pursuant to Section 10-10-14 (Dedication of Park Lands and Schools Sites or Payment of Fees In Lieu Thereof) of the DCO. The payment in lieu of the dedication will be paid at the time of the building permit issuance for each house and be based on the DCO calculation contained in Section 10-10-14.

G. **Development Covenants, Conditions, and Restrictions.** The Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto

Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use.

H. **Maintenance of and Damage to Public Property and Off-Site Improvements.** During the performance of the Developer Site Work Obligations, the Property Owner and the Developer must: (i) maintain all streets, sidewalks, and other public property adjacent to the Property in a good and clean condition and free of hazards at all times, (ii) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Property Owner and the Developer or any agent of or contractor hired by, or on behalf of, the Property Owner or the Developer, and (iii) repair or replace all damage to any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Property that may be caused by the activities of, or on behalf of, the Property Owner and the Developer or any employees, contractors, subcontractors or agents hired by, or on behalf of, the Developer. The Property Owner and the Developer agree to promptly repair or replace or restore such damaged improvements with like-kind and like-quality materials. If, within twenty-four (24) hours after the Village gives the Property Owner and the Developer notice to clean mud, dirt, or debris or to repair damage in compliance with this Subsection, the Property Owner and the Developer neglect or fail to clean or repair or to undertake with due diligence to clean or repair the affected public property, then the Village may clean or repair the affected property, either with its own forces or with contracted forces, and recover from the Property Owner and the Developer the greater of \$750.00 or the sum equal to the total cost incurred by the Village including without limitation administrative costs.

I. **Environmental Conditions.** The Property Owner and the Developer must remain in compliance with all applicable federal and State of Illinois environmental laws and regulations while completing the Developer Site Work Obligations and constructing the Infrastructure and the Development.

J. **Building Certification.** RESERVED.

K. **Estimated Development Costs and Construction Budget.** RESERVED.

L. **Development Financing.** RESERVED.

M. **Developer Site Work Obligations.** The Developer shall comply with each of the following Developer Site Work Obligations:

- (1) The Property Owner and the Developer, at their cost, shall complete the Developer Site Work Obligations in anticipation of the construction of the Development in general conformance with the Site Plan (**Exhibit "C"**), subject to Village plan review amendments and Village approval of the final set of Site Demolition and Site Restoration Plans by the Village Development Director.
- (2) After issuance of a Village site development permit or demolition permit for the completion of the Developer Site Work Obligations, the Property Owner and the Developer, at their cost, shall promptly complete the Developer Site Work. A demolition permit for the existing structures can be issued independently of the permit for the Developer Site Work Obligations, provided that the Property Owner

and the Developer complete all required site restoration work related to the demolition work.

- (3) To be eligible for the issuance of a Village site development permit or demolition permit to commence work on the Developer Site Work Obligations, the Property Owner and the Developer, at their cost, shall comply with the **Director of Engineering Services' and Director of Municipal Services' preliminary comments to the Developer dated April 9, 2025**, as amended or modified by the Director of Engineering Services and the Director of Municipal Services.
- (4) Pursuant to **Section 9** below, the Property Owner or the Developer shall post with the Village, at the time the Village issues a site development permit or a construction permit for the Developer Site Work Obligations, an irrevocable letter of credit in the amount of one hundred ten percent (110%) of the Developer Site Work Obligations Cost Estimate, as determined by the Village Engineer (the "Performance LOC") for the benefit of and which may be called by the Village that ensures the completion of the Developer Site Work Obligations. The Performance LOC shall be posted with the Village and then renewed by the Property Owner or the Developer, at its cost, prior to the issuance of the Village site development permit or construction permit for the Developer Site Work Obligations through the Village's issuance of the Certificate of Completion for the Developer Site Work Obligations, which shall not be unreasonably withheld nor delayed. Per Section 10-10-19(B)(2) of the DCO, the Performance LOC shall be released on a percentage basis that equates to the portion of the Property being developed, but the Developer Security shall not be reduced below twenty-five percent (25%) of its initial value until the Village's issuance of the Certificate of Completion for the Developer Site Work Obligations. The Village shall retain twenty-five percent (25%) of the value of the initial Performance LOC for a two (2) year warranty period after the Village's issuance of the Certificate of Completion (the "Developer Security").
- (5) The Developer shall comply with all Requirements of Law that are applicable to the performance of the Developer Site Work Obligations.

SECTION 6. CONSTRUCTION AND MAINTENANCE OF DEVELOPER SITE WORK OBLIGATIONS.

A. **Developer's Duty to Construct the Developer Site Work Obligations.** The Property Owner and the Developer, at their cost, must construct and install all of the Developer Site Work Obligations.

B. **Standards Applicable to Infrastructure.** The following standards apply to the construction of the Infrastructure:

- (i) **General Standards.** All of the Developer Site Work Obligations must be constructed in compliance with the standards in this Agreement and all Requirements of Law. All work performed in the construction of the Infrastructure must be conducted in a good and workmanlike manner. All materials used for construction of the Infrastructure must be new and of first-rate quality.

- (ii) Special Standards; Special Construction Methods. Construction of the Infrastructure must conform to the applicable standards of the MWRD, IDOT, Cook County and the IEPA.
NOTE: While installing the storm sewer within the north ten (10.00) foot side yard utility easement of the 5124 Caroline Avenue parcel (PIN: 18-08-309-024-0000), the Property Owner and the Developer, at their cost, shall install the storm sewer via a directional boring installation method from the west edge of the 5124 Caroline Avenue parcel to the storm sewer main located in the Caroline Avenue right-of-way to avoid disturbing the side yard area of the 5124 Caroline Avenue parcel.
- (iii) Prosecution of the Work. Once Site Work has begun, the Property Owner and the Developer and all of its contractors must use commercially reasonable efforts to prosecute work on the Infrastructure in a diligent manner until the work is properly completed.
- (iv) Inspection, Engineering, Testing Services. The Property Owner and the Developer must provide, at their cost, all inspection, engineering and testing for construction of the Developer Site Work Obligations, including without limitation: (a) on-site construction supervision services, (b) periodic inspections of construction of the Public Infrastructure conducted by a professional engineer, and (c) third-party materials sampling and testing services. The Property Owner and the Developer must promptly provide the Village with the names of the project manager and project engineer and telephone numbers at which the project manager and project engineer can be reached at all times.
- (v) Village Inspections and Approvals. Village representatives have the right and authority, and the permission of the Property Owner and the Developer, to inspect all work on the Developer Site Work Obligations at all times between 8:00 a.m. and 6:00 p.m. weekdays, and at any other time work is taking place within the Property, and in the case of an emergency at any time reasonably determined by the Village, to confirm compliance with all requirements of this Agreement and all Requirements of Law.
- (vi) Other Approvals. When the construction of Developer Site Work Obligations requires the permission or approval of a regulatory agency, including without limitation the MWRD, IDOT, Cook County or the IEPA, then the Developer must use all commercially reasonable efforts required to obtain the required permission or approval. The Property Owner and the Developer may not commence work requiring the permission or approval of any such agency in advance of receiving that permission or approval.

C. **Approvals of Infrastructure.** When an improvement included in the Developer Site Work Obligations has been completed in accordance with the Approved Plans, the Property Owner and the Developer must request final inspection and approval of that improvement by the Village. The Village will inspect that improvement and may prepare a punch list of items requiring repair or correction. The Property Owner and the Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village will promptly approve an improvement only after it has been fully and properly completed in accordance with the Approved Plans, including without limitation completion of all punch list work for that Infrastructure improvement.

D. **Dedication and Acceptance of Public Infrastructure.** The Property Owner will dedicate to the Village each Public Infrastructure improvement included in the Developer Site Work Obligations after it is approved by the Village. The Village will accept a Public Infrastructure improvement when it has been fully and properly completed, but nothing will constitute an acceptance by the Village of a Public Infrastructure improvement except an expressly written acceptance by the Village. Prior to the Village's acceptance, the Property Owner must execute, or cause to be executed, all documents reasonably

requested by the Village to transfer ownership of the Public Infrastructure improvement to the Village, free and clear of all liens, claims, and encumbrances or restrictions that would prevent the Village from operating, maintaining, repairing, or replacing that Public Infrastructure improvement. The documents transferring ownership of a Public Infrastructure improvement to the Village (e.g., Bill of Sale, Affidavit of Title, etc.) must be in substantially the forms attached to this Agreement as **Exhibit “E”**, with minor revisions as may be requested by the issuer and approved by the Village Attorney. The Developer may also request the release of this Agreement in a recordable form that is reasonably acceptable in form and substance to the Village Attorney.

E. **Infrastructure Guarantees.** The Property Owner and the Developer guarantee the prompt and satisfactory correction of every defect or deficiency in any Public Infrastructure that occurs or becomes evident within two (2) years after Village approval and acceptance of the Developer Site Work Obligations. If any defect or deficiency occurs or becomes evident during the two (2) year period, then the Village will give notice to the Developer stating the defect or deficiency and the Property Owner and the Developer must correct the defect or deficiency within thirty (30) calendar days after receipt of the notice or, if the defect or deficiency cannot reasonably be corrected within that 30-day period, then within a longer period of time as is reasonably necessary to correct the defect or deficiency so long as the Property Owner and the Developer have promptly commenced and uses commercially reasonable efforts to diligently pursue the correction. If the defect or deficiency is not corrected within the required time period, then the Village may undertake the correction and then the Village will have the right to draw from the performance securities deposited pursuant to **Section 9** of this Agreement to reimburse itself for all costs and expenses incurred in making the correction. If any Public Infrastructure is repaired or replaced by the Property Owner and the Developer pursuant to the demand of the Village, then the guaranty provided by this **Subsection 6.E.** will be extended, as to the repair or replacement, for two (2) full years after the date of completion of the repair or replacement.

F. **Perpetual Maintenance of Private Infrastructure.** RESERVED.

G. **Abandonment of Construction.** If the Property Owner and the Developer abandons the Developer Site Work Obligations or any part of the demolition of the existing structures, then the Developer, within ninety (90) calendar days after notice from the Village, must: (i) remove all partially constructed improvements from the Property, (ii) backfill all excavations, and (iii) spread topsoil and plant grass seed throughout the Property, all to the satisfaction of the Village (collectively the “Required Restoration”). If the Property Owner and the Developer abandons work on the Developer Site Work Obligations or the Infrastructure prior to completion, then the Village may call the Performance LOC and use those funds to complete the Developer Site Work Obligations and the Infrastructure. For purposes of this **Subsection 6.G**, “abandons” means cessation of construction for a continuous period of ninety (90) calendar days for any reason other than Force Majeure. If the Property Owner and the Developer fails or refuses to complete the Required Restoration within the 90-day period, or such longer period of time as is reasonably necessary to complete the Required Restoration so long as the Property Owner and the Developer has promptly commenced and uses commercially reasonable efforts to diligently pursue the Required Restoration, then the Village will have, and is granted in addition to all other rights afforded to the Village in this Agreement and by law, the right, at the Village’s option, to hire a contractor to complete part or all of the Required Restoration. Thereafter, the Village may charge the Developer an amount equal to the Village’s actual costs of the Required Restoration including without limitation contractor costs, disposal costs, administrative personnel fees and costs, and legal fees (collectively the “Charged Amount”). If the Charged Amount is not paid by the Property Owner and the Developer within thirty (30) calendar days after notice from the Village, then the Charged Amount, and all costs incurred by the Village

related to collection of the Charged Amount (the “Collection Costs”), may be deducted from the Developer Security and will become a lien against the Property, and the Village will have the right to collect the Charged Amount and the Collection Costs and to enforce the lien in the same manner as mortgage foreclosure proceedings.

H. **Progress Meetings.** At all times, the Property Owner, the Developer, and the Village shall each have an individual designated as the Property Owner’s, Developer’s and the Village’s primary point of contact for matters related to this Agreement. The Property Owner, the Developer, and the Village shall meet on a monthly basis, or on such other schedule mutually agreeable to the Parties, with the Development Director, or their designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Developer Site Work Obligations. Appropriate Property Owner and the Developer personnel shall attend the meeting on behalf of the Property Owner and the Developer and the Village, and shall provide and exchange information regarding the status of construction and occupancy, pending permit requests and other appropriate information.

I. **Village Construction Manager Consultant.** The Village reserves the right to hire a construction manager consultant to assist the Village and its staff with all aspects of the Developer Site Work Obligations, including but not limited to compliance with the terms of this Agreement, the plan review process, inspections, reporting and oversight of the construction of the Development. The compensation and other employment benefits payable to the construction manager consultant for their work relative to the Development qualifies as a charge under the Reimbursable Costs.

J. **“As-Built” Plans.** The Property Owner and the Developer, at their cost, shall prepare and provide to the Development Director one (1) electronic copy of the “As-Built” Final Site Demolition and Site Restoration Plans and the “As-Built” Developer Site Work Obligations Plan, with all minor modifications and in-field adjustments shown, prior to the scheduling of the final inspection and the Certificate of Completion.

SECTION 7. CONSTRUCTION STAGING, TRAFFIC, PARKING; STREETS.

A. **Construction Staging.** The staging of construction work and materials must be in conformance with the Village-approved construction staging plan. The Property Owner and the Developer must submit a staging plan for Village review and approval prior to the issuance of the site development permit or construction permit for the performance of the Developer Site Work Obligations.

B. **Designated Traffic Routes.** The Village, in consultation with the Property Owner and the Developer, may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to particular streets.

C. **Parking.** All construction-related vehicles, including passenger vehicles and construction equipment, must be parked within the Property or in areas specifically designated in advance in writing by the Village.

D. **Streets, Sidewalks, and Other Rights-Of-Way.** Any work on streets, sidewalks, and other rights-of-way related to the Development, public or private, must meet the following standards:

- (i) **Compliance with Plans.** All work must comply with the Village-approved plans for that work.

- (ii) Protection of Final Surface Course; Restoration. Except with the prior express written consent of the Village, no construction traffic may use any improved public right-of-way after installation of the final surface course of that right-of-way. If the Developer uses an improved public right-of-way for construction traffic, then the Developer must keep that right-of-way free and clear of mud, dirt, debris, obstructions and hazards, and must, after the use is no longer necessary, restore and repair that right-of-way to Village standards.

SECTION 8. DEVELOPER PAYABLE COSTS, FEES AND EXPENSES, AND ESCROW RELATED TO THE DEVELOPER SITE WORK OBLIGATIONS.

A. **Negotiation, Review, Inspection Fees.** In addition to all other costs, payments, fees, or other charges required by this Agreement or by the Requirements of Law or by the Village Code, the Property Owner and the Developer must pay to the Village, promptly after receipt of a written demand or demands for payment:

- (i) All reasonable reimbursable costs, fees, payments, charges, and expenses (collectively "Reimbursable Costs") for outside engineering, outside legal, and other outside consulting or administrative services incurred or accrued in connection with the review and processing of plans filed under this Agreement and in connection with the negotiation, preparation, consideration and review of this Agreement, at the standard rates charged to the Village, as required by the Village Code. All Reimbursable Costs for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement must be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village.
- (ii) All Reimbursable Costs for inspections of the Developer Site Work Obligations conducted by outside inspectors.
- (iii) All Reimbursable Costs incurred by the Village for publications and recordings required in connection with the Development or the Property.

B. **Other Village Fees.** In addition to all other Reimbursable Costs required by this Agreement, the Property Owner and the Developer must pay to the Village or other governmental agency with oversight jurisdiction over the Developer Site Work Obligations: (i) all standard application, plan review, inspection, and permit fees, (ii) all standard water and sewer fees, tap-on fees, and charges, (iii) compensation for trees removed from public parkways or other public right-of-way, (iv) all costs for replacement trees, and (v) all other standard fees, charges, impact fees to the Village and to any other governmental agency with an impact fee ordinance and contributions pursuant to the Requirements of Law and the Village Code, as applicable.

C. **Reimbursement for Village Work on Utilities.** If, during construction of the Developer Site Work Obligations, the Developer discovers a water main, sewer main, or other utility that must be relocated or capped to avoid conflict with the completion of the Developer Site Work Obligations, then the Property Owner and the Developer and the Village will determine how, where, and by whom the utility will be relocated or capped, and the Property Owner and the Developer must pay all costs and expenses of that relocation or capping. The Village shall identify all water, sewer or other applicable utility infrastructure on the Village-approved Final Site Demolition and Site Restoration Plans as part of the plan review approval process.

D. **Developer Escrow.** The Property Owner and the Developer shall maintain a “Developer Cash Escrow” with the Village for purposes of payment of the reasonable Reimbursable Costs and other costs payable to the Village by the Developer as required by this Agreement, and shall comply with the funding terms of the Developer Escrow as set forth in this Agreement and **Section 9** below.

SECTION 9. PERFORMANCE SECURITY.

A. **Developer Cash Escrow; Letter of Credit (“LOC”).** As security to the Village for the performance by the Property Owner or the Developer of the Developer’s obligations to construct and complete the Developer Site Work Obligations pursuant to and in accordance with this Agreement, the Developer shall deposit with the Village the following:

- (i) **Developer Cash Escrow.** The sum of \$25,000.00 cash (the “Developer Cash Escrow”) shall be paid by the Developer or the Property Owner to be held by the Village and drawn on to reimburse the Village for Reimbursable Costs incurred by the Property Owner or the Developer described in **Section 8** above. Any interest earned on the Developer Cash Escrow will be added to the escrow, but the Village is not required to cause interest to be earned. If draws on the Developer Cash Escrow reduce the balance in the Escrow to \$5,000.00 or below at any time, then the Developer must restore the Developer Cash Escrow to a level determined by the Village (but not exceeding \$25,000.00) until the Certificate of Completion is issued by the Village for the Developer Site Work Obligations. Any money remaining in the Developer Cash Escrow will be distributed to the Property Owner or the Developer within thirty (30) calendar days after notice from the Property Owner or the Developer to the Village requesting release of such funds, after issuance of the Certificate of Completion for the Developer Site Work Obligations.
- (ii) **Performance and Payment Letter of Credit.** A performance and payment letter of credit in an amount equal to one hundred ten percent (110%) of the cost to complete the Developer Site Work Obligations and the Infrastructure Cost Estimate (the “Performance LOC”) in the form required in **Subsection 9.E.** below.
- (iii) **Condition Precedent.** The deposit of the Performance LOC and the Developer Cash Escrow is a condition precedent to issuance of any permit by the Village for work on the Developer Site Work Obligations.
- (iv) **Draw On Performance LOC.** Prior to completion of the Developer Site Work Obligations, if the Village is required to draw on a Performance LOC by reason of the Property Owner’s and the Developer’s failure to fulfill its obligations under this Agreement, then the Developer, within twenty (20) calendar days thereafter, must cause the Performance LOC to be increased to its full original amount or such reduced amount, if the dollar value of the Performance LOC had been reduced by agreement of the Parties.

B. **Maintenance of Performance LOC.** The Performance LOC shall be maintained and renewed by the Property Owner or the Developer, and will be held in escrow by the Village, until completion of the Developer Site Work Obligations, and the approval by the Village Manager and dedication to the Village of the Public Infrastructure, if any, per **Subsection 9.F.** below, subject to 25% of the value of the Performance LOC being retained by the Village for the 2-year warranty period. After completion of the Developer Site Work Obligations, if the Village is required to draw on the 25% value of Performance LOC by reason of the Property Owner’s or the Developer’s failure to fulfill its obligations

under this Agreement, then the Property Owner or the Developer, within twenty (20) calendar days thereafter, must cause the Performance LOC to be increased to its full original 25% value amount.

C. **Guaranty Letters of Credit.-RESERVED**

D. **Costs of Developer Security.** The Property Owner and the Developer are responsible for the full cost of securing and maintaining the Developer Cash Escrow and the Performance LOC.

E. **Forms of Letters of Credit.** The Performance LOC must be in substantially the forms attached to this Agreement as **Group Exhibit "G"**, with minor revisions as may be requested by the issuer and approved by the Village Attorney. Each letter of credit also must be from a bank having capital resources of at least \$25,000,000, with an office in the Chicago Metropolitan Area or other location acceptable to the Village and insured by the Federal Deposit Insurance Corporation. Each letter of credit must, at a minimum, provide that: (i) it will expire no earlier than the later of two (2) years after the date of its issuance or thirty (30) calendar days after delivery to the Village, in the manner provided in **Subsection 9.G.** below, of written notice that the letter of credit will expire, (ii) it may be drawn on based on the Village Manager's certification that the Property Owner and the Developer have failed to fulfill any of the obligations secured by the letter of credit, (iii) it does not require the consent of the Property Owner and the Developer prior to any draw on it by the Village, (iv) it cannot be canceled without the prior written consent of the Village, and (v) if at any time it will expire within thirty (30) or any lesser number of calendar days, and if it has not been renewed, and if any obligation of the Property Owner or the Developer secured by the letter of credit remains uncompleted or unsatisfactory, then the Village may call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all the Property Owner's and the Developer's obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village in connection therewith, as the Village may determine.

After completion of the Developer Site Work Obligations and in accordance with this Agreement, and after reimbursement of the Village for all costs and expenses incurred by the Village, including without limitation legal fees and administrative costs, then the Village will release to the Property Owner or the Developer any proceeds remaining on deposit with the Village drawn from the Performance LOC and return the Performance LOC to the Developer. The Performance LOC will provide that the aggregate amount of the Performance LOC may be reduced once, upon joint written direction by the Developer and the Village, to the amount of twenty-five percent (25%) of the cost to complete the Developer Site Work Obligations when at least seventy-five percent (75%) of the Developer Site Work Obligations have been completed and approved by the Village in accordance with **Subsection 6.C.** above. The reduction to reimburse the Property Owner and the Developer for payment of the Developer Site Work Obligations work satisfactorily completed will be allowed only after the Developer has provided certified contractors' sworn statements, a certified schedule of values, partial or final waivers of lien, proof of payment of contractors and subcontractors, bank statements, etc., as may be appropriate, and all additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Developer Site Work Obligations in question and full payment of all contractors, subcontractors, and material suppliers.

The Performance LOC shall not be reduced to reimburse the Property Owner or the Developer for any cost incurred in satisfaction of its obligations under **Section 8** or **Subsection 9.A.** of this Agreement.

F. **Replenishment of Developer Security.** Notwithstanding any other provision in this Agreement, if at any time the Village reasonably determines that the funds remaining in the Developer Cash Escrow or the Performance LOC are not sufficient to pay in full the remaining unpaid cost of the Developer Site Work Obligations and all Infrastructure work and all unpaid or reasonably anticipated Village costs, fees and expenses, or that the funds remaining in a Performance LOC are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Developer Site Work Obligations and the Infrastructure and all unpaid or reasonably anticipated Village fees, costs and expenses, then, within twenty (20) calendar days after a demand by the Village, the Property Owner and the Developer must increase the amount of the Developer Cash Escrow or the Performance LOC to an amount, as determined by the Village Engineer, to be sufficient to pay such unpaid costs, fees and expenses. Failure by the Property Owner and the Developer to increase the amount of the Developer Security will be grounds for the Village to retain any remaining balance of the Developer Cash Escrow and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the Performance LOC.

The Performance LOC cannot be reduced lower than twenty-five percent (25%) of the original amount until completion and Village acceptance of the Developer Site Work Obligations. On completion and Village acceptance of the Developer Site Work Obligations pursuant to and in accordance with this Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village will release to the Property Owner or the Developer any remaining funds in the Developer Cash Escrow and a portion of the proceeds remaining on deposit with the Village from the Performance LOC, subject to retention of twenty percent (25%) of the value of the Performance LOC by the Village for the two (2) year warranty period, which shall be released in accordance with **Subsection 5.M.(4)** above. After the expiration of the two (2)-year warranty period, the Village will return the Performance LOC to the Property Owner or the Developer. After the completion and Village acceptance of the Developer Site Work Obligations, the Performance LOC may be reduced on a prorated percentage basis in accordance with **Subsection 5.M.(4)** above.

G. **Use of Funds in the Event of Breach of Agreement.** If the Property Owner and the Developer, after all required notices and cure periods under this Agreement have been provided, fails or refuses to complete the Developer Site Work Obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Developer Site Work Obligations as required by **Section 6** above or this **Section 9**, or fails or refuses to clean or repair property in accordance with a demand made pursuant to **Subsection 5.E.** or **Subsection 7.D.(ii)** of this Agreement or fails or refuses to pay any amount pursuant to **Section 8.** above within five (5) business days after demand by the Village, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement secured by a letter of credit, then the Village, in its discretion and after the delivery of a 5-day notice to the Property Owner and the Developer and the Property Owner's and the Developer's failure to cure its failure or refusal within that 5-day period, may retain all or any part of the Developer Cash Escrow and/or draw on and retain all or any of the funds remaining in the appropriate letter of credit.

H. **Reimbursement of the Village.** The Village thereafter will have the right to exercise its rights, under **Subsection 5.E.** above and under this **Subsection 9.H.**, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Developer Cash Escrow and the appropriate letter of credit for all of its Reimbursable Costs, including legal fees and administrative expenses, resulting from or incurred as a result of the Property Owner's and the Developer's failure or refusal to fully meet its obligations under this Agreement.

If the funds remaining in the Developer Cash Escrow or the appropriate letter of credit are insufficient to repay fully the Village for all Reimbursable Costs, then the Developer, on demand of the Village therefore, must immediately deposit with the Village any additional funds as the Village reasonably determines are necessary to fully repay such anticipated Reimbursable Costs.

After: (i) completion of the Developer Site Work Obligations in accordance with this Agreement, (ii) correction of all defects and deficiencies in the Developer Site Work Obligations –as required by **Subsection 6.E.** above, (iii) repair of property in accordance with a demand made pursuant to **Subsection 5.E.** above, (iv) payment of all amounts demanded by the Village pursuant to this **Section 9**, (v) compliance with all other terms of this Agreement secured by a letter of credit, and (vi) reimbursement of the Village for all fees and all Reimbursable Costs, including legal fees and administrative costs, incurred by the Village; then the Village will release to the Property Owner or the Developer any remaining Developer Cash Escrow and any proceeds remaining on deposit with the Village from any letter of credit and return the letter of credit to the Property Owner or the Developer, subject to retention of the Performance LOC for the two (2) year warranty period and its return by the Village to the Property Owner or the Developer at the expiration of such two (2)-year period or as outlined in **Subsection 5.M.(4)** and **Subsection 9.F.** above.

I. **Village Lien Rights.** If any money, property, or other consideration due from the Property Owner and the Developer to the Village pursuant to this Agreement is not either recovered from the performance security deposits required in this **Section 9** or paid or conveyed to the Village by the Developer within thirty (30) calendar days after a demand for payment or conveyance, then the money, or an amount equal to the Village's reasonable estimate of the value of the property or other consideration, together with interest and costs of collection, including legal fees and administrative expenses, will become a lien upon the Property and the Village will have the right to collect the amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings.

SECTION 10. CONDITIONS OF APPROVAL. The conditions of approval for the Development are set forth in this Agreement as well as in the following listed documents, which are incorporated by reference and made a part of this Agreement for purposes of obligating the Property Owner and the Developer to comply with the conditions of approval and for enforcement purposes:

- A. **ORDINANCE NO. 25-____:** AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS DEVELOPER R & M GENERAL CONTRACTORS, LLC AND ST. JAMES COURT, LLC, AND THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC;
- B. **ORDINANCE NO. 25-____:** AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 JOHNSON AVENUE PROPERTY, THE 5121 JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS, AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 JOHNSON AVENUE PROPERTY, THE 5121 JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC);

- C. **ORDINANCE NO. 25-___**: AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 SOUTH WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 SOUTH WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO FACILITATE THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION; and
- D. **RESOLUTION NO. 25-___**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES COURT, LLC AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT "A" - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE- FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois); and
- E. The Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use.
- F. The Property Owner and the Developer, at their cost, agrees to prepare a plat of consolidation for administrative approval by the Village and filing with the Cook County Clerk's Office, Recording Division ("CCCROD") in the event that the Johnson Avenue ROW Vacation Parcels are not automatically incorporated into the adjacent properties that are intended to receive them.
- G. The Property Owner shall execute a Stormwater Facility Maintenance Agreement for each of the platted Lots within the Development, in substantially the form attached hereto as **Exhibit "H"**, and shall deliver said executed Agreements to the Village Community Development Director for purposes of filing with the CCCROD prior to the issuance of a certificate of occupancy. The Property Owner shall pay the cost of the filing of the Agreements with the CCCROD. The Property Owner and the Developer, at their cost, shall install stormwater drywells in accordance with Village-approved plans on each platted Lot within the Development, which shall be connected to the Village's stormwater drainage system. These Stormwater Facility Maintenance Agreements relate to the on-going operation and maintenance of these drywells.

Compliance with these conditions is also required as part of this Agreement.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. **No Village Liability.** The Property Owner and the Developer, and their successors, acknowledge and agree that the Village is not, and will not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of: (i) the Village's review and approval of any plan or specification provided by the Developer or the Developer's representatives for the Development; or (ii) the issuance of any approvals, permits, certificates, or acceptances for the Development or use of the Property and that the Village's reviews, approvals and issuances do not, and will not in any way, be deemed to insure the Property Owner and the Developer or any of its transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, and or any other person, and each and all homeowner associations or their equivalent within the Property, against damage or injury of any kind at any time.

B. **Village Procedures.** The Property Owner and the Developer, and their successors, agree not to challenge the Village's approval of this Agreement or any other Village approved document that relates to the Developer Site Work Obligations and the Development.

C. **Indemnification for Developer Site Work Obligations.** In addition to the indemnification provided for under **Section 15** below, the Property Owner and the Developer, and their successors, acknowledge that the accuracy and sufficiency of the Developer Site Work Obligations Plans and related specifications for the Developer Site Work Obligations are entirely the responsibility of the Property Owner and the Developer and are not the responsibility of the Village, regardless of whether the Village reviews or approves the Developer's Development Plans and related specifications for apparent consistency with the Village's Codes. The Property Owner and the Developer, and their successors, agree to defend, indemnify and hold harmless the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively the "Indemnitees") from any and all third party claims and causes of action of any kind that may be asserted at any time against the Village and any of the Indemnitees in connection with: (i) any design defect in the plans relating to the Developer Site Work Obligations and related specifications for the Developer Site Work Obligations, regardless of the Village's review and approval of any such plans or related specifications for or the Village's issuance of any approval, permit, certificate, or acceptance for the plans relating to the Developer Site Work Obligations based on the apparent consistency of any plans for Developer Site Work Obligations or related specifications for the Developer Site Work Obligations; or (ii) the design, development, construction, maintenance, or use of any portion of the Property or the Infrastructure (each a "Claim" and collectively "Claims"). This indemnity does not apply or extend to any matter concerning maintenance by the Village of any Public Infrastructure after that Public Infrastructure has been accepted by the Village in accordance with this Agreement.

D. **Defense Expenses.** The Property Owner and the Developer, and their successors, agree to pay all expenses, including without limitation attorney fees, litigation defense fees and costs, consultant fees and administrative expenses incurred by the Village in examining and tendering the defense of any Claim to the Developer in accordance with **Subsection 11.C.** above.

SECTION 12. BINDING NATURE OF AGREEMENT.

The obligations assumed by the Property Owner and the Developer under this Agreement are binding on the Property Owner and the Developer, on all of the Property Owner's and the Developer's transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property and each and all homeowner associations or their equivalent within the Property.

SECTION 13. TERM.

This Agreement will terminate upon the expiration of the applicable continuing obligations of the Parties, such as the warranty periods, set forth herein and the expiration of the applicable statute of limitations that relate to any claim or legal action that is covered under the Indemnification provision set forth in **Subsection 11.C. (LIABILITY AND INDEMNITY OF VILLAGE)**, whichever is later, and will inure to the benefit of and be enforceable by the Property Owner and the Developer, their successors, assigns and transferees and the successor owner(s) of the Property and the Village.

SECTION 14. ENFORCEMENT.

Any Party to this Agreement may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation specific performance, except that the Property Owner and the Developer agree that they will not seek, and do not have the right under any circumstances to seek, to recover a judgment against any Village elected or appointed official, officer, employee, agent, representative, engineer, or attorney on account of the negotiation, execution, or breach of this Agreement.

In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of a building permit or a certificate of occupancy for work or occupancy within the Property at any time when the Property Owner and the Developer have failed or refused to comply with a material obligation under this Agreement and have not, after the required notices stated herein, cured that failure or refusal within the cure periods, if any, allowed for that failure or refusal.

A. **Compliance with Laws.** The Property Owner and the Developer agree to comply with all applicable laws, rules and regulations of any federal, State or local entity or agency relating to the Development. The Property Owner and the Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, the Property Owner and the Developer will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

B. **Conflict of Interest and Prohibited Interest Disclosures.** Upon the Village's request from time to time during the Term of this Agreement, the Property Owner and the Developer will provide a list of all entities owning a greater than one percent (1%) interest in the Developer. Based in part on the information provided by the Property Owner and the Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village, have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the TIF Act (65 ILCS 5/11-74.4-4(n)) and the Illinois Governmental Ethics Act (5 ILCS 420).

C. **Successors and Assigns.** The Property Owner and the Developer shall be liable for all of the Property Owner's and the Developer's obligations under this Agreement. All obligations assumed by the Property Owner and the Developer under this Agreement shall be binding on the Property Owner and the Developer, and on any and all of the Property Owner's and the Developer's successors and assigns, and on any and all of the respective successor owners of all or any portion of the Property. To assure that the Property Owner's and the Developer's successors, assigns and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the Village Clerk, within thirty (30) calendar days after the Acquisition Date, any consents or other documents necessary to authorize the Village to record a Memorandum of this Agreement, in form and substance reasonably acceptable to the Developer and the Village, in the Cook County Clerk's Office, Recording Division ("CCCORD");
2. Until the completion of the demolition of the existing structures and completion and Village approval of the Developer Site Work Obligations, notify the Village in writing at least thirty (30) calendar days prior to any date that the Property Owner and the Developer intend to transfer fee title to any portion of the Property to any person not a Party to this Agreement;
3. Include in the Restrictive Covenant a memorandum or other similar reference(s) to this Agreement sufficient to put third parties on notice of the existence of this Agreement which will be released by the Village as indicated in **Subsection 6.C.** above; and
4. Require, prior to the transfer of all or any portion of the Property to any person or entity not a Party to this Agreement that occurs prior to the completion of the Developer Site Work Obligations, the transferee to execute an enforceable written assignment and assumption agreement, in form and substance reasonably approved by the Village Attorney (the "**Transferee Assignment and Assumption Agreement**"), agreeing to be bound by this Agreement, and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet any remaining obligations under this Agreement. The Village, Property Owner and the Developer shall record against the Property a memorandum of this Agreement that obligates the owner of the Property from time to time to perform the obligations of the Property Owner and the Developer under this Agreement and shall require notice to the Village of any transfer of the Property, which memorandum shall be in form and substance reasonably satisfactory to the Village and the Developer.

The Village agrees that, after a successor becoming bound to the obligations of the Property Owner and the Developer created in the manner provided in this Agreement, and providing the financial assurances required in this Section, the liability of the Property Owner and the Developer shall be deemed automatically released. The failure of the Property Owner and the Developer to provide the Village with a fully executed copy of a Transferee Assignment and Assumption Agreement before completing the transfer shall result in the Property Owner and the Developer remaining fully liable for all of the Property Owner's and the Developer's obligations under this Agreement, but shall not relieve the transferee of its liability for those obligations as a successor to the Property Owner or the Developer.

D. Representations and Warranties of the Developer.

1. No Gifts. The Property Owner and the Developer covenant that no officer, member, manager, stockholder, employee or agent of the Property Owner or the Developer, or any other person connected with the Property Owner and the Developer, have made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing their action in their capacity with the Village.

2. Assignment. Prior to the completion of the demolition of the existing structures and the completion and Village approval of the Developer Site Work, the Property Owner nor the Developer may not assign or transfer some or all of its rights or obligations under this Agreement without the prior written consent of the Village, the granting or denial of which consent shall not be unreasonably withheld by the Village; provided, however, that, without the Village's prior consent, the Property Owner and the Developer may assign this Agreement to an entity controlling, controlled by, or under common control with the Property Owner and the Developer and/or assign or collaterally assign any of the Property Owner's and the Developer's rights and/or obligations to the Lender.
3. Prevailing Wage. The Property Owner and the Developer and its contractors and subcontractors are required to pay prevailing wages for all or portions of the Development work only if the Illinois Prevailing Wage Act (820 ILCS 130/) (the "IPWA") requires payment of prevailing wages.
4. Property Acquisition. The Property Owner shall provide the Village with sufficient documentation regarding Developer's ownership of the Property for the Development.
5. Corporate Authorization. This Agreement has been submitted for consideration and review by the board of directors, corporate officers, shareholders, members and/or managers of the Property Owner and the Developer, and the Property Owner's and the Developer's board of directors, corporate officers, shareholders, members and/or managers have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Property Owner and the Developer according to the terms hereof, and any and all actions of the Property Owner's and the Developer's board of directors, corporate officers, shareholders, members and/or managers, as the case may be, precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

E. This Agreement shall be deemed to be the agreement of any official, agent, employee, consultant or attorney of the Village, in their individual capacity, and no official, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in connection therewith.

SECTION 15. INSURANCE AND INDEMNIFICATION.

A. **Liability Insurance Prior to Completion.** Prior to issuance of a demolition permit, site development permit or a construction permit for the performance of the Developer Site Work Obligations, the Property Owner or the Developer shall procure and deliver evidence of such policies to the Village, at the Property Owner's and the Developer's cost and expense, and shall maintain in full force and effect during any period of construction and through completion of the Developer Site Work , for both ongoing and completed operations, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

1. Commercial General Liability Insurance (including property damage insurance): \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
2. Contractor's Liability Insurance: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

3. Automobile Insurance: \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Umbrella Coverage or Excess Liability Coverage: \$5,000,000.00 in the aggregate.
5. Workers Compensation Insurance: Statutory Amount.

Said insurance shall state that the insurance provided by the Property Owner or the Developer and any insurance coverage maintained by its general contractor (if any) shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Property Owner's or the Developer's insurance. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village. Each such policy, including any related insurance certificates, endorsements and riders, shall expressly name "the Village of Western Springs and its appointed and elected officials, mayor and trustees, employees, engineers, attorneys, agents and representatives" as additional insureds. The Property Owner and the Developer and their insurer(s) agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. The insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Developer's engineer and other design professionals, contractors, subcontractors, agents and employees shall waive all rights of subrogation against the Village and its Affiliates for damages or losses caused by fire, flood or other perils to the extent covered by professional liability, property, casualty or general liability insurance policies. To be eligible to receive any Village permit for the Development, the Property Owner and the Developer and their insurer(s) shall agree to waive any right of recovery of any kind, including the waiver of subrogation rights, they may have against the Village or its Affiliates, including for damages or losses caused by fire, flood or other perils to the extent covered by professional liability, property, casualty or general liability insurance policies, because of any financial payments made to any person as a result of the indemnification / hold harmless / defense provision and the additional insured requirement under this Agreement. If the Developer provides the required insurance coverage listed above, the Property Owner shall still be required to provide proof of Commercial General Liability Insurance coverage in the minimum policy amounts listed above.

Prior to commencement of the Developer Site Work Obligations or any other construction work related to the Development, the Property Owner and the Developer shall furnish to the Village the above-required certificates of insurance, policies, riders and policy endorsements, with premiums paid in full that contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Developer Site Work Obligations and the Development for both ongoing and completed operations. The Property Owner or the Developer shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide."

The Village shall be given written notice at least thirty (30) calendar days prior to any cancellation or material amendment of the Property Owner's and the Developer's insurance policies required hereunder. Alternatively, the Property Owner and the Developer may satisfy its insurance obligations in this **Subsection 15.A.** by way of a blanket policy or policies, which includes other liabilities, properties and

locations meeting the minimum insurance coverage amounts. The Property Owner and the Developer shall provide to the Village a replacement certificate prior to expiration, cancellation or material modification of any policy.

B. **Developer's Risk Prior to Completion.** Prior to completion of the Developer Site Work Obligations, as certified by the Village, the Property Owner or the Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Developer Site Work Obligations and demolition of the existing structures (including on-site stored materials), all as to work by the Property Owner and the Developer. Such insurance policies shall be issued by companies satisfactory to the Village. The Property Owner or the Developer shall provide written notice to the Village at least thirty (30) calendar days before any such policy is cancelled or materially modified.

C. **Village Review.** The Property Owner and the Developer acknowledge and agree that, except for breaches of this Agreement by the Village or acts of the Village, the Village is not, and shall not be, in any way liable for any damages or injuries of any kind that may be sustained as the result of the Village's review, approval or denial of any plans or failure to review any plans for the Property, or the issuance of any approvals, permits, certificates or acceptances or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Property Owner and the Developer, or any of their heirs, successors, assigns, tenants, invitees and licensees, or any other person, against damage or injury of any kind at any time.

D. **Village Procedure.** The Property Owner and the Developer have been advised by the Village that notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and the Property Owner and the Developer agree not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity and Defense Expense.** The Property Owner and the Developer undertake and assume all potential liability for any injuries, deaths, losses, damages, claims or judgments of any nature whatsoever resulting from or in connection with its/their redevelopment activities at the Property, and the Property Owner and the Developer shall hold harmless, indemnify and defend the Village against any such losses, except to the extent that the same is caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives, or by the breach of this Agreement by the Village.

1. **Developer Defense Expense.** The Property Owner and the Developer shall, and does, agree to pay all reasonable expenses incurred by the Village, the Village's Corporate Authorities, and all Village elected and appointed officials, officers, employees, agents, contractors and representatives in defending against any and all claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities, actions or penalties of any kind that may, at any time, be asserted against any of the Parties by any person(s) in connection with the Developer Site Work Obligations, the approval of this Agreement, any terms or provisions of this Agreement, or the Property Owner's and the Developer's duties, obligations and performance under this Agreement, including, without limitation, any claims, demands, causes of action, investigations, lawsuits, proceedings, liabilities,

actions or penalties related to or associated with environmental conditions, matters or contaminants concerning or relating to the Property, in each case, except to the extent caused by the negligence or willful misconduct of the Village or its elected and appointed officials, officers, employees, agents, contractors and representatives. These expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' and experts' fees and other litigation costs.

2. **Mutual Indemnification.** Each Party shall indemnify, hold harmless and defend the other Party and their respective officers, employees, agents, contractors and representatives against all injuries, deaths, losses, damages, claims, suits, liabilities, liens, including mechanic's liens, judgments, costs and expenses, including reasonable attorney fees, which may in any way arise from or accrue against the other Party as a consequence of this Agreement or which may in any way result therefrom, other than those indemnified matters which arise from or relate to the negligence or willful misconduct of the other Party or its officials, officers, employees, agents, contractors and representatives. The provisions of this Subsection and any other indemnification obligations on the part of either Party shall survive the termination or expiration of this Agreement for a period of two (2) years or the applicable statute of limitations period for the claim(s) or legal action(s) that is filed, whichever is longer. In any such action against either Party, the other Party shall, at its own expense, appear, defend and pay all charges of reasonable attorney fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Party in any such action, the other Party shall, at its own expense, satisfy and discharge such judgment. The prevailing Party shall indemnify the other Party for any costs, including reasonable attorney fees, in enforcing the provisions of this Agreement.

SECTION 16. DEFAULT; CURE.

In addition to any other "Event of Default" identified in this Agreement, an "**Event of Default**" shall mean a failure on the part of any Party to comply with any material term, representation, warranty, covenant, agreement or condition of this Agreement, which failure is not cured within thirty (30) calendar days after written notice thereof; provided, however, that if the failure is of a nature that it cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably necessary to cure such failure so long as the defaulting Party commences activities designed or intended to cure such Event of Default within such thirty (30) calendar day period and thereafter diligently pursues activities designed or intended to cure such Event of Default to completion. Upon an Event of Default by the Village in the performance of any of its obligations under this Agreement, the Property Owner's or the Developer's remedies shall include specific performance, and any and all rights and remedies available to the Property Owner and the Developer at law or in equity, including termination of this Agreement. The Village shall not be liable for punitive damages, consequential damages or lost profits. Upon an Event of Default by the Property Owner or the Developer in the performance of any of its obligations under this Agreement, the Village shall be entitled to take such action as authorized by this Agreement and pursue any other remedies available at law or in equity; provided, however, that the Property Owner and the Developer shall in no event be liable for punitive or consequential damages. Notwithstanding anything to the contrary in this Agreement, the Property Owner's and the Developer's defaults, and the Village's remedies upon such defaults, described in **Subsections 3.A.** and **5.E.** and shall be only as expressly set forth in **Subsections 3.A.** and **5.E.**, respectively.

SECTION 17. GENERAL PROVISIONS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) sent to the current email address for the recipient and opened by the recipient; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this **Subsection 17.A.**, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Ellen Baer Village Manager Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558 Phone: 708.246.1800 Email: ebaer@wsprings.com	With a copy to: Michael T. Jurusik, Esq. Klein, Thorpe and Jenkins, Ltd. 900 Oakmont Lane, Suite 301 Westmont, Illinois 60559 Cell Number: 708.638.0355 Email: mtjurusik@ktjlaw.com
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Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

R&M General Contractors LLC 1923 W. Diversey, Chicago, IL 60614 enda@rafteryconstructionco.com 773-697-8805	With a copy to:
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Notices and communications to the Church shall be addressed to, and delivered at, the following addresses:

St. James Court, LLC 1923 W. Diversey, Chicago, IL 60614 enda@rafteryconstructionco.com 773-697-8805	With a copy to:
---	-----------------

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

D. **Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

E. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of consent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of consent will be in writing. The Property Owner has further executed a "Consent And Waiver Agreement" to allow the Developer to enter into this Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

F. **Facilitation of Agreement.** The Village, the Property Owner, and the Developer will act in good faith and in a reasonable and cooperative manner with respect to consents, approvals, and other matters contemplated under this Agreement. No consent or approval may be unreasonably delayed, conditioned, or withheld. The Village, the Property Owner, and the Developer will execute, acknowledge, and deliver reasonable documents and other instruments necessary to fully carry out the terms of this Agreement.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois.

H. **Severability.** It is the intent of the Parties that, should any provision, covenant, agreement or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

K. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

L. **Authority to Execute.** The Village warrants and represents to the Property Owner and the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of the Village. The Property Owner and the Developer warrant and represent to the Village that: (i) the Developer has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement

and to bind the Property as set forth in this Agreement; (ii) all legal actions needed to authorize the execution, delivery and performance of this Agreement by the Property Owner and the Developer have been taken; and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Property Owner and the Developer will: (a) result in a breach or default under any agreement to which the Property Owner and the Developer are a party or to which they or the Property are bound; or (b) violate any statute, law, restriction, court order or agreement to which the Property Owner and the Developer or the Property are subject.

M. **No Third-Party Beneficiaries/No Joint Venture.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other entity other than the Village, the Property Owner, and the Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights or subrogation or action over or against either the Village, the Property Owner, or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third-party person to create the relationship of a partnership, agency or joint venture between or among such parties.

N. **Force Majeure.** Either Party will be temporarily excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, epidemic, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance or action or omission of the other Party (collectively, "Force Majeure"), provided that:

- a. The non-performing Party gives the other Party reasonably prompt written notice describing the particulars of Force Majeure including, but not limited to, the nature of the occurrence, and continues to furnish timely reports with respect thereto during the period of Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;
- c. No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
- d. The non-performing Party uses commercially reasonable and diligent efforts to remedy its inability to perform.
- e. Economic hardship or other financial considerations, including but not limited to increases in the costs of construction materials, equipment or construction labor, of the Developer will not constitute an event of Force Majeure.

O. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

P. **Enforcement of Agreement.** The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

Q. **Exhibits.** The following Exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

Exhibit "A":	Consent and Waiver of the Property Owner to Allow Developer to Enter into the Redevelopment Agreement (attached)
Exhibit "B":	Legal Description of the Property (attached)
Exhibit "C":	Site Plan for the Development Prepared by Gabriel Group, Inc., revised dated June 3, 2025 (attached)
Exhibit "D":	Final Site Demolition and Site Restoration Plans (to be attached after Village plan review approval)
Exhibit "E":	Bill of Sale and Form of Agreement Release Document (attached)
Exhibit "F":	Construction Schedule (attached)
Group Exhibit "G":	Forms of Letters of Credit (attached)
Exhibit "H":	Template Stormwater Facility Maintenance Agreement (attached)

In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. **Estoppels.** Within ten (10) business days following request by either Party from time to time, the other Party shall execute and deliver to the requesting Party an estoppel certificate that certifies: (i) that this Agreement is unmodified and in full force and effect or, if there had been modifications, that this Agreement is in full force and effect as modified, (ii) that the Party is not in default of this Agreement or specifying any defaults, and (iii) such other information that may be reasonably requested by the Party.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, and the date of the last signatory below shall be inserted on page 1 of this Agreement, as the Effective Date of this Agreement.

R & M General Contractors, LLC,
an Illinois limited liability company

VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation

By: _____
Name: _____
Title: Member

By: _____
Heidi Rudolph
Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Edward Tymick
Village Clerk

Date: _____

Date: _____

**St. James Court, LLC, an Illinois limited liability
company**

By: _____
Name: _____
Title: **Member**

ATTEST:

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "A"

**Consent And Waiver Agreement Entered Into
By St. James Court, LLC, R & M General Contractors, LLC
And The Village Of Western Springs To Allow R & M General Contractors, LLC
To Enter Into A Redevelopment Agreement And Other Related Documents Regarding
The Demolition Of The Church Building And Accessory Structures, Vacation Of Portions of
The Johnson Avenue Cul-De-Sac Adjacent To 5129 South Wolf Road, 5120 South Johnson Avenue,
and 5121 South Johnson Avenue, Dedication and Construction of An Extended Johnson Avenue
Right-of-Way And A New Johnson Avenue Cul-De-Sac
And A Final Plat For A Five-Lot Subdivision Located At 5129 South Johnson Avenue
In The Village Of Western Springs, Cook County, Illinois**

(attached)

Exhibit "A"
to
Redevelopment Agreement

Consent And Waiver Agreement Entered Into By
St. James Court, LLC, R & M General Contractors, LLC
And The Village Of Western Springs To Allow R & M General Contractors, LLC To Enter Into
A Redevelopment Agreement And Other Related Documents Regarding
The Demolition Of The Church Building And Accessory Structures, Vacation Of Portions of
The Johnson Avenue Cul-De-Sac Adjacent To 5129 South Wolf Road, 5120 South Johnson Avenue,
and 5121 South Johnson Avenue, Dedication and Construction of An Extended Johnson Avenue
Right-of-Way And A New Johnson Avenue Cul-De-Sac, And A Final Plat For A Five-Lot Subdivision
Located At 5129 South Johnson Avenue In The Village Of Western Springs, Cook County, Illinois

Section 1: Consent: By a Special Warranty Deed dated July 7, 2025, Chicago Synod of the Evangelical Lutheran Church in America (the "Church") conveyed fee simple title to the real property commonly known as 5129 South Wolf Road to St. James Court, LLC (the "Property Owner"), which consists of one (1) platted lot zoned under the R2 Single-Family Residence District classification (the "Property"), which is legally described in **Exhibit "A"** attached hereto and made a part hereof. The Property Owner submits this written authorization to the Village of Western Springs ("Village") to allow R & M General Contractors, LLC of 1923 West Diversey Parkway, Chicago, Illinois (the "Developer") redevelop the Property, on its behalf, provided that the Property Owner and the Developer, at their cost, agree to: (a) the removal and disposal of the existing parking areas, driveway areas, accessory building and the primary building as well as the removal of the hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and restoration of the disturbed areas of Lot 6 with grass and replacement of any sidewalk squares that are damaged ("Church Demolition Work"); (b) the removal and disposal of the existing cul-de-sac from the Johnson Avenue right-of-way ("Public Property Removal Work"); (c) the construction of an extended Johnson Avenue right-of-way (i.e., new 66.00 foot wide by 120.00 foot asphalt paved area) and a new cul-de-sac approximately 120.00 feet south of the existing cul-de-sac area, including curbs and gutters, pavement, parkway trees, grass, and sidewalks, and then the dedication of such improvements to the Village ("Reconstruction of Cul-De-Sac Work"); (d) the repeal of Ordinance No. 95-1939 (Granting A Petition For A Conditional Use Permit For Lot "C" Except That Part In St. James Addition To Western Springs Resubdivision Of Part Of Lot "C" In Springdale Subdivision Unit 2 To Permit A Montessori School (St. James Lutheran Church, 5129 Wolf Road)) (the "1995 CUP Ordinance"); and (e) the repeal of Ordinance No. 16-2833 (An Ordinance Approving A Conditional Use Permit For Lot 3 Of A Three Lot Minor Resubdivision Known As "St. James 2nd Addition To Western Springs Resubdivision" For The Property Commonly Known As 5129 Wolf Road (St. James Evangelical Lutheran Church) For The Continued Operation Of A Church (And Other Group Assembly Uses) And Preliminary And Final Approval Of Development Plans For On-Site Improvements To Lots 1, 2, And 3 Of St. James 2nd Addition To Western Springs Resubdivision For Certain Parking Areas, Driveway Areas, Accessory Buildings, Landscape Buffer Areas, Fence Installation And Ingress And Egress Points At Johnson Avenue)) (the "2016 CUP Ordinance"). The completion of the Church Demolition Work, the Public Property Removal Work, and the Reconstruction of the Cul-De-Sac Work are collectively referred to as the "Developer Site Work Obligations".

The Property Owner and the Developer, at their cost, agree to redevelop the Property as a five (5) lot single-family residential development, including the filing of a Village-approved plat of subdivision for the Property with the Cook County Clerk's Office, Recording Division, completing all of the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s) and stormwater drainage improvements and other private and public utilities,

cooperation with the Village's vacation of the portions of the existing cul-de-sac adjacent to 5129 South Wolf Road, 5120 South Johnson Avenue and 5121 South Johnson Avenue that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way (the "ROW Vacation"), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-of-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the "Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac"), the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, and the re-establishment of street, parkway and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac (the "Development"), which is a permitted use under the R2 Single-Family Residence District classification or may apply for Village zoning approval of an alternate development plan in accordance with the applicable Village Code provisions, including its Development Control Ordinance ("DCO"). As a condition of approval of the Development, the Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use. For purposes of this Consent and Waiver, the construction of single-family homes on the five (5) single-family lots or another alternate Village approved development plan that is pursued by the Property Owner or its successor owner(s) is collectively referred to as the "Development".

Andrew Schreiber is the fee simple owner of 5120 South Johnson Avenue, Randy Porzel is the fee simple owner of 5121 South Johnson Avenue, and St. James Court, LLC is the fee simple owner of 5129 South Wolf Road, and they or their predecessors have submitted signed Applications to the Village that allowed the Applicant to file the Application and pursue approval of the ROW Vacation, the Development and any other zoning relief required for completion of the Development. The Church originally filed the Application for the development and zoning approvals for the 5129 South Wolf Road property.

In regard to the ROW Vacation, the **east 98.61 square feet of the Johnson Avenue right-of-way located adjacent to and at the southwest corner of the 5121 South Johnson Avenue Property shall be vacated and title conveyed to the current property owners of the 5121 South Johnson Avenue Property** and incorporated into Property Index Number ("PIN") 18-08-319-012-0000 (the "5121 Johnson Avenue ROW Parcel"). The **west 674.54 square feet of the Johnson Avenue right-of-way located adjacent to and along the east lot line of the 5120 South Johnson Avenue Property shall be vacated and title conveyed to the current property owners of the 5120 South Johnson Avenue Property and incorporated into PIN 18-08-319-006-0000 and 18-08-319-023-0000** (the "5120 Johnson Avenue ROW Parcel"). **The remainder of the Johnson Avenue Cul-De-Sac consisting of 1,541.28 square feet, excluding the center 66.00 foot wide area of the Johnson Avenue right-of-way, located south of the south line of the 5121 South Johnson Avenue Property, shall be vacated and conveyed to the Property Owner of the 5129 South Wolf Road Property, or its successor owner, and incorporated into PIN 18-18-319-025-0000 (the "Johnson Avenue – Cul-De-Sac Parcel")**, subject to the condition that the Property Owner, or its successor owner of the Property, contemporaneously convey and dedicate to the Village the Extended Johnson Avenue and the New Johnson Avenue Cul-De-Sac, and then the Developer constructs the Development in accordance with the Village approvals for the Development.

As a predicate to the Development, the Property Owner and the Developer has submitted to the Village a typical plan for a single-family residential development consisting of the five (5) lots shown on the "The Geometry Plan for 5129 South Wolf Road" (the "Site Plan"). A copy of the Developer's Site Plan, which consists of six (6) sheets prepared by Gabriel Group, Inc., was submitted to the Village on June 3, 2025 and is attached hereto as **Exhibit "B"** and made a part hereof; and

Section 2: Development Documents: To facilitate the development of the Property, the Property Owner requests that the President and Board of Trustees of the Village of Western Springs (the "Village" or the "Corporate Authorities") approve and enter into or consent to the approval of the following agreements, ordinances, plats, resolutions and other documents (the "Development Documents") in anticipation of the approval of the Development:

1. **ORDINANCE NO. 25-_____**: AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS, AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC).
2. **RESOLUTION NO. 25-_____**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES COURT, LLC AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT "A" - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois).
3. **ORDINANCE NO. 25-_____**: AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS DEVELOPER R & M GENERAL CONTRACTORS, LLC, AND ST. JAMES COURT, LLC AND THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC.
4. **ORDINANCE NO. 25-_____**: AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 SOUTH WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 SOUTH WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO FACILITATE THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-

DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION.

5. Any other document that is approved by the Corporate Authorities of the Village related to the approval of the construction of the Development by the Property Owner and the Developer.

Subject to the Corporate Authorities of the Village granting approval of this Consent and Waiver, the Property Owner and the Developer have approved and entered into this Consent and Waiver, the form and content of which have been approved by the Village Attorney, to authorize the Property Owner and the Developer to negotiate and enter into the Redevelopment Agreement (as defined below) with the Village that will obligate the Property Owner and the Developer, at its cost, to complete the Developer Site Work Obligations and the other obligations that are part of the Conditions of Approval, as set forth below in this Consent and Waiver.

Section 3: Developer Site Work Obligations. The approval of this Consent and Waiver by the Village's Corporate Authorities is conditioned upon and subject to the following:

- A. The Property Owner and the Developer shall approve and enter into a Redevelopment Agreement with the Village for the completion of the Developer Site Work Obligations and the Development (the "Redevelopment Agreement"), in a form and content as approved by the Village Attorney, that contains, at a minimum, the Property Owner's and the Developer's obligation to complete the Developer Site Work Obligations and such other provisions and obligations as mutually agreed to by the Village and the Developer.
- B. In the event the Property Owner and the Developer fail to commence or commences and then fails to complete the Developer Site Work Obligations, the Village, at the Property Owner's and the Developer's collective costs, may, but is not obligated to, complete the Developer Site Work Obligations, subject to the terms, provisions and obligations of the Redevelopment Agreement, and the Village may use the security posted by the Property Owner and the Developer to ensure the completion of the Developer Site Work Obligations.
- C. If there is any conflict between the provisions of this Consent and Waiver and the Redevelopment Agreement, the Redevelopment Agreement shall control.

Section 4: Waiver for Property Owner: If the Property Owner and the Developer do not proceed with the Development, the Property Owner agrees to waive all claims, causes of action and damages of any kind that the Property Owner could file against the Village arising out of or related to the termination of the Development Documents. The Property Owner is required to provide written notice to the Village within five (5) calendar days of the date of the termination of the development agreement or contract that it has entered into with the Developer related to the Property and the Development.

Section 5: Waiver for Developer: If the Property Owner and the Developer do not proceed with the Development, the Developer agrees to waive all claims, causes of action and damages of any kind that the Developer could file against the Village arising out of or related to the termination of the Development Documents. The Developer is required to provide written notice to the Village within five (5) calendar days of the date of the termination of the development agreement or contract that it has entered into with the Property Owner related to the Property and the Development.

Section 6: Notices. Any notice or communication required or permitted to be given under this Consent and Waiver shall be in writing and shall be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid;

or (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) sent to the current email address for the recipient and opened by the recipient; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Consent and Waiver, notices shall be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6, each Party to this Consent and Waiver shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Ellen Baer
Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Phone: 708.246.1800
Email: ebaer@wsprings.com

With a copy to:
Michael T. Jurusik, Esq.
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
Cell Number: 708.638.0355
Email: mtjurusik@ktjlaw.com

Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:
R&M General Contractors LLC
Attn: Enda Rafferty
1923 W. Diversey, Chicago, IL 60614
enda@rafteryconstructionco.com
773-697-8805

Notices and communications to the St. James Court, LLC shall be addressed to, and delivered at, the following address:

With a copy to:
St. James Court, LLC
Attn: Enda Rafferty
1923 West Diversey Parkway Chicago, Illinois 60614
773-697-8805
C
enda@rafteryconstructionco.com

Section 7: Applicable Law; Venue. This Consent and Waiver shall be governed and controlled, as to the validity, enforceability, interpretation and construction, in effect in all other respects, including, but not limited to, the legality of interest charged hereunder, by the statutory laws and decisions of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Consent and Waiver and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

Section 8: Entire Agreement; Amendment or Modification. This Consent and Waiver contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Consent and Waiver. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Consent and Waiver which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Consent and Waiver. Any modification, amendment or change shall be in writing and approved by the Corporate Authorities of the Village, the manager of the Developer and the governing board of the St. James Court, LLC.

Section 9: Severability. Every provision of this Consent and Waiver is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

Section 10: Counterparts. This Consent and Waiver may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 11: Effective Date; Legal Authority; Binding Effect. The “Effective Date” of this Consent and Waiver shall be the date of execution by the last signatory. This Consent and Waiver shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. Each of the signatories to this Consent and Waiver are the duly authorized representatives of their respective corporate entity, and each such person has signed this Consent and Waiver pursuant to the authority duly granted to them by the corporate authorities of said corporate entity, who have acted by motion or approved a Resolution (in the Village’s case, at an open public meeting) that authorized and directed the representatives to sign this Consent and Waiver. This Consent and Waiver shall be binding upon and shall inure to the benefit of the Parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors-in-office, heirs, representatives, and assigns, transferees, successors-in-interest and successor owners.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

**St. James Court, LLCR & M General Contractors, LLC,
an Illinois limited liability company**

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

an Illinois limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2025.

Subscribed and Sworn To Before Me
This ____ day of _____, 2025.

By: _____
Notary Public

**VILLAGE OF WESTERN SPRINGS,
an Illinois non-home rule municipal corporation**

By: _____

Name: Heidi Rudolph

Title: Village President

Date: _____, 2025.

ATTEST:

By: _____

Name: Edward Tymick

Title: Village Clerk

Date: _____, 2025.

Exhibit "A"

Legal Description of Parcel for 5129 South Wolf Road, Western Springs, Illinois:

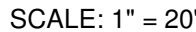
LOT 3 IN ST. JAMES RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NUMBER 16886199), BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-319-025-0000

Exhibit “B”

**Developer’s Site Plan, which consists of six (6) sheets,
prepared by Gabriel Group, Inc.
and submitted to the Village on June 3, 2025**

(attached)



FOR

5129 WOLF ROAD - WESTERN SPRINGS, IL

EROSION CONTROL NOTES

1. THE SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR SOIL AND SEDIMENTATION CONTROL PROCEDURES AND STANDARDS FOR URBAN SOIL AND SEDIMENTATION CONTROL IN ILLINOIS, AND THE CITY OF WESTERN SPRINGS.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED.
3. SEDIMENTATION BASINS, BARRIERS, AND ALL APPROPRIATE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO MASS GRADING.
4. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS DEEMED NECESSARY BY THE CITY OF WESTERN SPRINGS.
5. INSTALL PERMANENT SEEDING AND SOD IN ALL AREAS AS REQUIRED BY THE CITY OF WESTERN SPRINGS.
6. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 7 DAYS, IT SHALL BE SURROUNDED BY SILT FENCE. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 14 DAYS, IT SHALL BE PROTECTED WITH TEMPORARY SEEDING.
7. ALL FLARED END SECTIONS SHALL BE PROTECTED BY SEDIMENT SETTLING BASINS AND/OR STRAW BALES UNTIL GROUND COVER HAS BEEN ESTABLISHED. FILTER FABRIC SHALL BE PLACED UNDER ALL INLET GRATES UNTIL GROUND COVER HAS BEEN ESTABLISHED.
8. WATER PUMPED, OR OTHERWISE DISCHARGED, FROM THE SITE AS PART OF CONSTRUCTION DEWATERING SHALL BE FILTERED.
9. ALL SOIL, MUD AND DEBRIS WASHED, TRACKED OR DEPOSITED ONTO THE STREET SHALL BE REMOVED AT THE END OF EACH WORK DAY.
10. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE AFTER THE FOUNDATION HAS BEEN BACKFILLED. THE GRAVEL DRIVE SHALL BE INSTALLED WITHIN 7 DAYS OF THE FOUNDATION BACKFILLING AND PRIOR TO THE START OF ANY CONSTRUCTION ABOVE THE TOP OF FOUNDATION.
11. GROUND COVER (SEED AND MULCH OR SOD) SHALL BE PLACED ON ALL DISTURBED AREAS WITHIN 14 DAYS OF THE COMPLETION OF TOP SOIL PLACEMENT AND FINAL GRADING. IF WEATHER CONDITIONS PRELUDE THE PLACEMENT OF SEED AND MULCH OR SOD, ALL DISTURBED AREAS SHALL BE PROTECTED WITH EROSION BLANKET.

PLAN CONTENT

- | | |
|---------|---|
| SHEET 1 | EXISTING TOPOGRAPHY, REMOVAL & EROSION CONTROL PLAN |
| SHEET 2 | SITE GEOMETRY PLAN |
| SHEET 3 | SITE GRADING |
| SHEET 4 | SITE UTILITY PLAN |
| SHEET 5 | DETAILS |
| SHEET 6 | JOHNSON AVENUE PROFILE |

PROPOSED CONSTRUCTION SEQUENCE

1. DEMOLITION & INSTALL EROSION CONTROL
2. INSTALL UNDERGROUND UTILITIES (WATERMAIN, STORM & SANITARY SEWER)
3. ROUGH MASS GRADING
4. CONSTRUCTION OF ROADWAY BASE, CURB & GUTTER AND BINDER BASE
5. STABILIZE NON-PAVED SURFACE
6. CONSTRUCT NEW HOUSES
7. PAVE FINAL SURFACE COURSE

BENCHMARK INFORMATION

STORM MANHOLE LOCATED AT THE INTERSECTION OF WOLF
ROAD AND 53RD STREET.

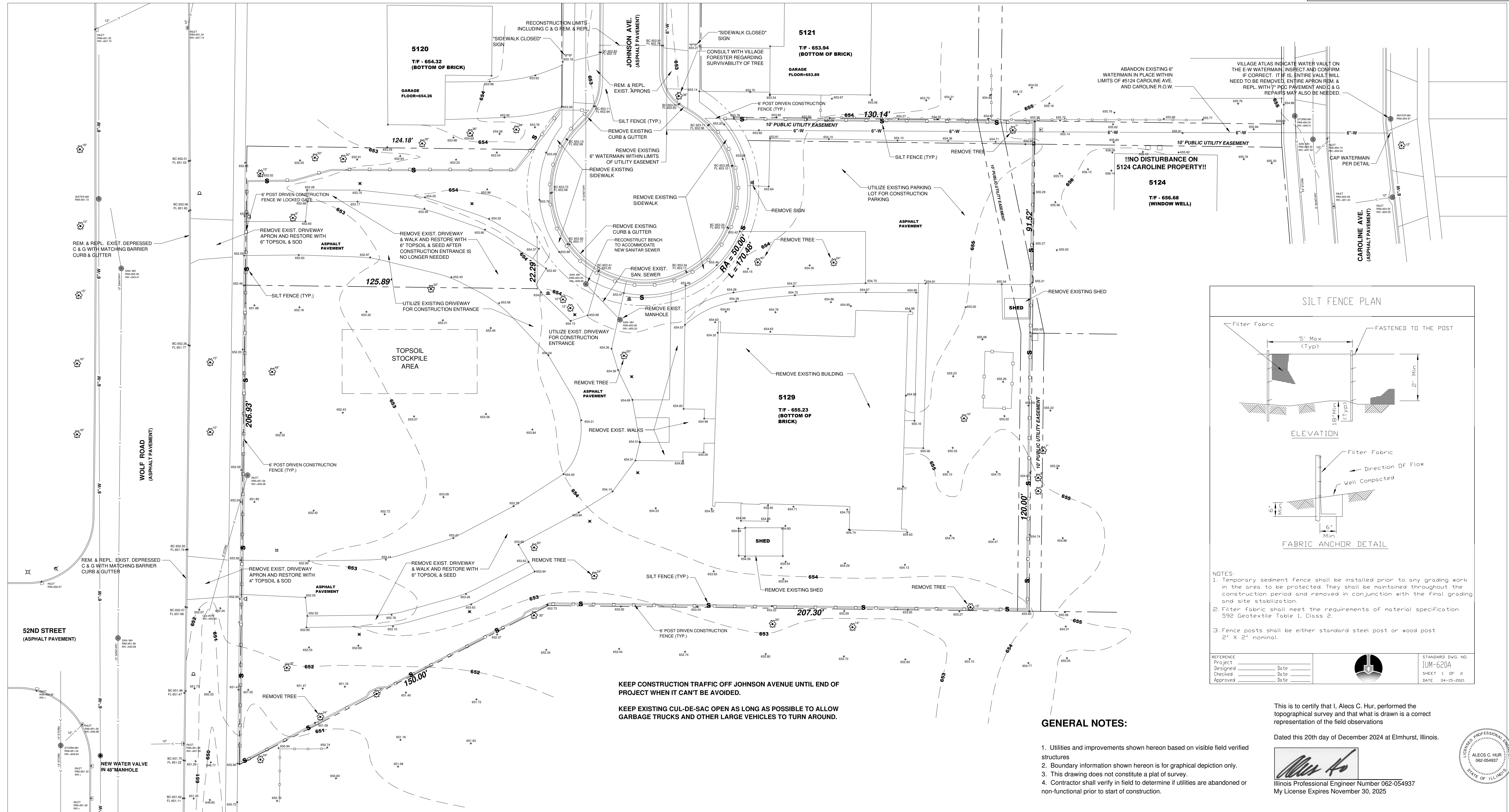
ELEVATION = 651.28

BENCHMARK: SANITARY MANHOLE LOCATED AT THE INTERSECTION OF WOLF ROAD AND 52ND STREET.

RIM ELEVATION = 651.89

LEGEND

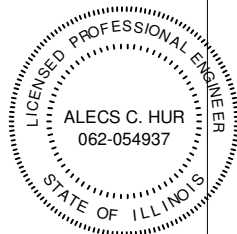
	Existing	Proposed
Sanitary Sewer	— C —	— C —
Storm Sewer	— < —	— < —
Watermain	— S* W —	— S* W —
Contour Lines	704	704
Spot Elevations	705.00	705.00
Fence	— + —	— + —
Fire Hydrant		
Manhole		
Light Pole		
Power Pole		
B-Box		
San. Cleanout		
Tree		
Shrubs		
Drainage Pattern		
Silt Fence		— S —



This is to certify that I, Alecs C. Hur, performed the topographical survey and that what is drawn is a correct representation of the field observations

Dated this 20th day of December 2024 at Elmhurst, Illinois.


Illinois Professional Engineer Number 062-054937
My License Expires November 30, 2025



EXISTING TOPOGRAPHY & EROSION CONTROL PLAN

5129 WOLF ROAD - WESTERN SPRINGS, IL

DRAWN BY: -

FILE NAME : -

GENERAL REVISION

Gabriel Group, Inc.

Civil Engineering Solutions
P.O. Box 5376 - Oak Brook, IL 60057
Tel: 630-772-9393 Fax: 630-756-4444

Sheet 1 / 6

GEOMETRY PLAN

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL

ALL DRIVEWAYS WILL CONNECT TO JOHNSON AVENUE, NOT WOLF ROAD.

BACKFILL MATERIAL FOR AREAS WHERE PAVEMENT IS NOW GRASS SHALL BE RESTORED WITH A MINIMUM 6" TOPSOIL WITH NATURAL SOIL BENEATH INSTEAD OF NEW STONE

LOT COVERAGE INFORMATION

LOT AREA = 60330 S.F. (+/-)

EXISTING IMPERVIOUS AREA

TOTAL EXISTING IMPERVIOUS AREA = 20970 S.F.
BUILDING & SHEDS = 6760 S.F.
DRIVEWAY & WALKWAYS = 7810 S.F.
PARKING LOT = 6400 S.F.

PROPOSED IMPERVIOUS AREA

TOTAL PROPOSED AREA OF 5 LOTS = 52194 S.F.
TOTAL PROPOSED IMPERVIOUS AREA = 50 % x LOT AREA
TOTAL PROPOSED IMPERVIOUS AREA = 50 % x 52194 S.F.
TOTAL PROPOSED IMPERVIOUS AREA = 26097 S.F. (50 %)

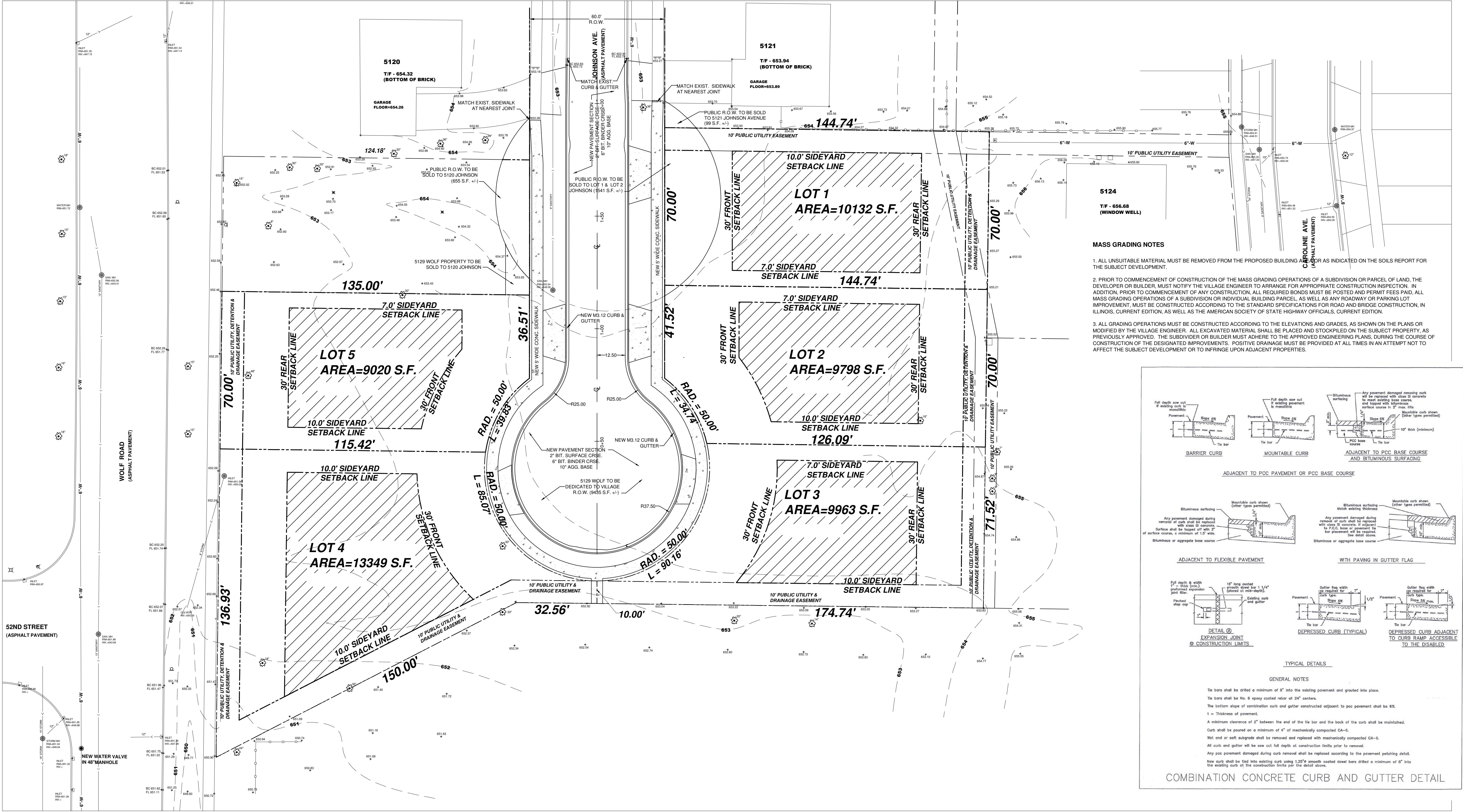
VOLUME CONTROL CALCULATIONS

REQUIRED VOLUME CONTROL VOLUME = IMPERVIOUS AREA x 1" / 12
PROPOSED IMPROVEMENTS, UNLESS SUPERCEDED BY SPECIAL PROVISIONS IN THE VILLAGE OF WESTERN SPRINGS SUBDIVISION AND ENGINEERING SPECIFICATIONS MANUAL.
REQUIRED VOLUME CONTROL VOLUME = 2175 C.F.

DRY WELL VOLUME = 8' x 40' x 4.0' x 5
DRY WELL VOLUME = 6400 C.F.
DRY WELL STORAGE VOLUME = 6400.0 C.F. x 0.35 % VOID RATIO
DRY WELL STORAGE VOLUME = 2240.0 C.F.

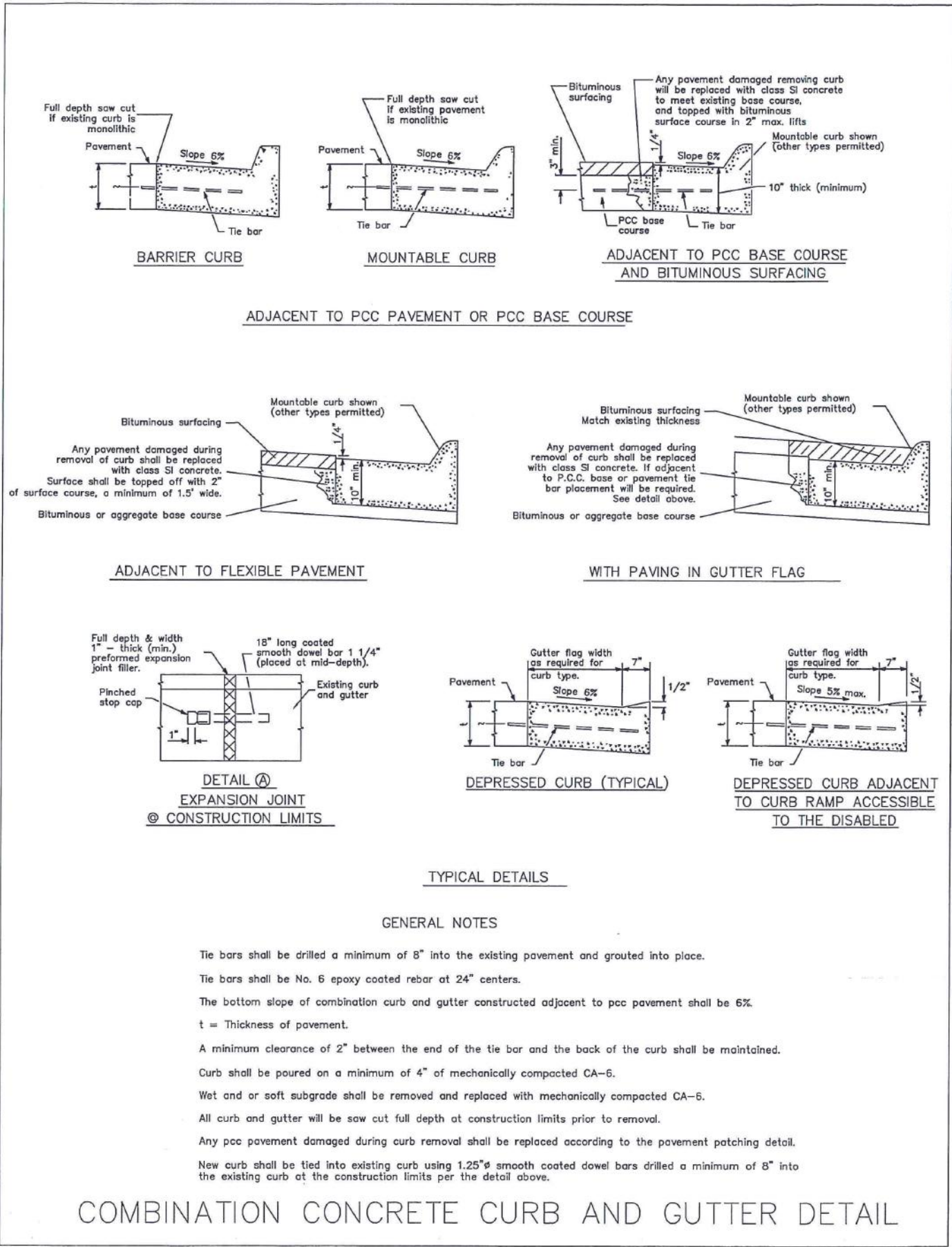
GENERAL NOTES:

1. THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST REVISION, AND THE STANDARD SPECIFICATION FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST REVISION, SHALL GOVERN CONSTRUCTION FOR THE PROPOSED IMPROVEMENTS, UNLESS SUPERCEDED BY SPECIAL PROVISIONS IN THE VILLAGE OF WESTERN SPRINGS SUBDIVISION AND ENGINEERING SPECIFICATIONS MANUAL.
2. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF WESTERN SPRINGS AT LEAST TWO (2) WORKING DAYS BEFORE THE INITIAL START OF OPERATIONS, OPENING ANY STREET PAVEMENT OR ANY TEMPORARY STOP OR RESUMPTION OF OPERATIONS.
3. ALL NEW UNDERGROUND SERVICES SHALL BE PLACED AT LEAST FIVE (5) FEET FROM SANITARY AND WATER SERVICES.
4. WHEREVER THE WORDS "ENGINEER" OR "INSPECTOR" APPEAR, IT SHALL BE INTERPRETED TO MEAN A REPRESENTATIVE OF THE VILLAGE OF WESTERN SPRINGS.
5. A COPY OF THE CITY APPROVED STAMPED PLANS AND SPECIFICATIONS AND OTHER AGENCIES' PERMITS, I.E. COUNTY HIGHWAY, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, ETC., MUST BE KEPT ON THE JOB SITE DURING CONSTRUCTION OF THE PROJECT WORK.
6. CHANGES IN THE ENGINEERING PLANS MUST BE APPROVED BY THE VILLAGE ENGINEER. A WRITTEN REQUEST, ACCOMPANIED BY REVISED ENGINEERING PLANS, IS TO BE SUBMITTED AND APPROVED BEFORE CHANGES ARE STARTED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES (AMERITECH, COMMONWEALTH EDISON ELECTRIC COMPANY, ETC.) PRIOR TO CONSTRUCTION AND ALL UTILITIES DAMAGED AND/OR DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER, LOCATIONS AS SHOWN ARE APPROXIMATE AND BASED UPON THE BEST AVAILABLE INFORMATION. CALL J.U.L.I.E. FOR MAJOR UTILITY LOCATIONS.
8. THE CONTRACTOR IS TO VERIFY ALL ELEVATIONS PRIOR TO THE START OF WORK AND, IF THERE ARE ANY DISCREPANCIES, IS TO NOTIFY THE DESIGN ENGINEER AT ONCE. NO WORK SHALL BE DONE UNTIL THE DISCREPANCIES ARE RESOLVED.
9. EXISTING UTILITIES TO BE ABANDONED IN PLACE SHALL BE REMOVED TO A MINIMUM DISTANCE OF 15 FEET ON EACH SIDE OF ANY EXISTING UTILITIES TO REMAIN IN SERVICE AND/OR ANY PROPOSED UTILITIES.
10. CONCRETE STREET PATCH REQUIRED TO BE FULL CONCRETE PANEL REPLACEMENT, 1 / 2 STREET A THE TIME TO MAINTAIN TRAFFIC. NO PARTIAL AREA PATCHING PERMITTED.



MASS GRADING NOTES

1. ALL UNSUITABLE MATERIAL MUST BE REMOVED FROM THE PROPOSED BUILDING AREA AS INDICATED ON THE SOILS REPORT FOR THE SUBJECT DEVELOPMENT.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE MASS GRADING OPERATIONS OF A SUBDIVISION OR PARCEL OF LAND, THE DEVELOPER OR BUILDER, MUST NOTIFY THE VILLAGE ENGINEER TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION. IN ADDITION, PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, ALL REQUIRED BONDS MUST BE POSTED AND PERMIT FEES PAID, ALL MASS GRADING OPERATIONS OF A SUBDIVISION OR INDIVIDUAL BUILDING PARCEL, AS WELL AS ANY ROADWAY OR PARKING LOT IMPROVEMENT, MUST BE CONSTRUCTED ACCORDING TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, IN ILLINOIS, CURRENT EDITION, AS WELL AS THE AMERICAN SOCIETY OF STATE HIGHWAY OFFICIALS, CURRENT EDITION.
3. ALL GRADING OPERATIONS MUST BE CONSTRUCTED ACCORDING TO THE ELEVATIONS AND GRADES, AS SHOWN ON THE PLANS OR MODIFIED BY THE VILLAGE ENGINEER. ALL EXCAVATED MATERIAL SHALL BE PLACED AND STOCKPILED ON THE SUBJECT PROPERTY, AS PREVIOUSLY APPROVED. THE SUBDIVIDER OR BUILDER MUST ADHERE TO THE APPROVED ENGINEERING PLANS, DURING THE COURSE OF CONSTRUCTION OF THE DESIGNATED IMPROVEMENTS. POSITIVE DRAINAGE MUST BE PROVIDED AT ALL TIMES IN AN ATTEMPT NOT TO AFFECT THE SUBJECT DEVELOPMENT OR TO INFRINGE UPON ADJACENT PROPERTIES.



GEOMETRY PLAN

5129 WOLF ROAD - WESTERN SPRINGS, IL

DRAWN BY: -

CHECKED BY: -

FILE NAME: -

JOB DIRECTORY: -

GENERAL REVISION
REVISIONS

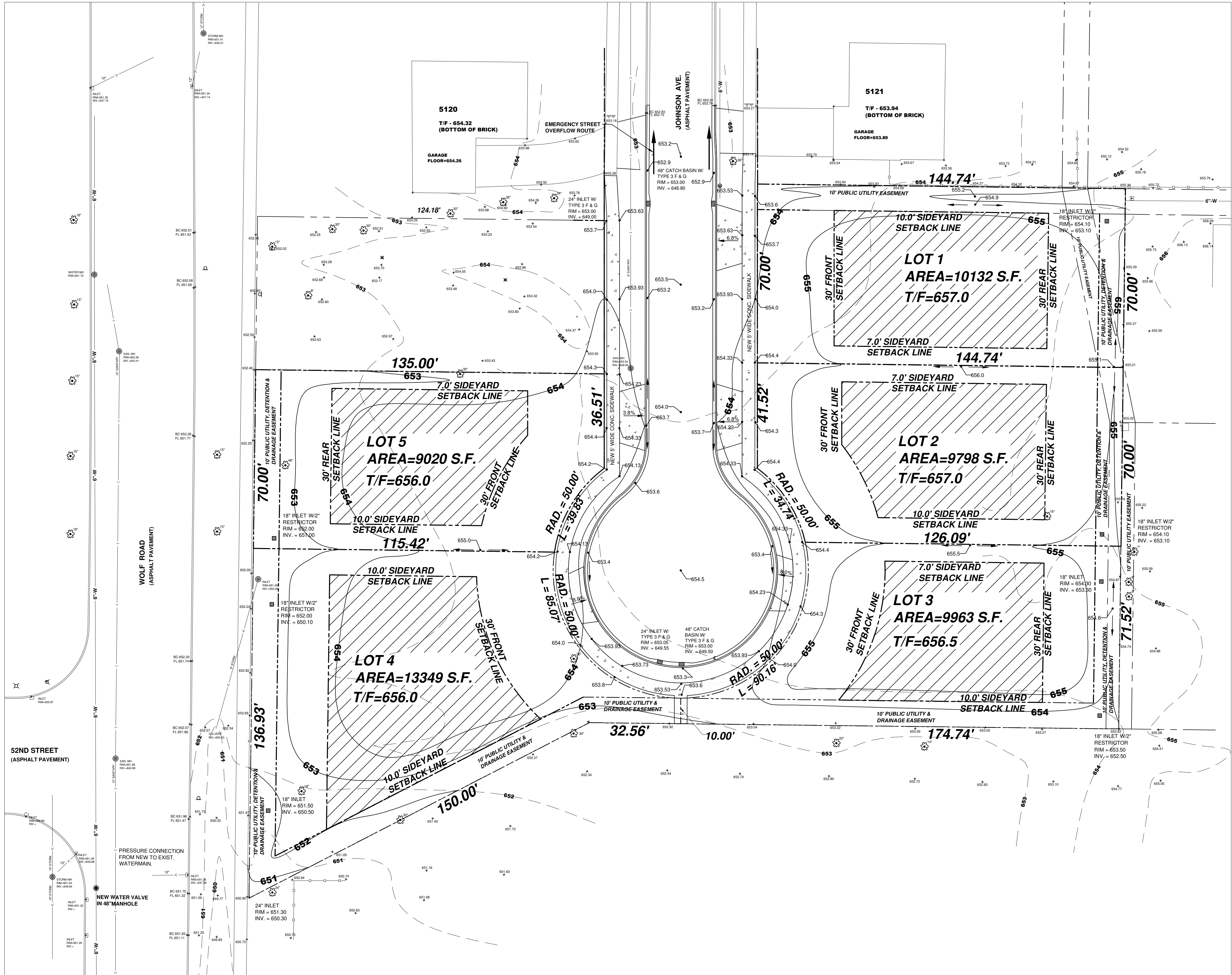
PREPARED FOR
RAFTERY CONSTRUCTION

Gabriel Group, Inc.
Civil Engineering Solutions
P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

Sheet 2 / 6

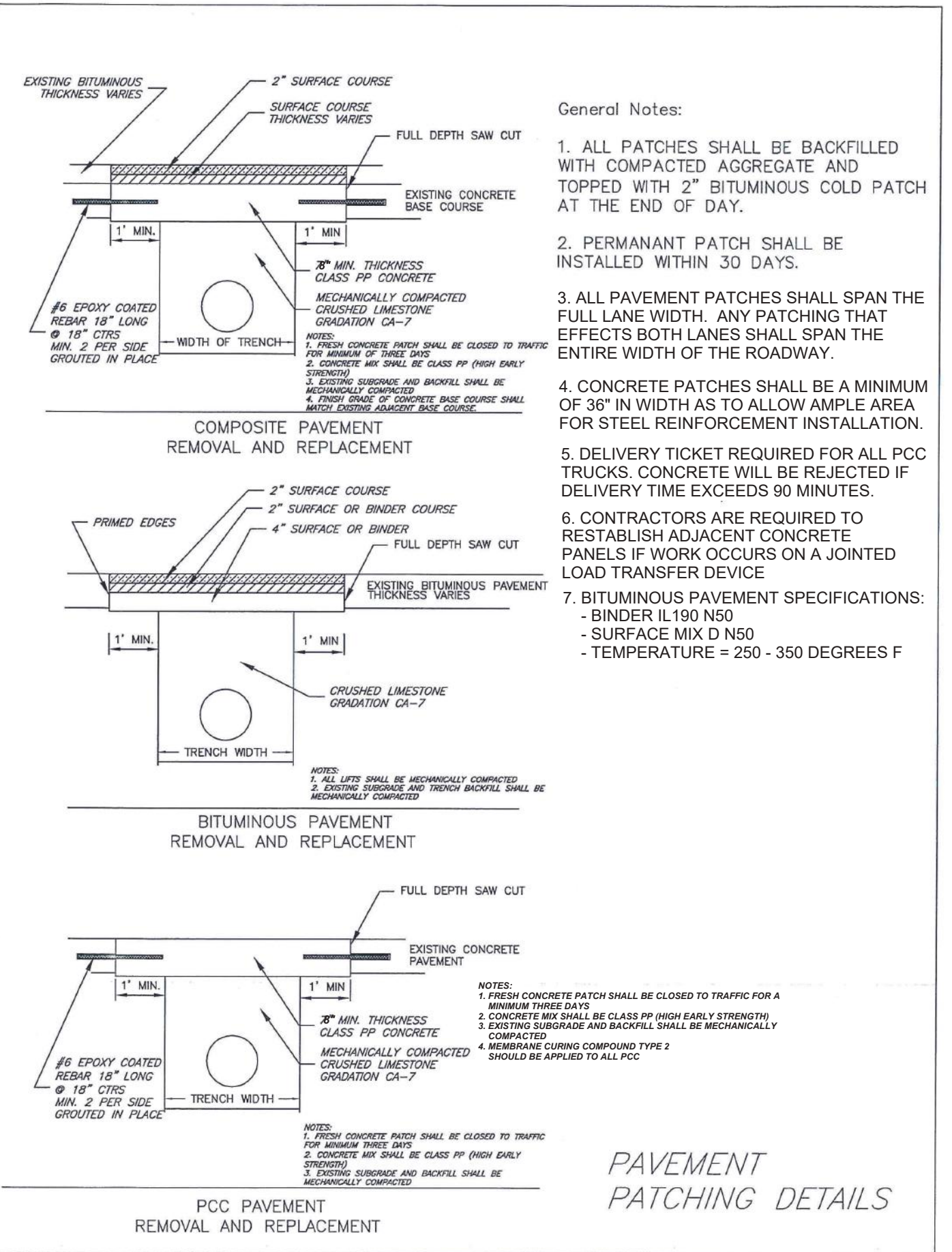
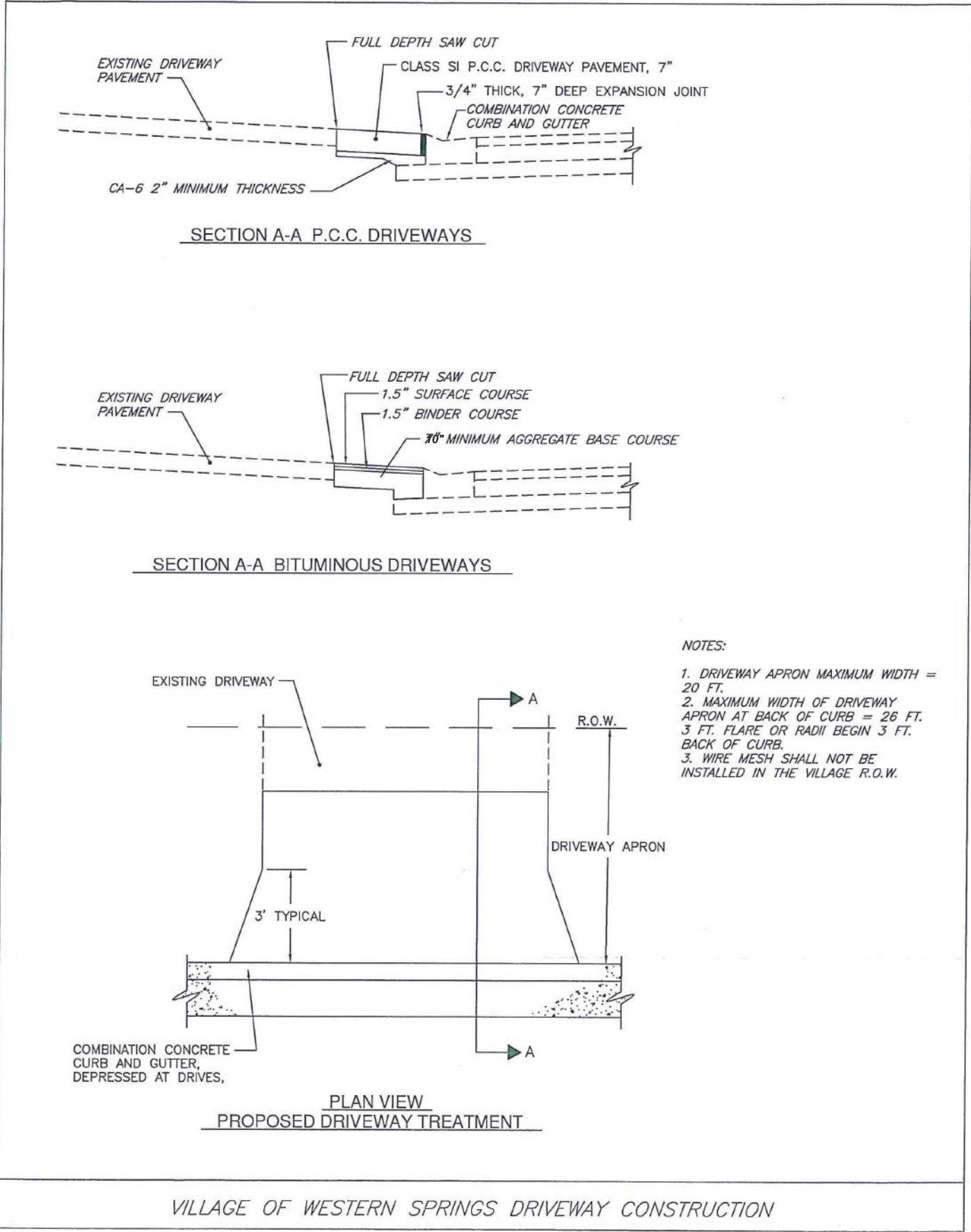
GRADING PLAN

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL



MASS GRADING NOTES

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GRADING PLAN

5129 WOLF ROAD - WESTERN SPRINGS, IL

DRAWN BY: -

CHECKED BY: -

GENERAL REVISION

REVISIONS

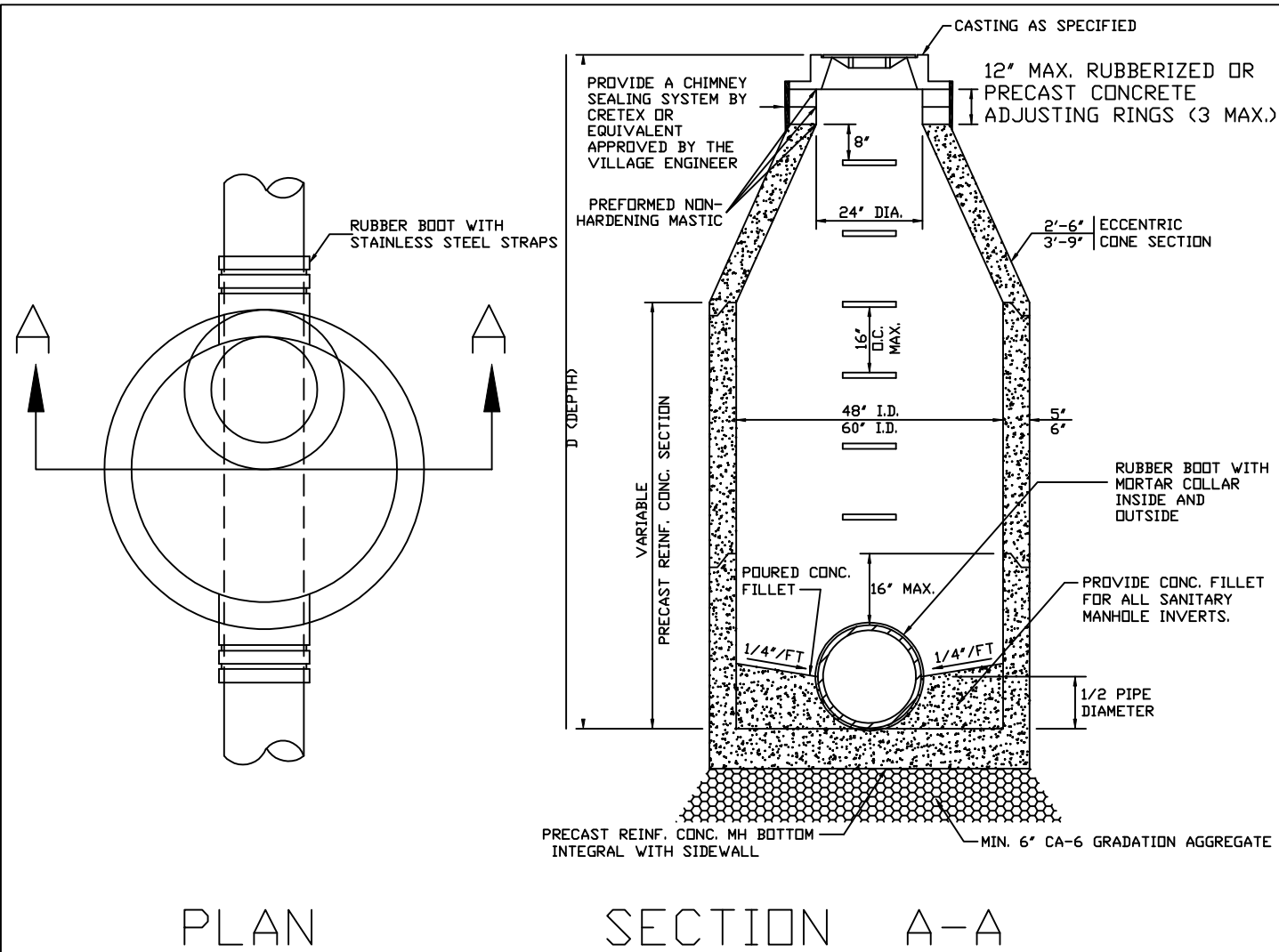
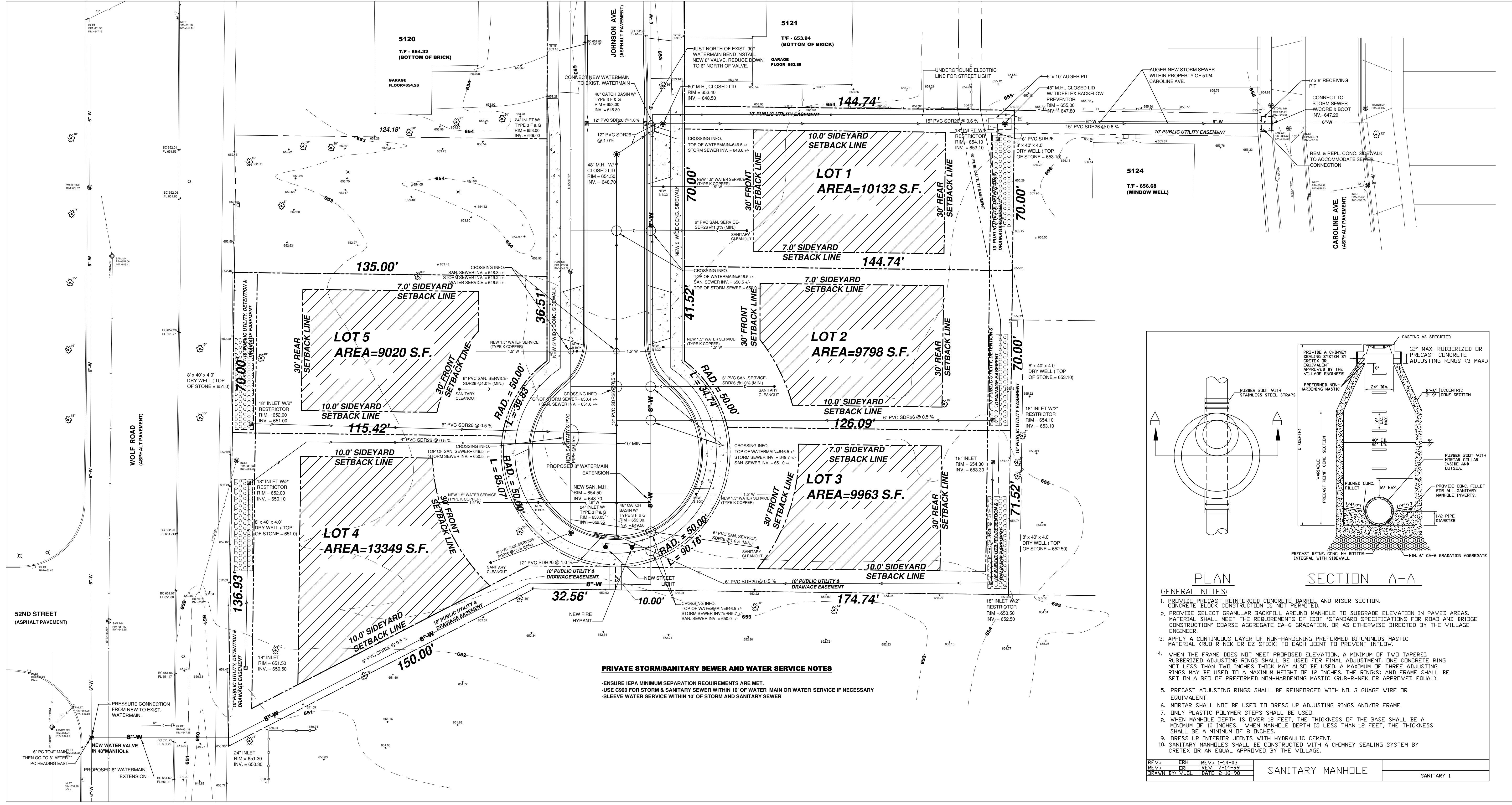
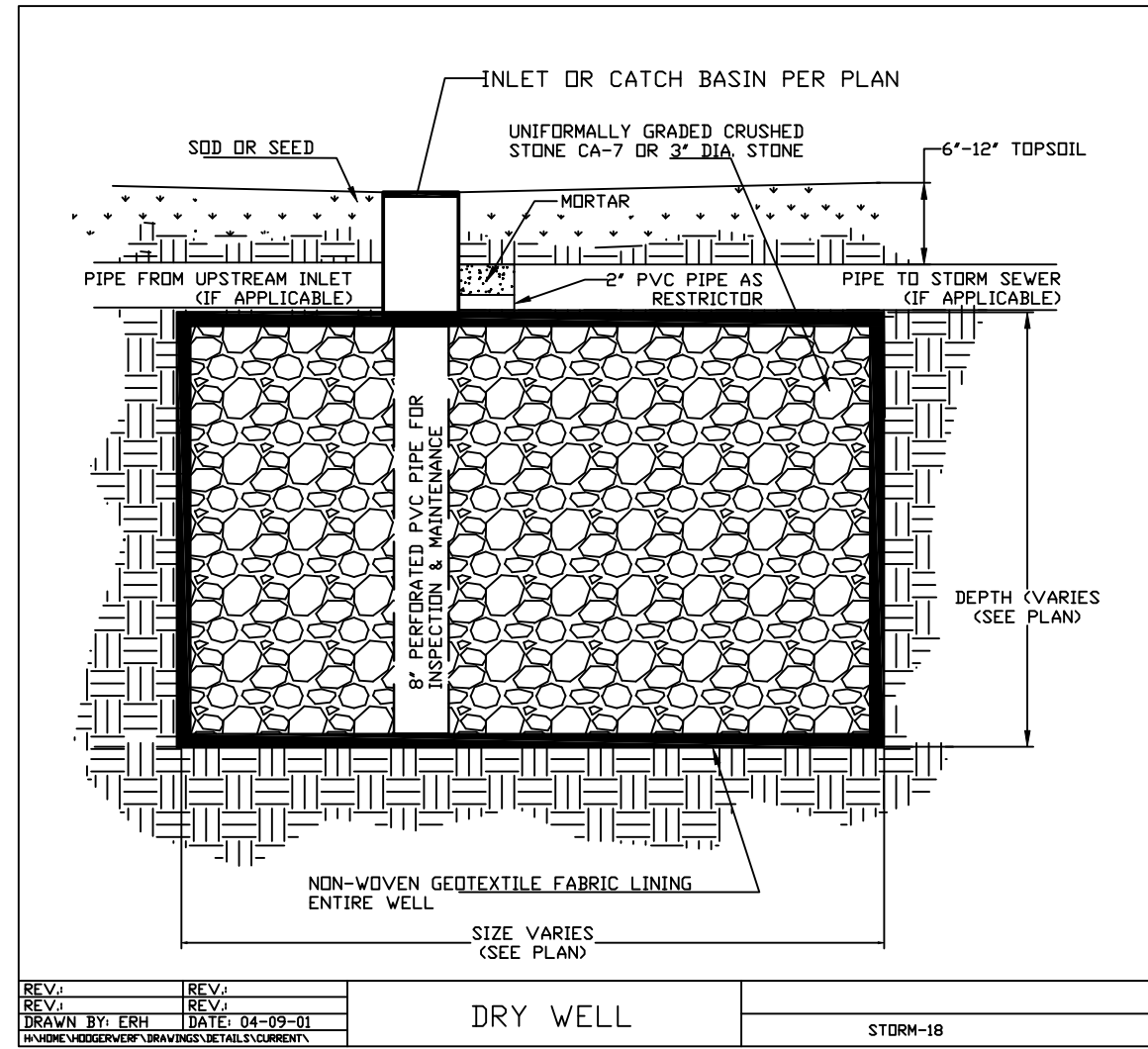
PREPARED FOR
RAFTERY CONSTRUCTION

Gabriel Group, Inc.
Civil Engineering Solutions
P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9993 Fax: 630-756-4151

UTILITY PLAN

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL

DRY WELL NOTES
-INSTALL CONSTRUCTION FENCING AROUND PERIMETER OF PROPOSED DRY WELL PRIOR TO ANY OTHER ON-SITE CONSTRUCTION OR DEMOLITION
-DRY WELL SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO START OF HOUSE CONSTRUCTION
-DRY WELL TO BE INSPECTED AND REPAIRED AS NECESSARY, BUT AT A MINIMUM OF ONCE DURING THE SPRING AND ONCE DURING THE FALL.
-DRY WELLS SHALL BE A LEAST 10 FEET FROM STRUCTURES WITH DRAINILE.



- GENERAL NOTES:**
1. PROVIDE PRECAST REINFORCED CONCRETE BARREL AND RISER SECTION. CONCRETE BLOCK CONSTRUCTION IS NOT PERMITTED.
 2. PROVIDE SELECT GRANULAR BACKFILL AROUND MANHOLE TO SUBGRADE ELEVATION IN PAVED AREAS. MATERIAL SHALL MEET THE REQUIREMENTS OF IDOT 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION' COARSE AGGREGATE CA-6 GRADATION, OR AS OTHERWISE DIRECTED BY THE VILLAGE ENGINEER.
 3. APPLY A CONTINUOUS LAYER OF NON-HARDENING PREFORMED BITUMINOUS MASTIC MATERIAL (CRUB-R-NEK OR EZ STICK) TO EACH JOINT TO PREVENT INFLOW.
 4. WHEN THE FRAME DOES NOT MEET PROPOSED ELEVATION, A MINIMUM OF TWO TAPERED RUBBERIZED ADJUSTING RINGS SHALL BE USED FOR FINAL ADJUSTMENT. ONE CONCRETE RING NOT LESS THAN TWO INCHES THICK MAY ALSO BE USED. A MAXIMUM OF THREE ADJUSTING RINGS MAY BE USED TO A MAXIMUM HEIGHT OF 12 INCHES. THE RINGS AND FRAME SHALL BE SET ON A BED OF PREFORMED NON-HARDENING MASTIC (CRUB-R-NEK OR APPROVED EQUAL).
 5. PRECAST ADJUSTING RINGS SHALL BE REINFORCED WITH NO. 3 GAUGE WIRE OR EQUIVALENT.
 6. MORTAR SHALL NOT BE USED TO DRESS UP ADJUSTING RINGS AND/OR FRAME.
 7. ONLY PLASTIC POLYMER STEPS SHALL BE USED.
 8. WHEN MANHOLE DEPTH IS OVER 12 FEET, THE THICKNESS OF THE BASE SHALL BE A MINIMUM OF 10 INCHES. WHEN MANHOLE DEPTH IS LESS THAN 12 FEET, THE THICKNESS SHALL BE A MINIMUM OF 8 INCHES.
 9. DRESS UP INTERIOR JOINTS WITH HYDRAULIC CEMENT.
 10. SANITARY MANHOLES SHALL BE CONSTRUCTED WITH A CHIMNEY SEALING SYSTEM BY CRETEX OR AN EQUAL APPROVED BY THE VILLAGE.

REV.	ERR	REV.	1-14-03
DRAWN BY:	VJL	DATE:	2-16-98

UTILITY PLAN

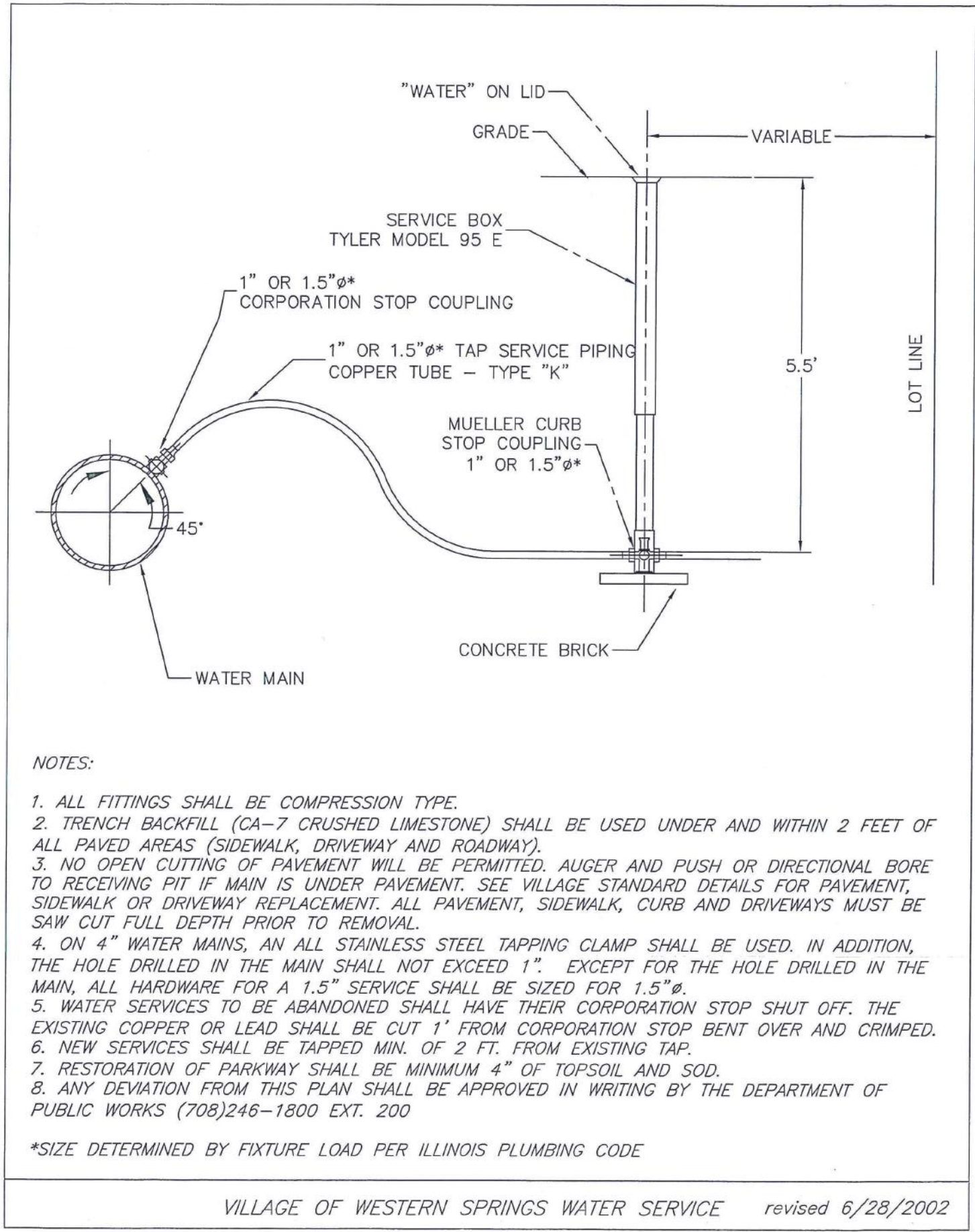
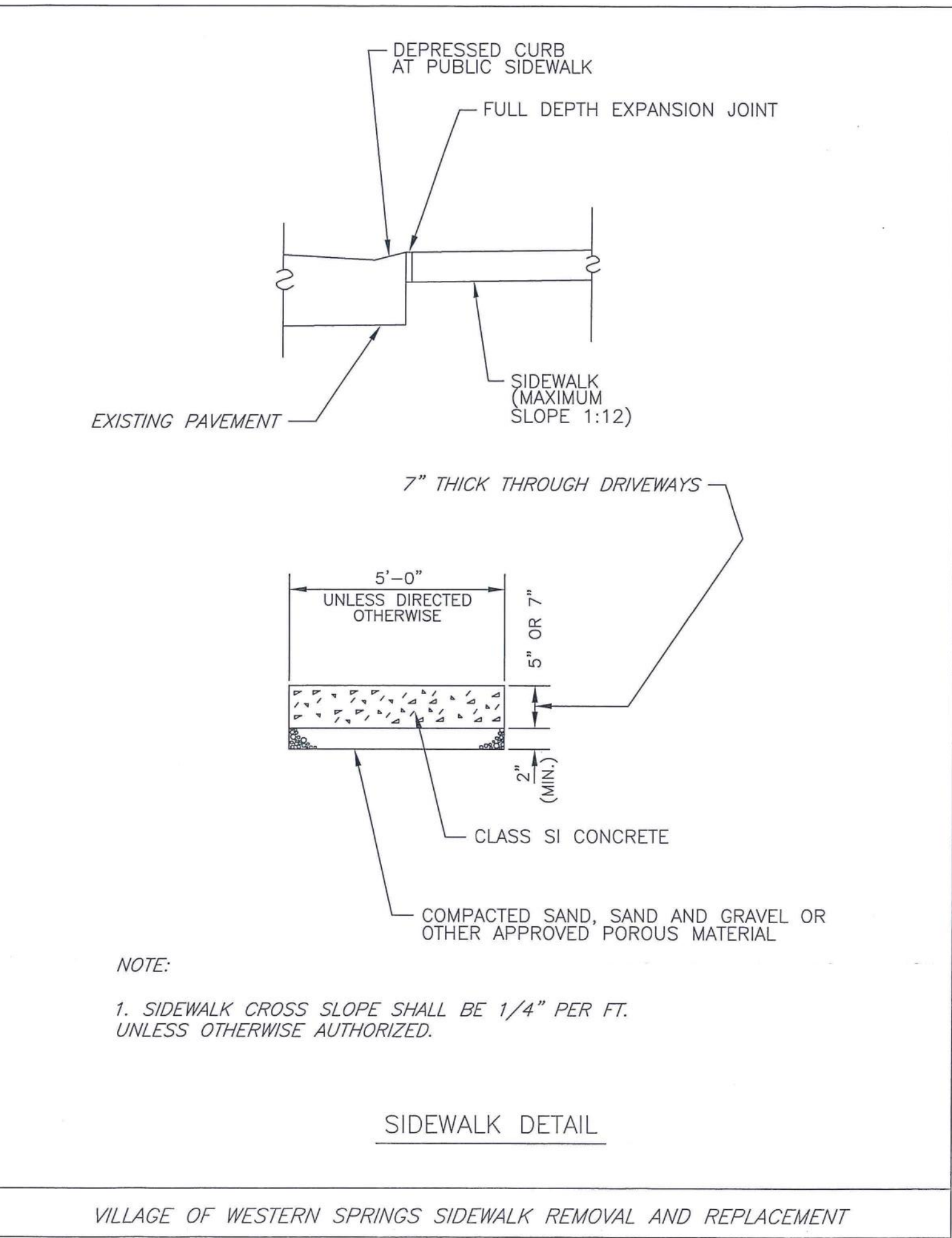
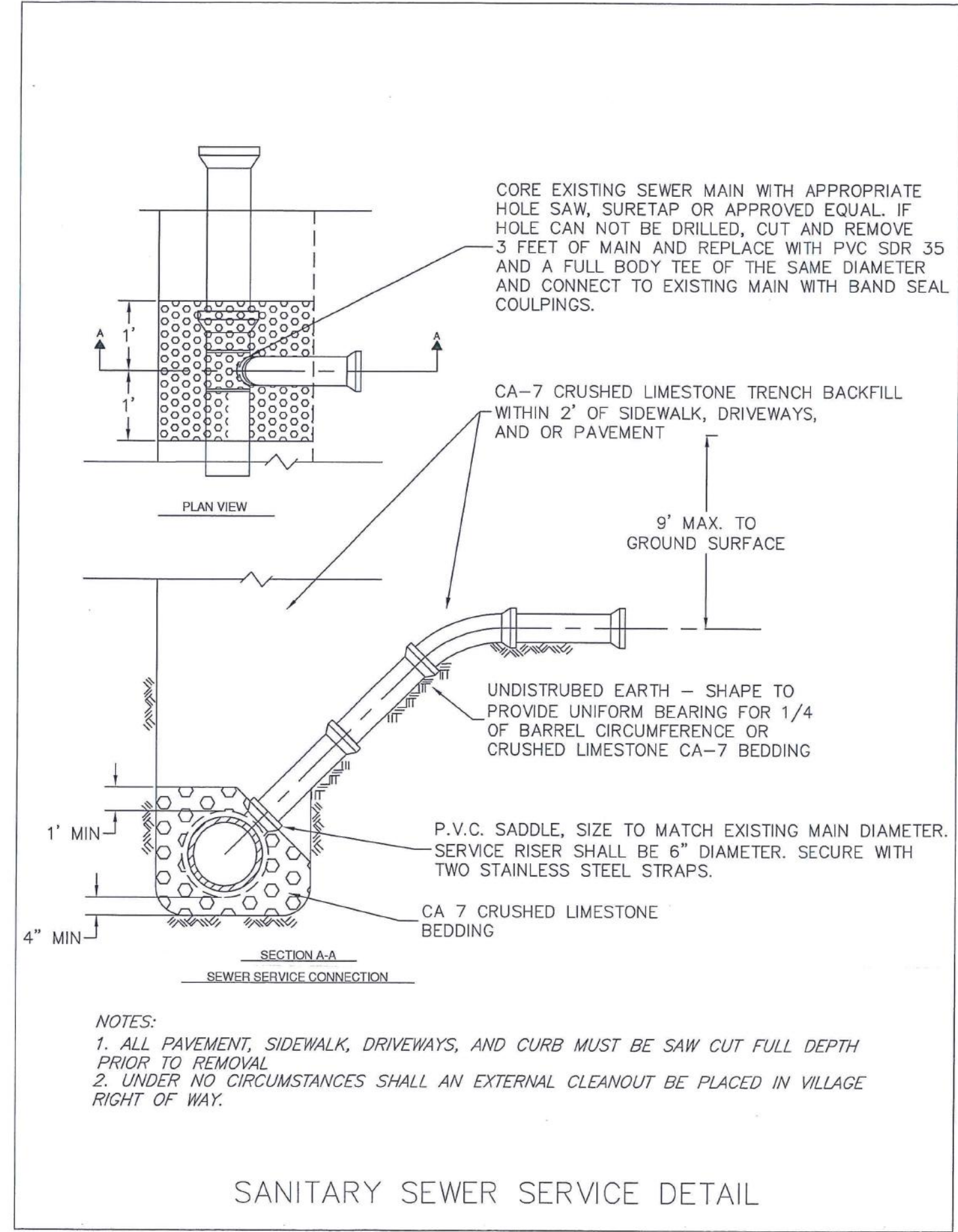
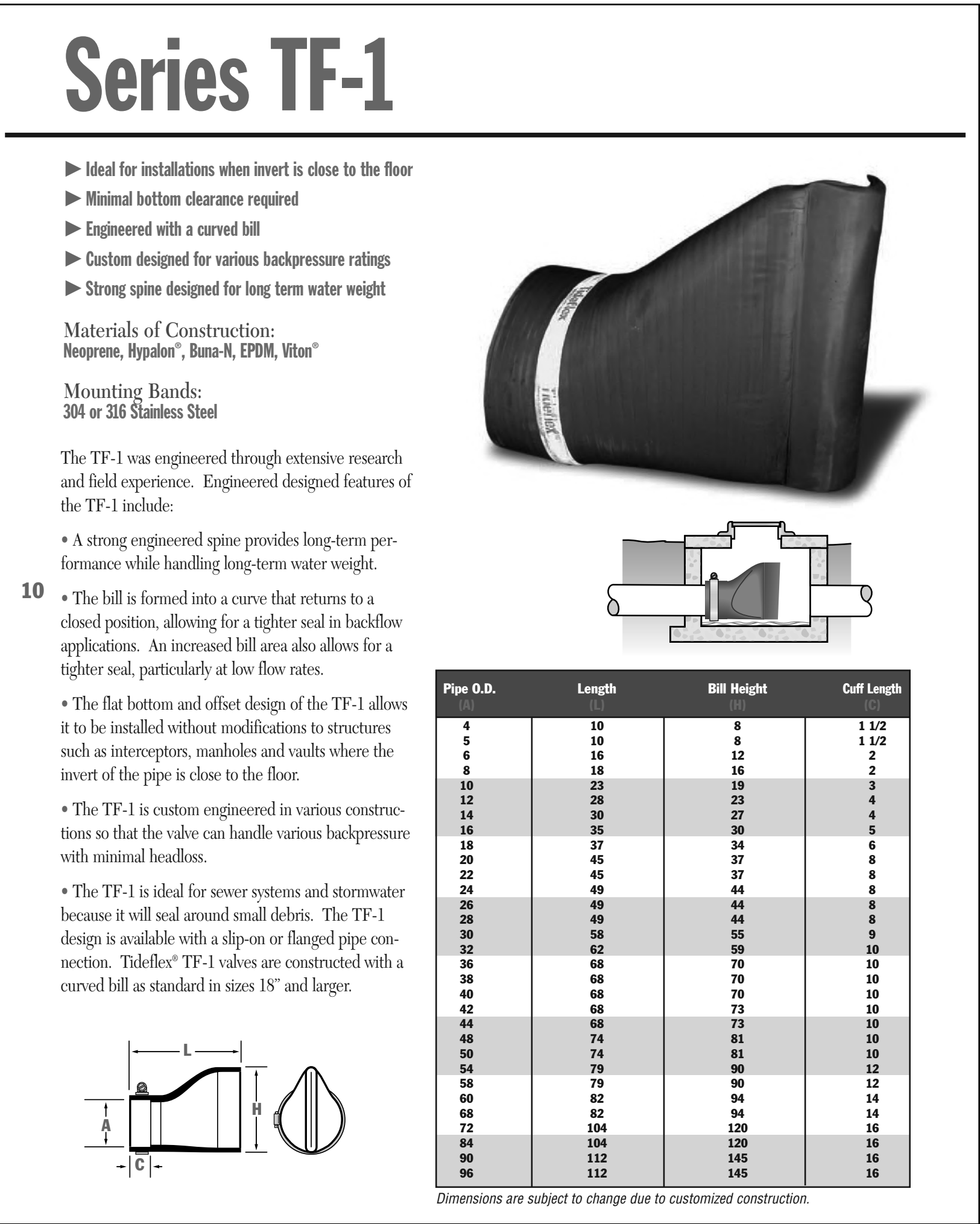
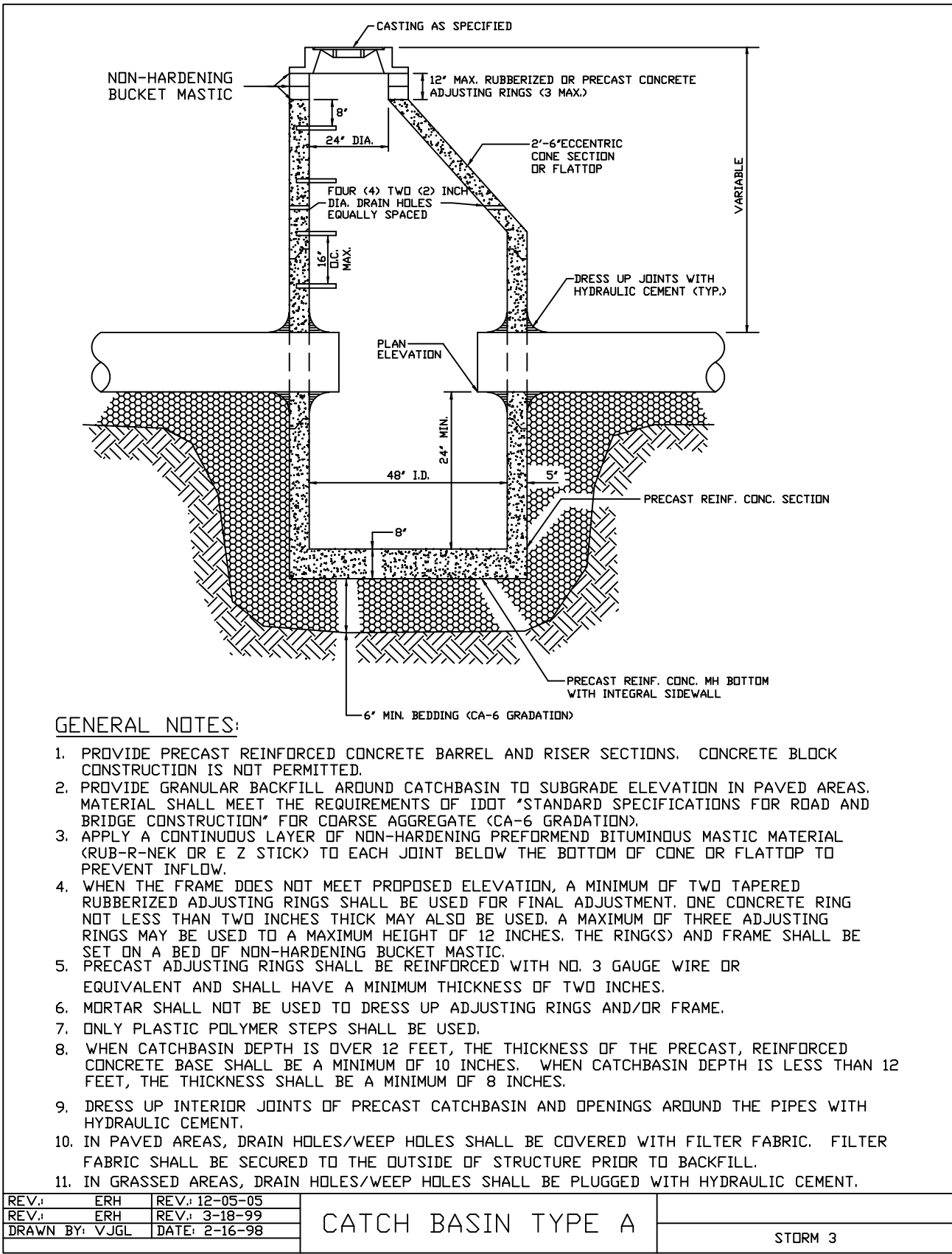
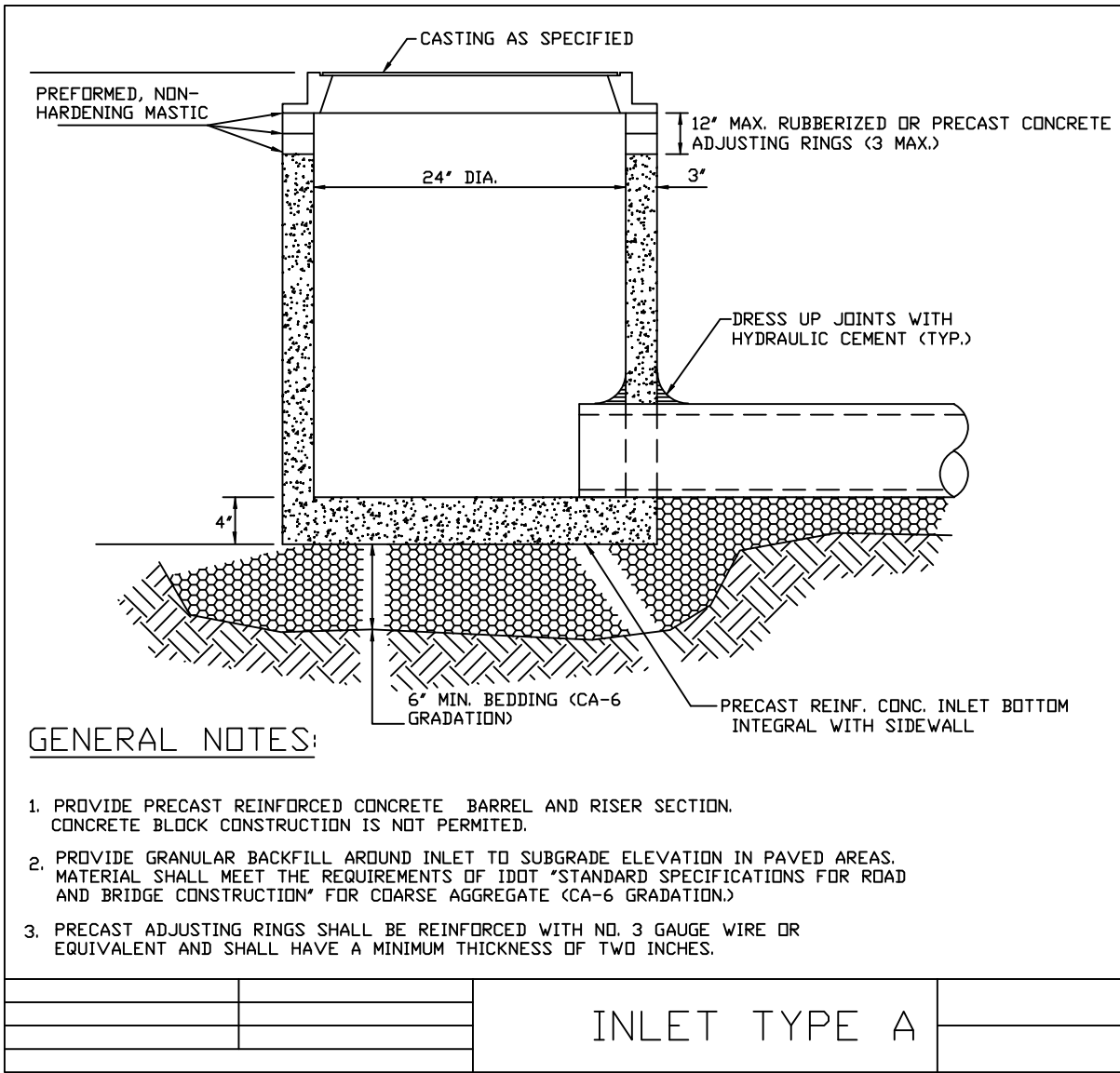
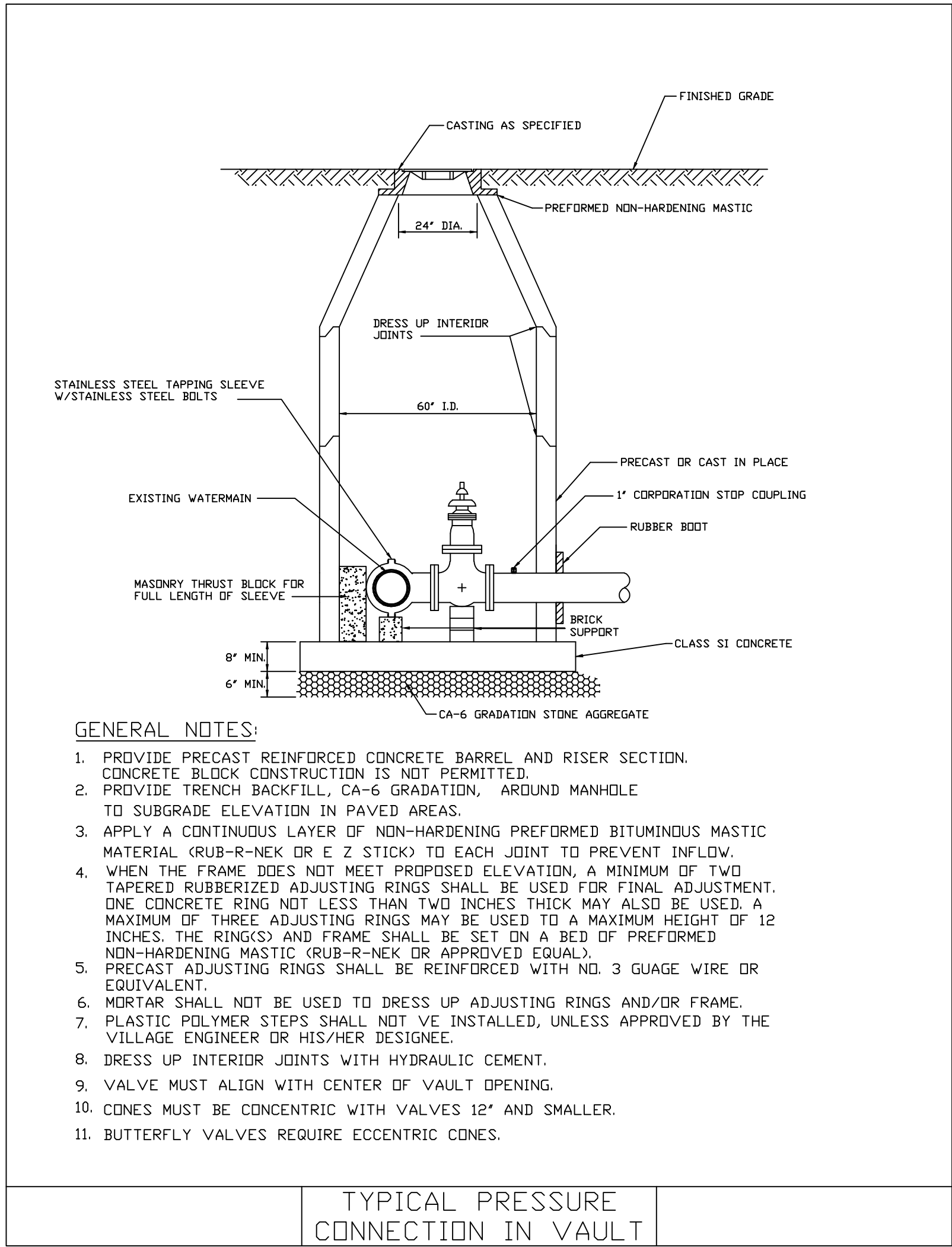
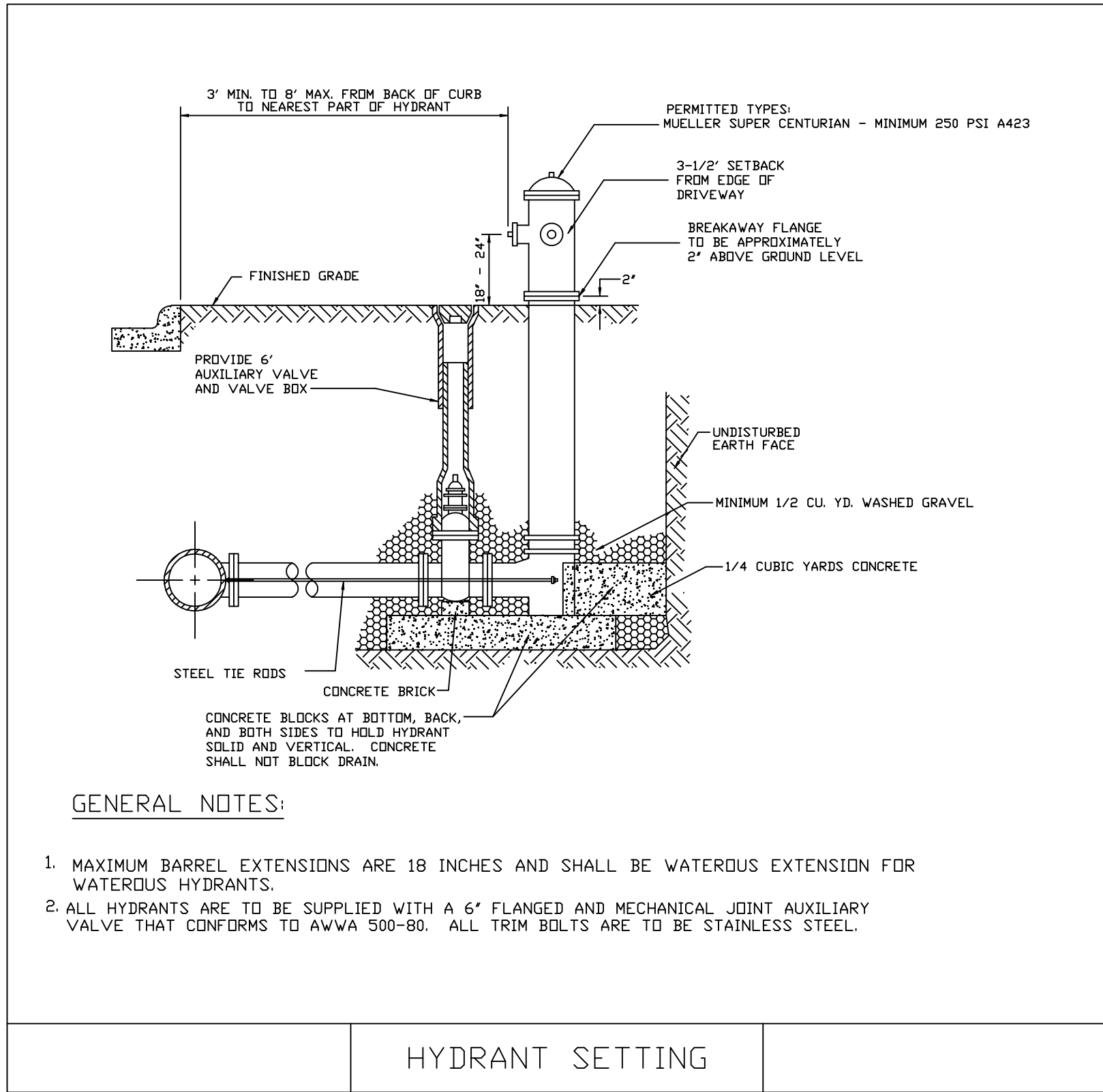
5129 WOLF ROAD - WESTERN SPRINGS, IL

PREPARED FOR
RAFTERY CONSTRUCTION

Gabriel Group, Inc.
Civil Engineering Solutions
P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

DETAIL SHEET

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL



DETAIL SHEET

5129 WOLF ROAD - WESTERN SPRINGS, IL

DRAWN BY: -

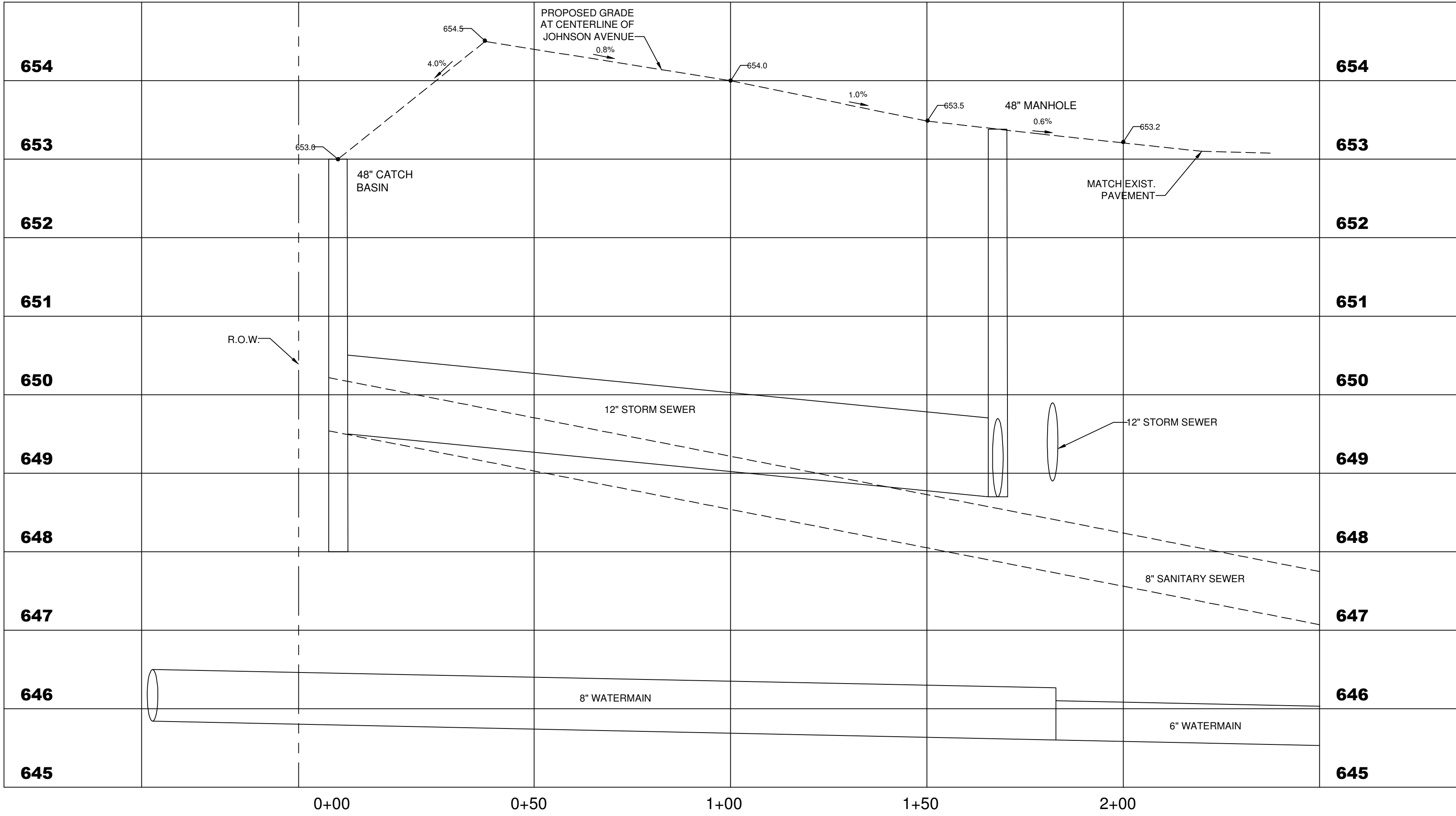
FILE NAME: -

GENERAL REVISION

PREPARED FOR
RAFFERY CONSTRUCTION

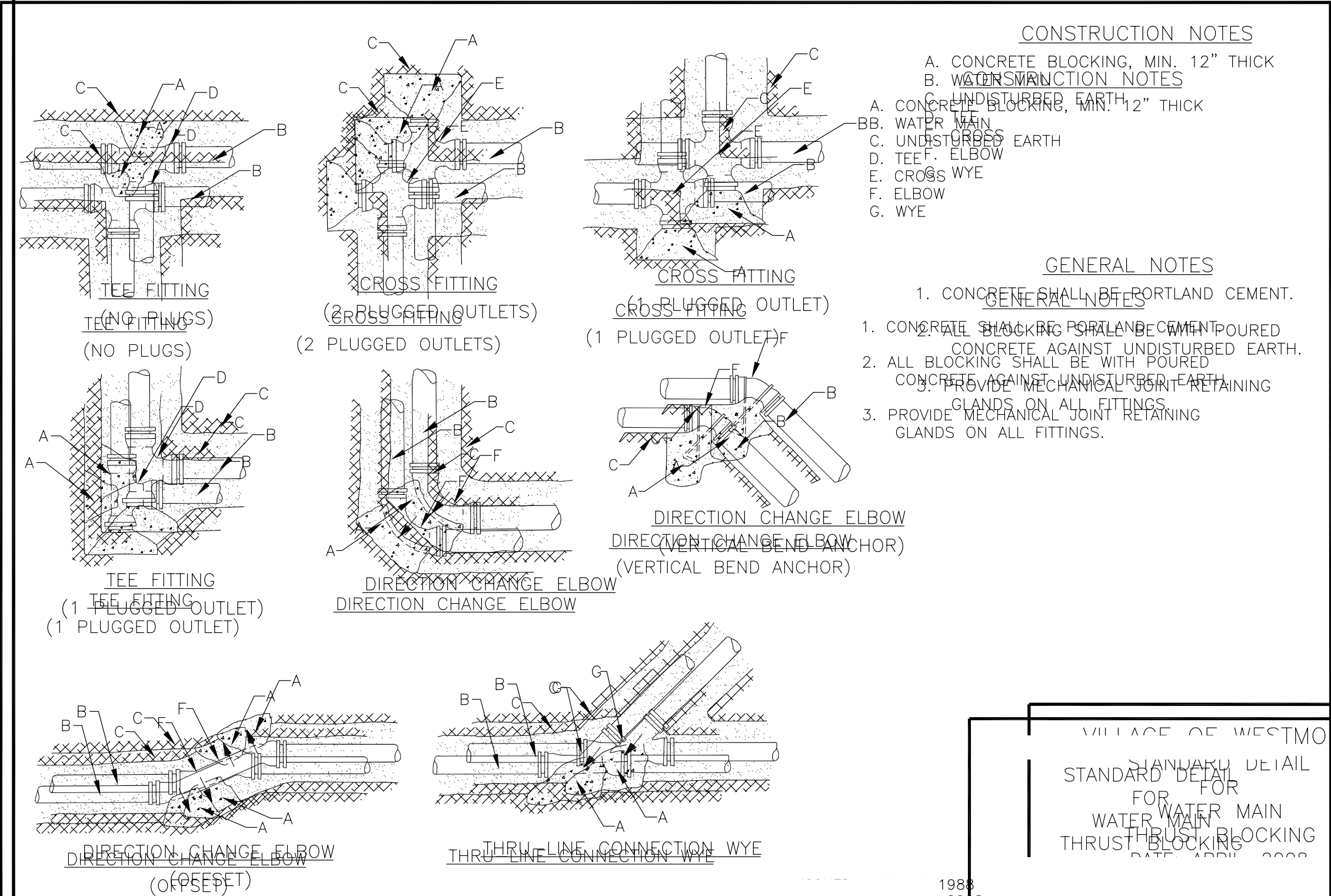
Gabriel Group, Inc.
Civil Engineering Solutions
P.O. Box 5376 • Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

JOHN AVENUE PROFILE (SCALE: 1"=20')



JOHNSON AVENUE PROFILE

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL



JOHNSON AVENUE PROFILE

5129 WOLF ROAD - WESTERN SPRINGS, IL

FILE NAME : -
JOB DIRECTORY : -

GENERAL REVISION
REVISIONS

PREPARED FOR
RAFFERTY CONSTRUCTION

Gabriel Group, Inc.
Civil Engineering Solutions
P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

Exhibit "B"

Legal Description of Parcel – 5129 South Wolf Road, Western Springs, Illinois

LOT 3 IN ST. JAMES RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NUMBER 16886199), BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-319-025-0000

Legal Description for the Johnson Avenue ROW Parcel:

THAT PART OF THE 66 FEET WIDE LAWN AVENUE, LYING SOUTH OF THE NORTH LINE OF WESTERN SPRINGS TOWNHOMES, RECORDED MARCH 29, 1999, AS DOCUMENT NO. 99297584, LYING NORTH OF THAT PART OF LOT 6 IN BLOCK 12 AND PART OF LOT 6 IN BLOCK 14 IN SPRINGDALE UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO:

THAT PART OF LOTS 1 AND 3 IN ST. JAMES COURT RESUBDIVISION OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS, BE A RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NO. 16886199) RECORDED JUNE 14, 2016 AS DOCUMENT NO. 1616634051 BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Exhibit "C"

**Site Plan for the Development,
Prepared by Gabriel Group, Inc.
revised dated June 3, 2025**

(attached)



SCALE: 1" = 20'

EXISTING TOPOGRAPHY, REMOVAL & EROSION CONTROL PLAN

FOR

5129 WOLF ROAD - WESTERN SPRINGS, IL

EROSION CONTROL NOTES

1. THE SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR SOIL AND SEDIMENTATION CONTROL, PROCEDURES AND STANDARDS FOR URBAN SOIL, AND SEDIMENTATION CONTROL IN ILLINOIS, AND THE CITY OF WESTERN SPRINGS.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED.
3. SEDIMENTATION BASINS, BARRIERS, AND ALL APPROPRIATE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO MASS GRADING.
4. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS DEEMED NECESSARY BY THE CITY OF WESTERN SPRINGS.
5. INSTALL PERMANENT SEEDING AND SOD IN ALL AREAS AS REQUIRED BY THE CITY OF WESTERN SPRINGS.
6. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 7 DAYS, IT SHALL BE SURROUNDED BY SILT FENCE. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 14 DAYS, IT SHALL BE PROTECTED WITH TEMPORARY SEEDING.
7. ALL FLARED END SECTIONS SHALL BE PROTECTED BY SEDIMENT SETTLING BASINS AND/OR STRAW BALES UNTIL GROUND COVER HAS BEEN ESTABLISHED. FILTER FABRIC SHALL BE PLACED UNDER ALL INLET GRATES UNTIL GROUND COVER HAS BEEN ESTABLISHED.
8. WATER PUMPED, OR OTHERWISE DISCHARGED, FROM THE SITE AS PART OF CONSTRUCTION DEWATERING SHALL BE FILTERED.
9. ALL SOIL, MUD AND DEBRIS WASHED, TRACKED OR DEPOSITED ONTO THE STREET SHALL BE REMOVED AT THE END OF EACH WORK DAY.
10. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE AFTER THE FOUNDATION HAS BEEN BACKFILLED. THE GRAVEL DRIVE SHALL BE INSTALLED WITHIN 7 DAYS OF THE FOUNDATION BACKFILLING AND PRIOR TO THE START OF ANY CONSTRUCTION ABOVE THE TOP OF FOUNDATION.
11. GROUND COVER (SEED AND MULCH OR SOD) SHALL BE PLACED ON ALL DISTURBED AREAS WITHIN 14 DAYS OF THE COMPLETION OF TOP SOIL PLACEMENT AND FINAL GRADING. IF WEATHER CONDITIONS PRECLUDE THE PLACEMENT OF SEED AND MULCH OR SOD, ALL DISTURBED AREAS SHALL BE PROTECTED WITH EROSION BLANKET.

PLAN CONTENT

SHEET 1	EXISTING TOPOGRAPHY, REMOVAL & EROSION CONTROL PLAN
SHEET 2	SITE GEOMETRY PLAN
SHEET 3	SITE GRADING
SHEET 4	SITE UTILITY PLAN
SHEET 5	DETAILS
SHEET 6	JOHNSON AVENUE PROFILE

BENCHMARK INFORMATION

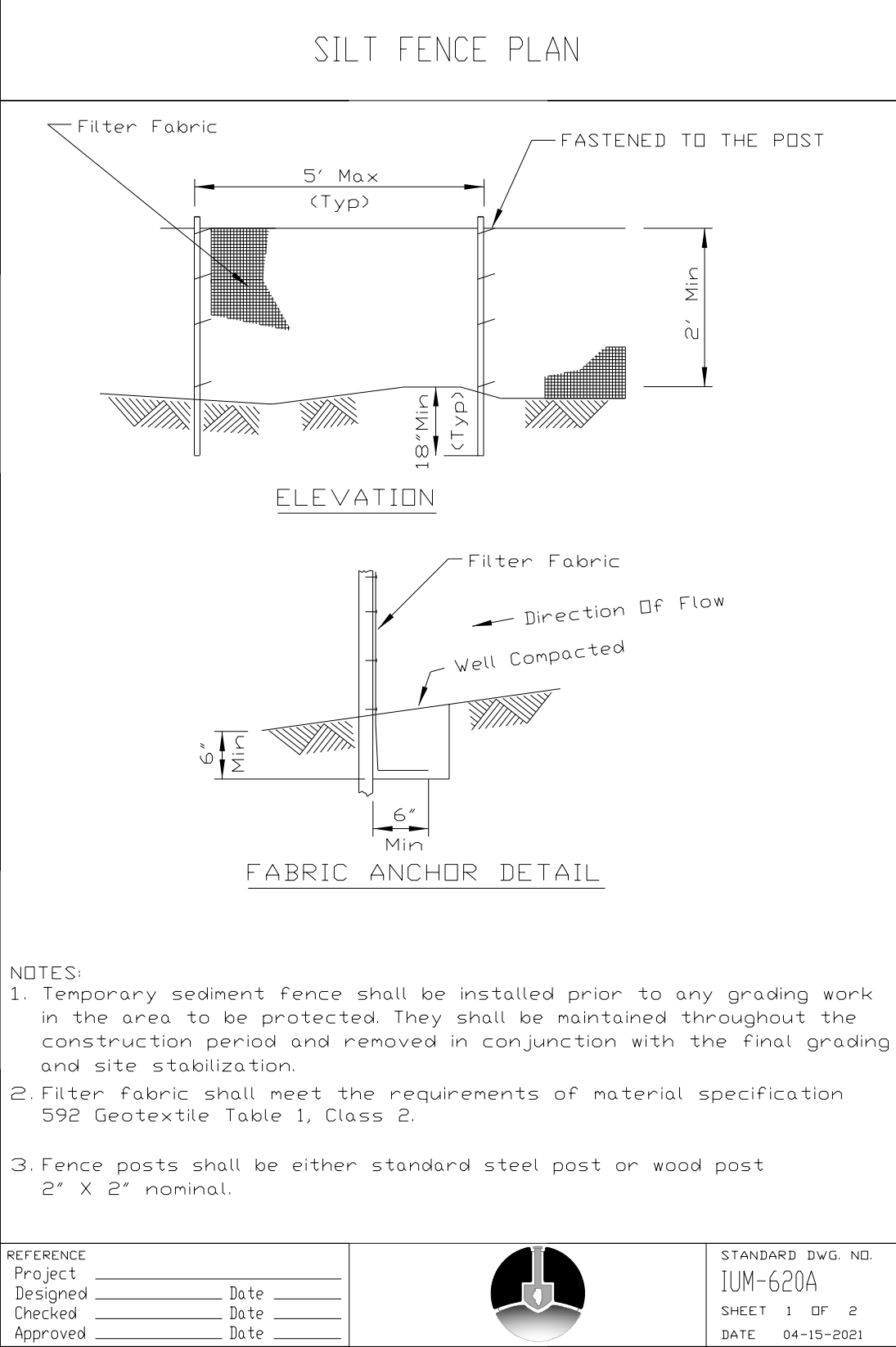
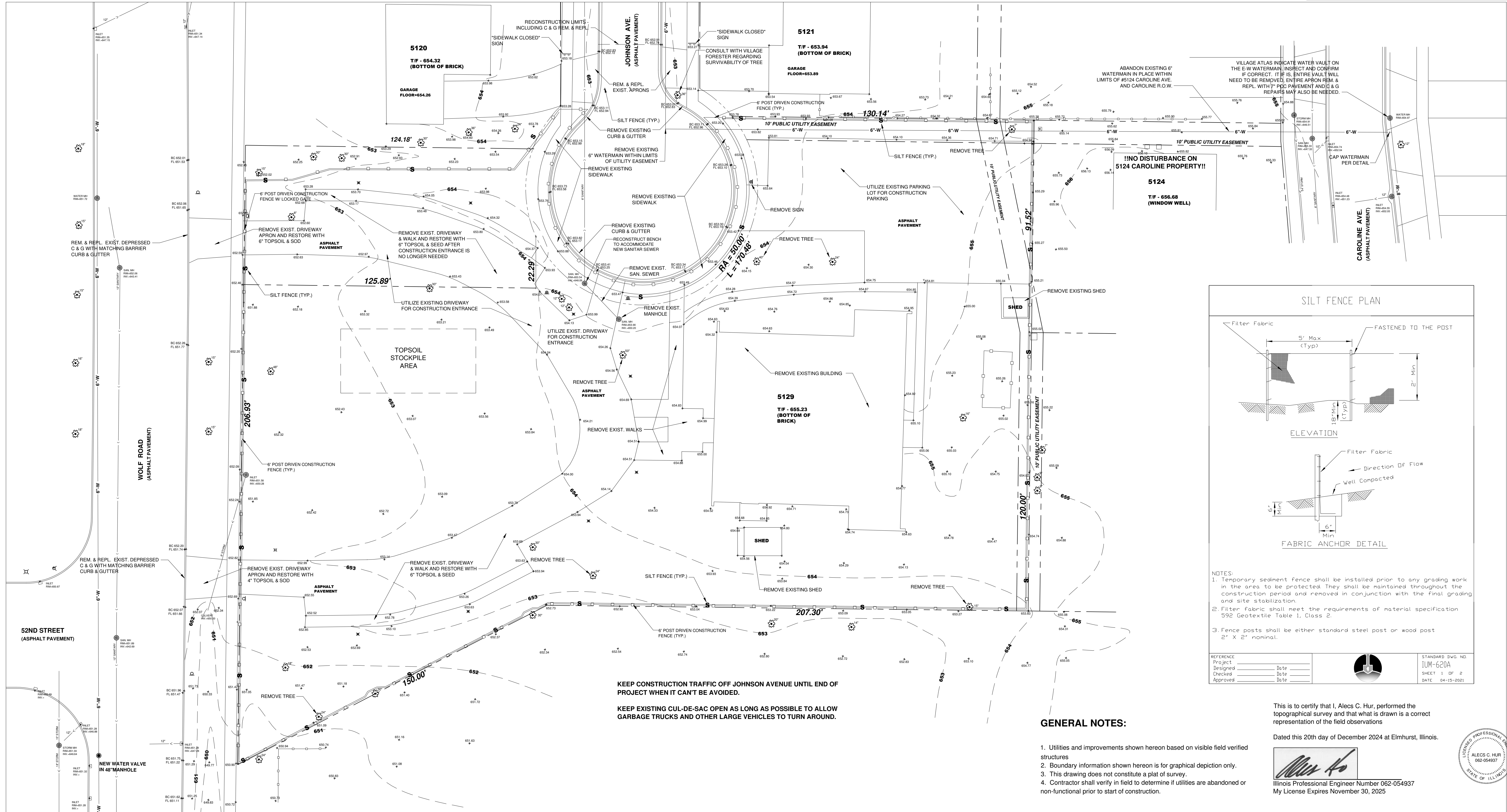
STORM MANHOLE LOCATED AT THE INTERSECTION OF WOLF ROAD AND 53RD STREET.
ELEVATION = 651.28
BENCHMARK: SANITARY MANHOLE LOCATED AT THE INTERSECTION OF WOLF ROAD AND 52ND STREET.
RIM ELEVATION = 651.89

LEGEND

	Existing	Proposed
Sanitary Sewer	— C —	— C —
Storm Sewer	— < —	— < —
Watermain	— 6" W —	— 6" W —
Contour Lines	— 704 —	— 704 —
Spot Elevations	705.00	705.00
Fence	— + —	— + —
Fire Hydrant	— FH —	— FH —
Manhole	— MH —	— MH —
Light Pole	— LP —	— LP —
Power Pole	— PP —	— PP —
B-Box	— BB —	— BB —
San. Cleanout	— SC —	— SC —
Tree	— T —	— T —
Shrubs	— S —	— S —
Drainage Pattern	— DP —	— DP —
Silt Fence	— S —	— S —

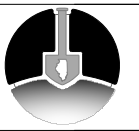
PROPOSED CONSTRUCTION SEQUENCE

1. DEMOLITION & INSTALL EROSION CONTROL
2. INSTALL UNDERGROUND UTILITIES (WATERMAIN, STORM & SANITARY SEWER)
3. ROUGH MASS GRADING
4. CONSTRUCTION OF ROADWAY BASE, CURB & GUTTER AND BINDER BASE
5. STABILIZE NON-PAVED SURFACE
6. CONSTRUCT NEW HOUSES
7. PAVE FINAL SURFACE COURSE



- NOTES:
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1, Class 2.
 3. Fence posts shall be either standard steel post or wood post 2" X 2" nominal.

REFERENCE	Project	Design	Check	Approved
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____



STANDARD DWG. NO.
IUM-620A
SHEET 1 OF 2
DATE 04-15-2021

This is to certify that I, Alex C. Hur, performed the topographical survey and that what is drawn is a correct representation of the field observations

Dated this 20th day of December 2024 at Elmhurst, Illinois.

Alex C. Hur

Illinois Professional Engineer Number 062-054937
My License Expires November 30, 2025



GENERAL NOTES:

1. Utilities and improvements shown hereon based on visible field verified structures
2. Boundary information shown hereon is for graphical depiction only.
3. This drawing does not constitute a plat of survey.
4. Contractor shall verify in field to determine if utilities are abandoned or non-functional prior to start of construction.

EXISTING TOPOGRAPHY & EROSION CONTROL PLAN

5129 WOLF ROAD - WESTERN SPRINGS, IL

REVISIONS

COMMENTS

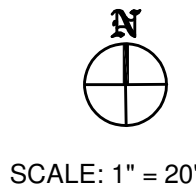
PREPARED FOR
RAFFERTY CONSTRUCTION

COMMENTS

Gabriel Group, Inc.
Civil Engineering Solutions

P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

Sheet 1 of 6



GEOMETRY PLAN

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL

ALL DRIVEWAYS WILL CONNECT TO JOHNSON AVENUE, NOT WOLF ROAD.

BACKFILL MATERIAL FOR AREAS WHERE PAVEMENT IS NOW GRASS SHALL BE RESTORED WITH A MINIMUM 6" TOPSOIL WITH NATURAL SOIL BENEATH INSTEAD OF NEW STONE

LOT COVERAGE INFORMATION

LOT AREA = 60330 S.F. (+/-)

EXISTING IMPERVIOUS AREA

TOTAL EXISTING IMPERVIOUS AREA = 20970 S.F.
BUILDING & SHEDS = 6760 S.F.
DRIVEWAY & WALKWAYS = 7810 S.F.
PARKING LOT = 6400 S.F.

PROPOSED IMPERVIOUS AREA

TOTAL PROPOSED AREA OF 5 LOTS = 52194 S.F.
TOTAL PROPOSED IMPERVIOUS AREA = 50 % x LOT AREA
TOTAL PROPOSED IMPERVIOUS AREA = 50 % x 52194 S.F.
TOTAL PROPOSED IMPERVIOUS AREA = 26097 S.F. (50 %)

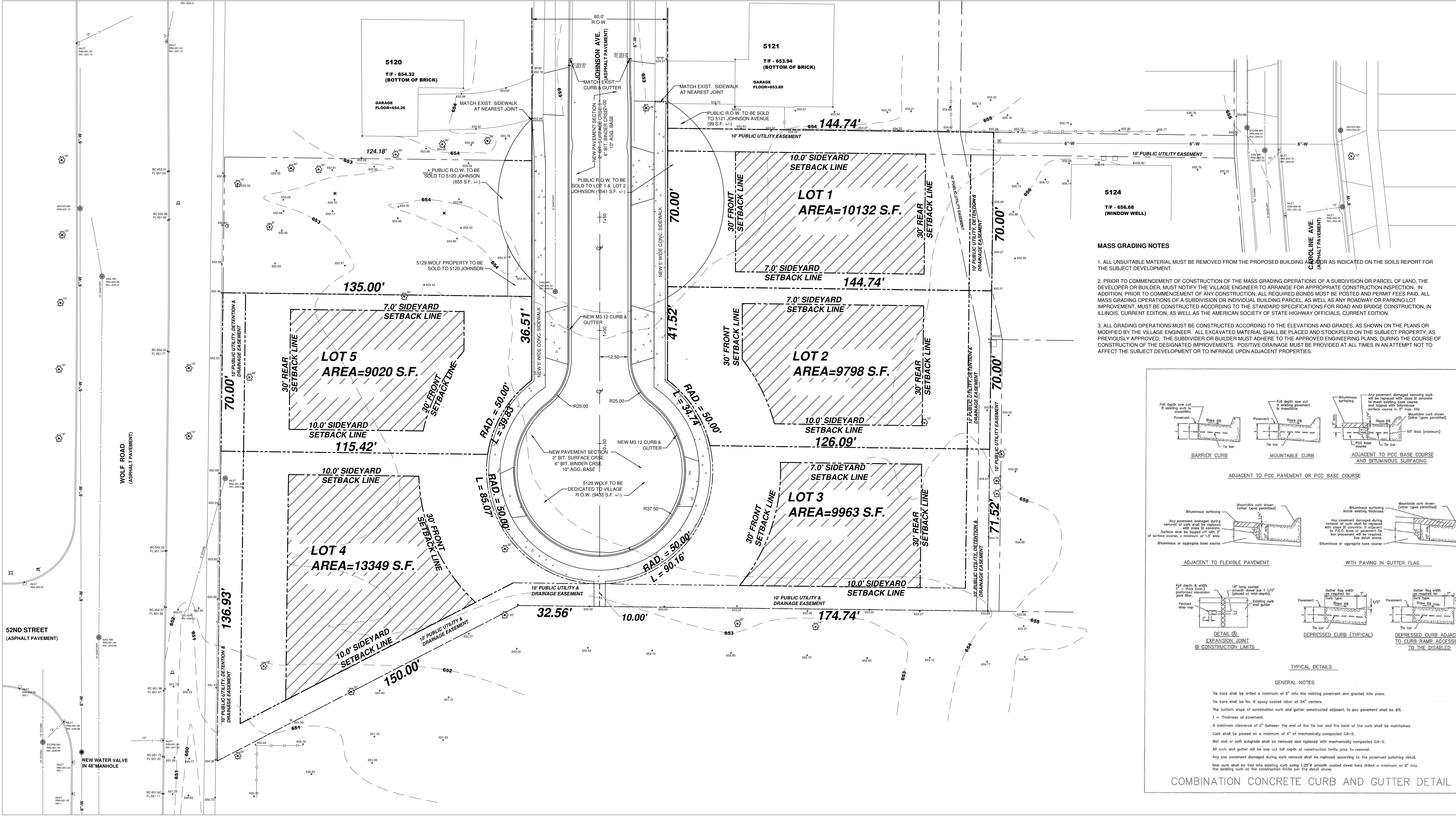
VOLUME CONTROL CALCULATIONS

REQUIRED VOLUME CONTROL VOLUME = IMPERVIOUS AREA x 1" / 12
PROPOSED IMPROVEMENTS, UNLESS SUPERCEDED BY SPECIAL PROVISIONS IN THE VILLAGE OF WESTERN SPRINGS SUBDIVISION AND ENGINEERING SPECIFICATIONS MANUAL.
REQUIRED VOLUME CONTROL VOLUME = 2175 C.F.

DRY WELL VOLUME = 8' x 40' x 4.0' x 5
DRY WELL VOLUME = 6400 C.F.
DRY WELL STORAGE VOLUME = 6400.0 C.F. x 0.35 % VOID RATIO
DRY WELL STORAGE VOLUME = 2240.0 C.F.

GENERAL NOTES:

1. THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST REVISION, AND THE STANDARD SPECIFICATION FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST REVISION, SHALL GOVERN CONSTRUCTION FOR THE PROPOSED IMPROVEMENTS, UNLESS SUPERCEDED BY SPECIAL PROVISIONS IN THE VILLAGE OF WESTERN SPRINGS SUBDIVISION AND ENGINEERING SPECIFICATIONS MANUAL.
2. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF WESTERN SPRINGS AT LEAST TWO (2) WORKING DAYS BEFORE THE INITIAL START OF OPERATIONS, OPENING ANY STREET PAVEMENT OR ANY TEMPORARY STOP OR RESUMPTION OF OPERATIONS.
3. ALL NEW UNDERGROUND SERVICES SHALL BE PLACED AT LEAST FIVE (5) FEET FROM SANITARY AND WATER SERVICES.
4. WHEREVER THE WORDS "ENGINEER" OR "INSPECTOR" APPEAR, IT SHALL BE INTERPRETED TO MEAN A REPRESENTATIVE OF THE VILLAGE OF WESTERN SPRINGS.
5. A COPY OF THE CITY APPROVED STAMPED PLANS AND SPECIFICATIONS AND OTHER AGENCIES' PERMITS, I.E. COUNTY HIGHWAY, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, ETC., MUST BE KEPT ON THE JOB SITE DURING CONSTRUCTION OF THE PROJECT WORK.
6. CHANGES IN THE ENGINEERING PLANS MUST BE APPROVED BY THE VILLAGE ENGINEER. A WRITTEN REQUEST, ACCOMPANIED BY REVISED ENGINEERING PLANS, IS TO BE SUBMITTED AND APPROVED BEFORE CHANGES ARE STARTED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES (AMERITECH, COMMONWEALTH EDISON ELECTRIC COMPANY, ETC.) PRIOR TO CONSTRUCTION AND ALL UTILITIES DAMAGED AND/OR DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER, LOCATIONS AS SHOWN ARE APPROXIMATE AND BASED UPON THE BEST AVAILABLE INFORMATION. CALL J.U.L.I.E. FOR MAJOR UTILITY LOCATIONS.
8. THE CONTRACTOR IS TO VERIFY ALL ELEVATIONS PRIOR TO THE START OF WORK AND, IF THERE ARE ANY DISCREPANCIES, IS TO NOTIFY THE DESIGN ENGINEER AT ONCE. NO WORK SHALL BE DONE UNTIL THE DISCREPANCIES ARE RESOLVED.
9. EXISTING UTILITIES TO BE ABANDONED IN PLACE SHALL BE REMOVED TO A MINIMUM DISTANCE OF 15 FEET ON EACH SIDE OF ANY EXISTING UTILITIES TO REMAIN IN SERVICE AND/OR ANY PROPOSED UTILITIES.
10. CONCRETE STREET PATCH REQUIRED TO BE FULL CONCRETE PANEL REPLACEMENT, 1 / 2 STREET A THE TIME TO MAINTAIN TRAFFIC. NO PARTIAL AREA PATCHING PERMITTED.



GEOMETRY PLAN

5129 WOLF ROAD - WESTERN SPRINGS, IL

DRAWN BY: -

CHECKED BY: -

FILE NAME: -

JOB DIRECTORY: -

GENERAL REVISION
REVISIONS

PREPARED FOR

RAFTERY CONSTRUCTION

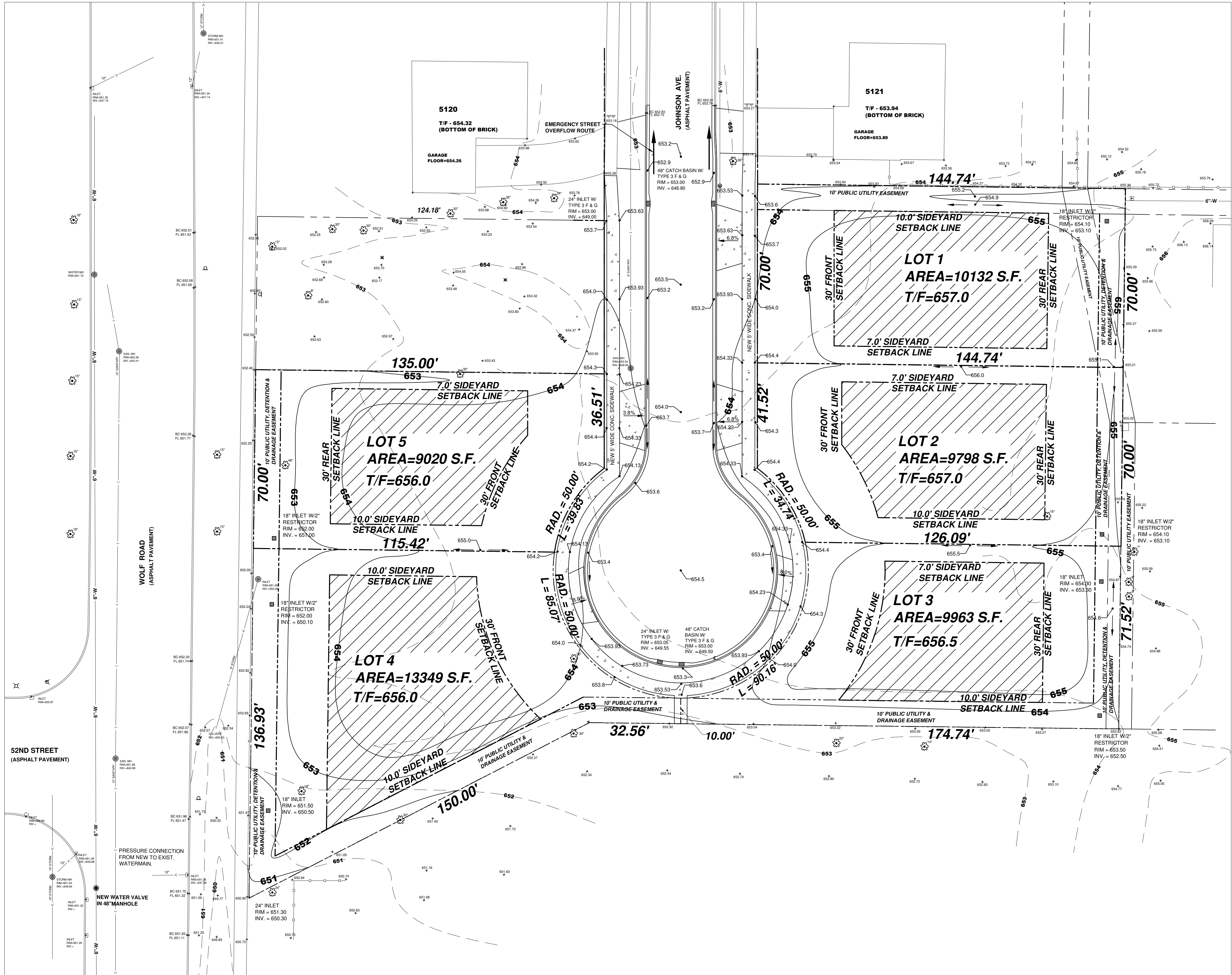
Gabriel Group, Inc.
Civil Engineering Solutions

P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

Sheet 2 / 6

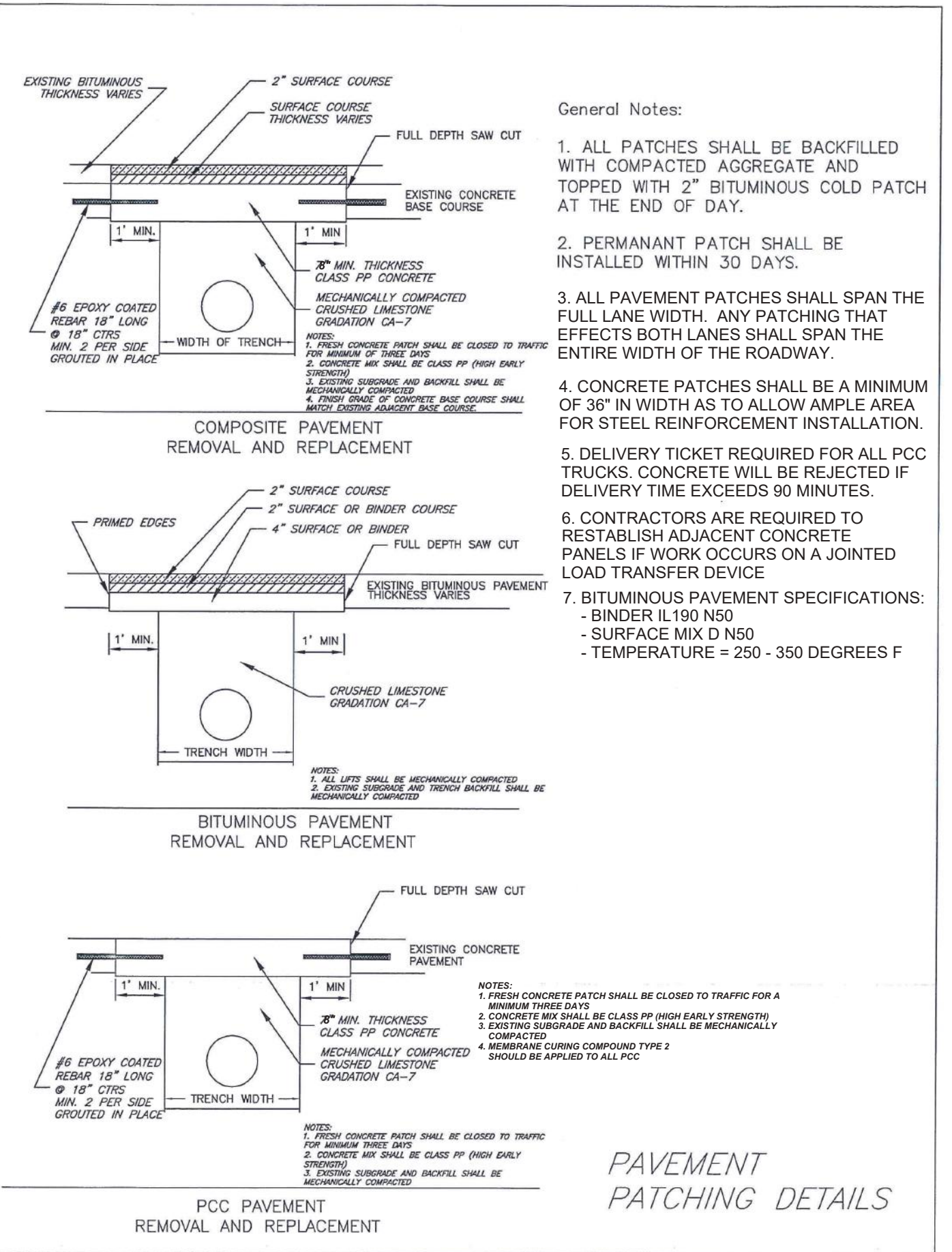
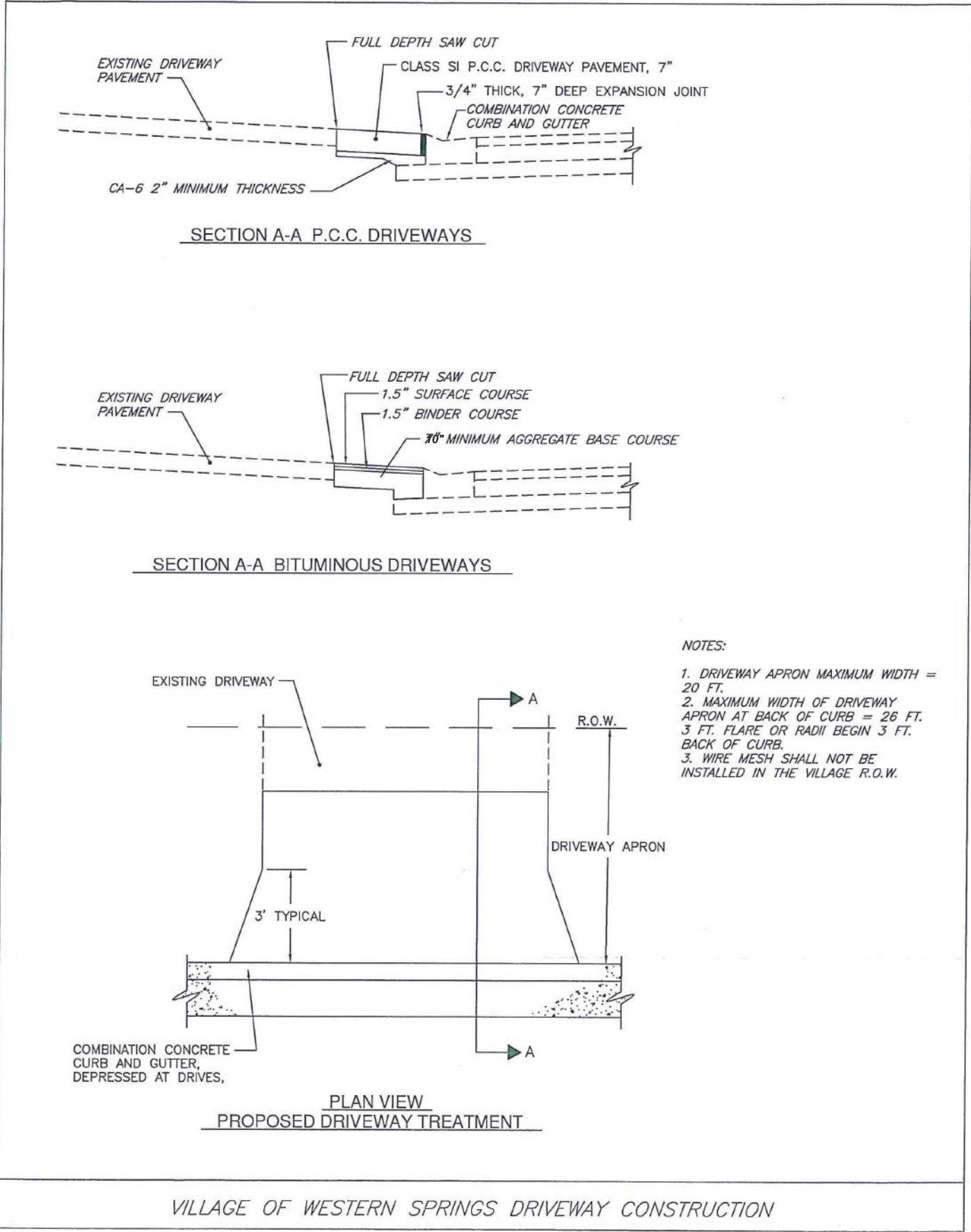
GRADING PLAN

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL



MASS GRADING NOTES

1. ALL UNSUITABLE MATERIAL MUST BE REMOVED FROM THE PROPOSED BUILDING AREA OR AS INDICATED ON THE SOILS REPORT FOR THE SUBJECT DEVELOPMENT.
2. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE MASS GRADING OPERATIONS OF A SUBDIVISION OR PARCEL OF LAND, THE DEVELOPER OR BUILDER, MUST NOTIFY THE VILLAGE ENGINEER TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION. IN ADDITION, PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, ALL REQUIRED BONDS MUST BE POSTED AND PERMIT FEES PAID. ALL MASS GRADING OPERATIONS OF A SUBDIVISION OR INDIVIDUAL BUILDING PARCEL, AS WELL AS ANY ROADWAY OR PARKING LOT IMPROVEMENT, MUST BE CONSTRUCTED ACCORDING TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, IN ILLINOIS, CURRENT EDITION, AS WELL AS THE AMERICAN SOCIETY OF STATE HIGHWAY OFFICIALS, CURRENT EDITION.
3. ALL GRADING OPERATIONS MUST BE CONSTRUCTED ACCORDING TO THE ELEVATIONS AND GRADES, AS SHOWN ON THE PLANS OR MODIFIED BY THE VILLAGE ENGINEER. ALL EXCAVATED MATERIAL SHALL BE PLACED AND STOCKPILED ON THE SUBJECT PROPERTY, AS PREVIOUSLY APPROVED. THE SUBDIVIDER OR BUILDER MUST ADHERE TO THE APPROVED ENGINEERING PLANS, DURING THE COURSE OF CONSTRUCTION OF THE DESIGNATED IMPROVEMENTS. POSITIVE DRAINAGE MUST BE PROVIDED AT ALL TIMES IN AN ATTEMPT NOT TO AFFECT THE SUBJECT DEVELOPMENT OR TO INFRINGE UPON ADJACENT PROPERTIES.



GRADING PLAN

5129 WOLF ROAD - WESTERN SPRINGS, IL

DRAWN BY: -

CHECKED BY: -

GENERAL REVISION

REVISIONS

PREPARED FOR
RAFTERY CONSTRUCTION

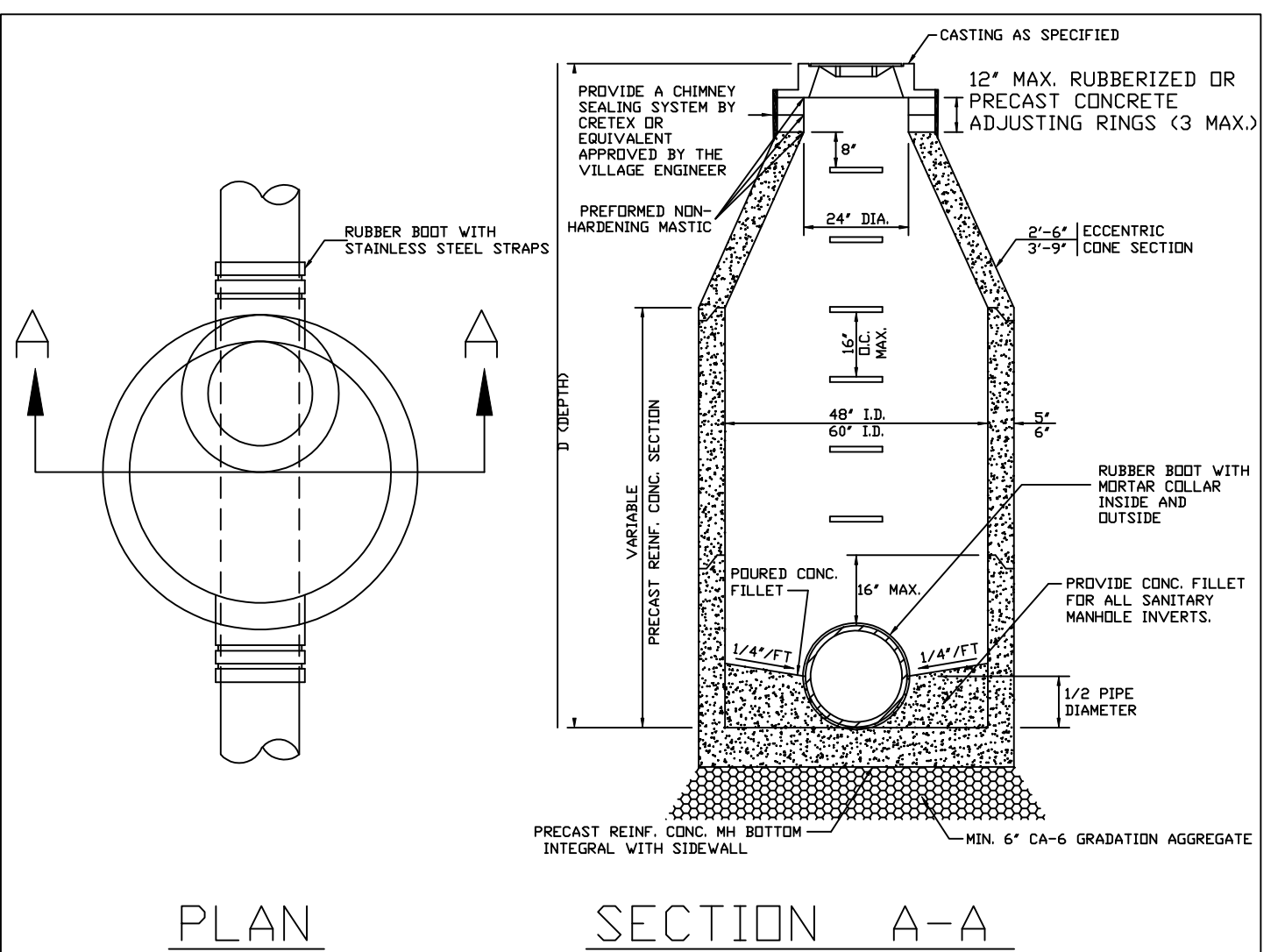
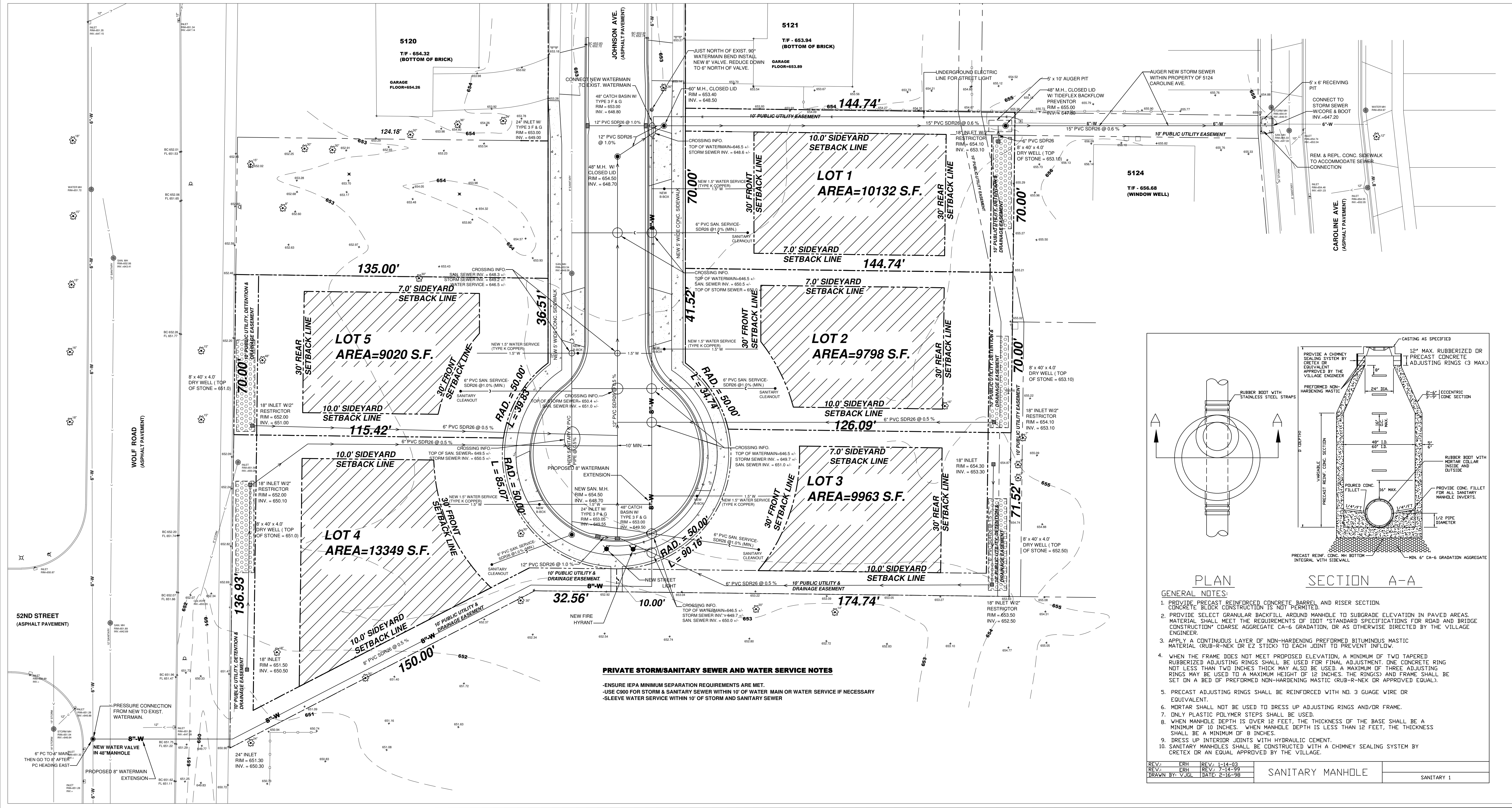
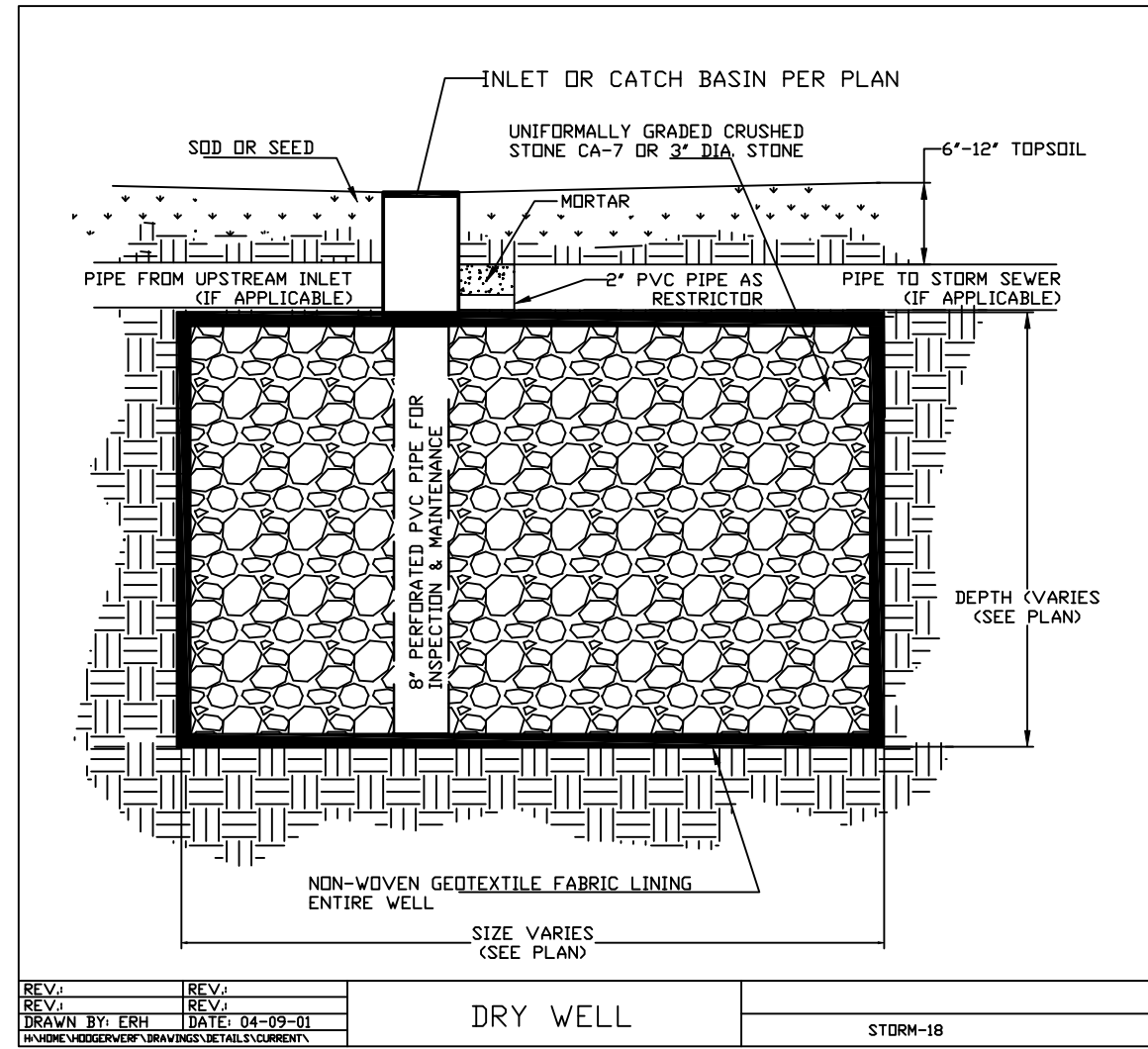
Gabriel Group, Inc.
Civil Engineering Solutions

P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9993 Fax: 630-756-4151

UTILITY PLAN

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL

DRY WELL NOTES
-INSTALL CONSTRUCTION FENCING AROUND PERIMETER OF PROPOSED DRY WELL PRIOR TO ANY OTHER ON-SITE CONSTRUCTION OR DEMOLITION
-DRY WELL SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO START OF HOUSE CONSTRUCTION
-DRY WELL TO BE INSPECTED AND REPAIRED AS NECESSARY, BUT AT A MINIMUM OF ONCE DURING THE SPRING AND ONCE DURING THE FALL.
-DRY WELLS SHALL BE A LEAST 10 FEET FROM STRUCTURES WITH DRAINILE.

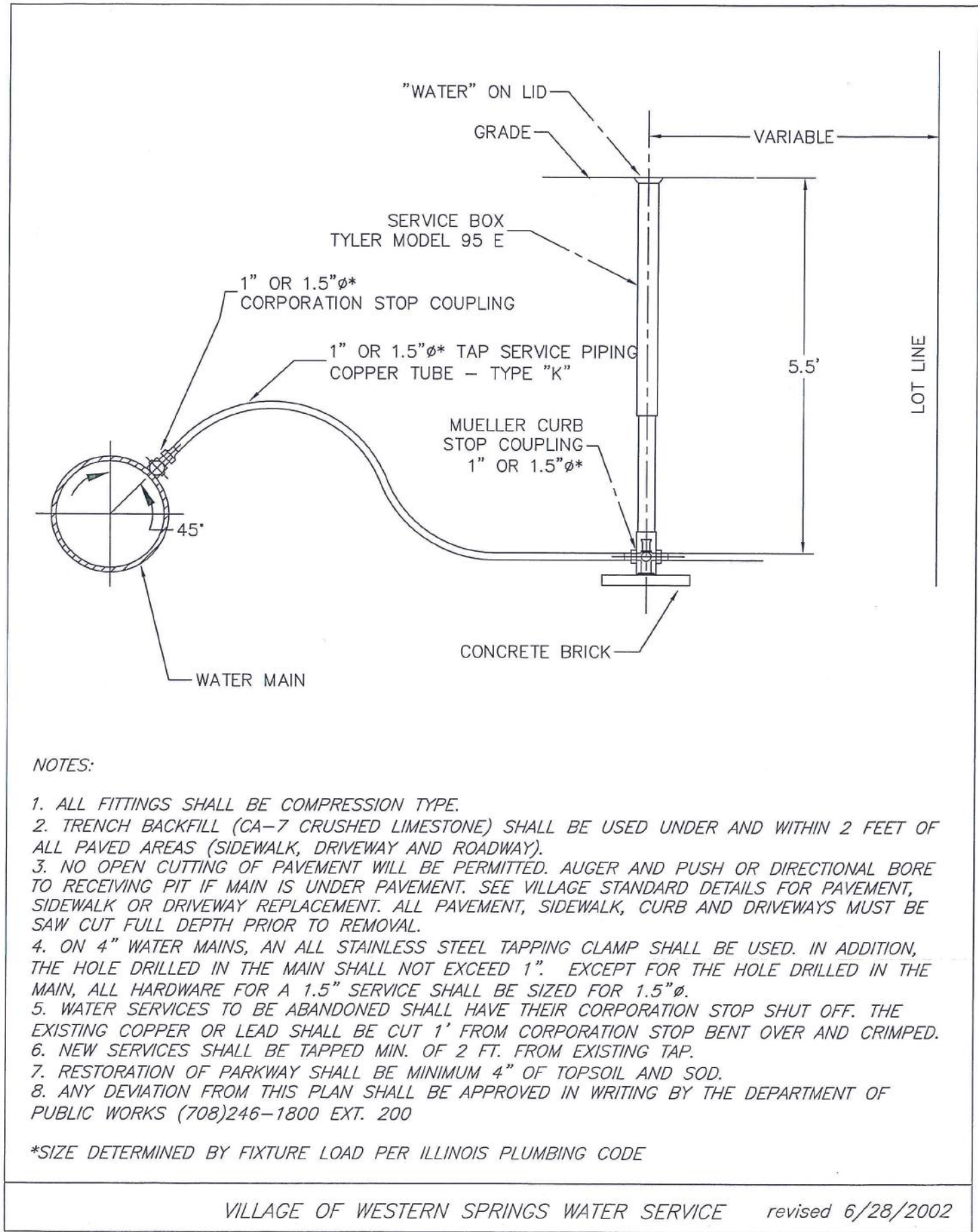
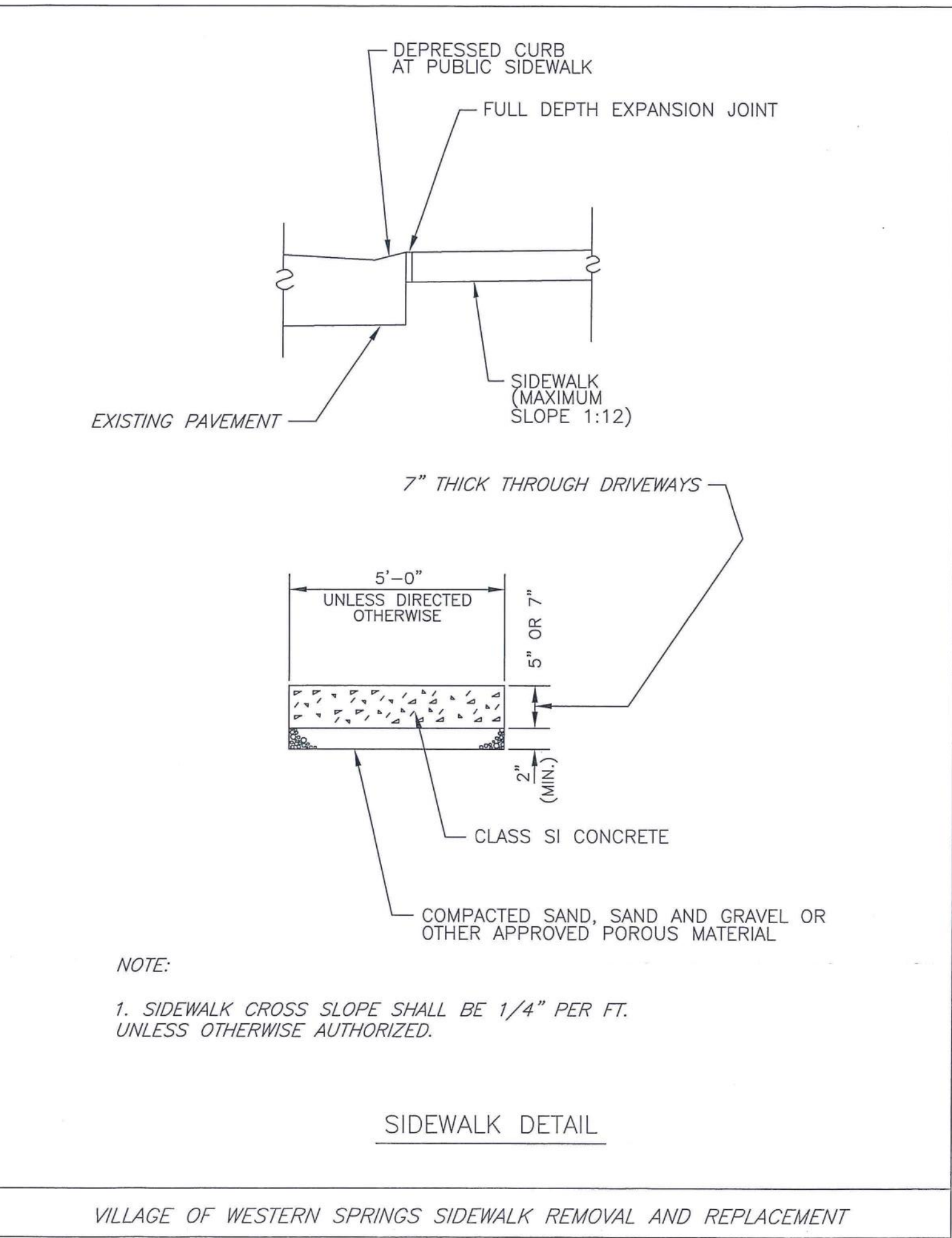
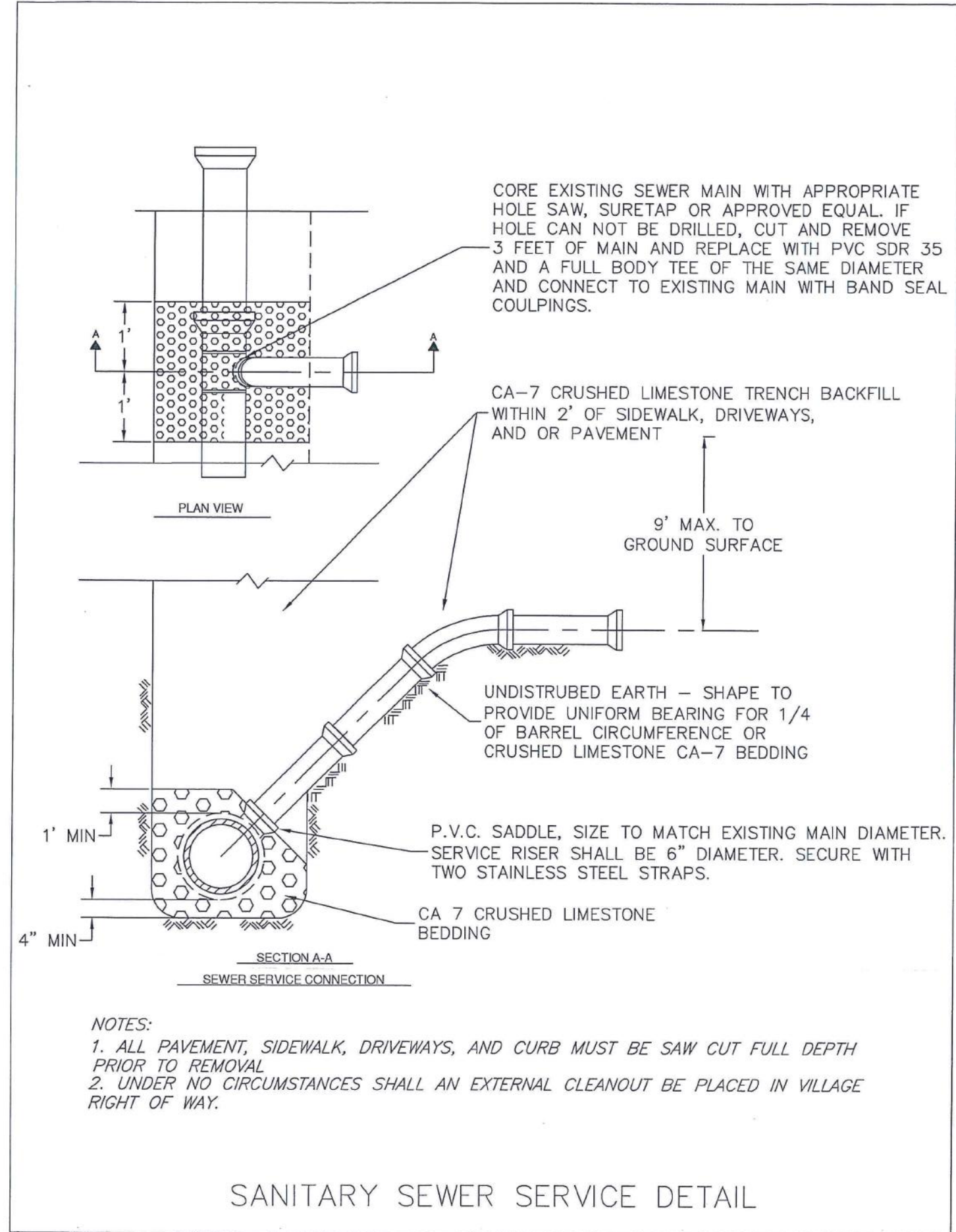
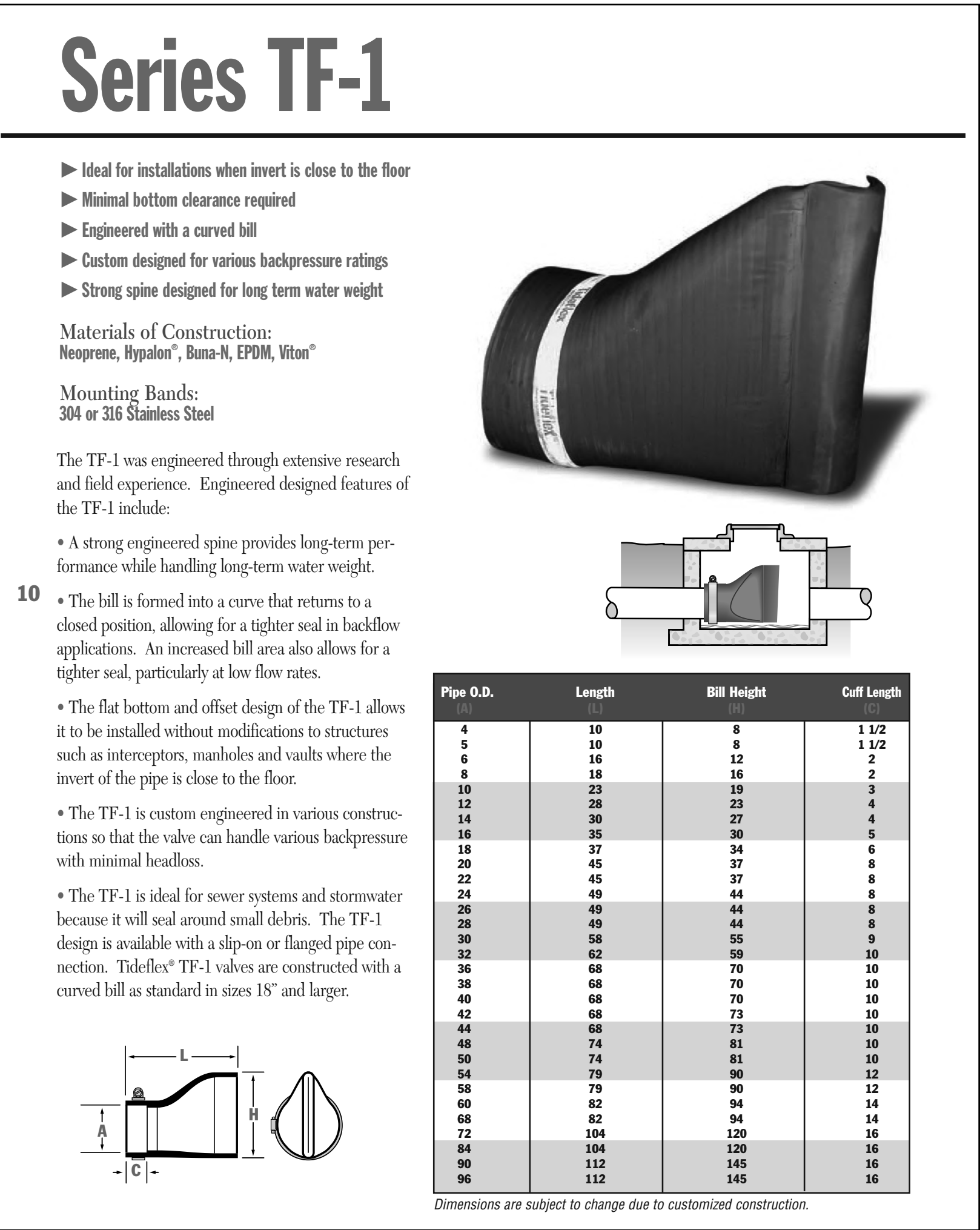
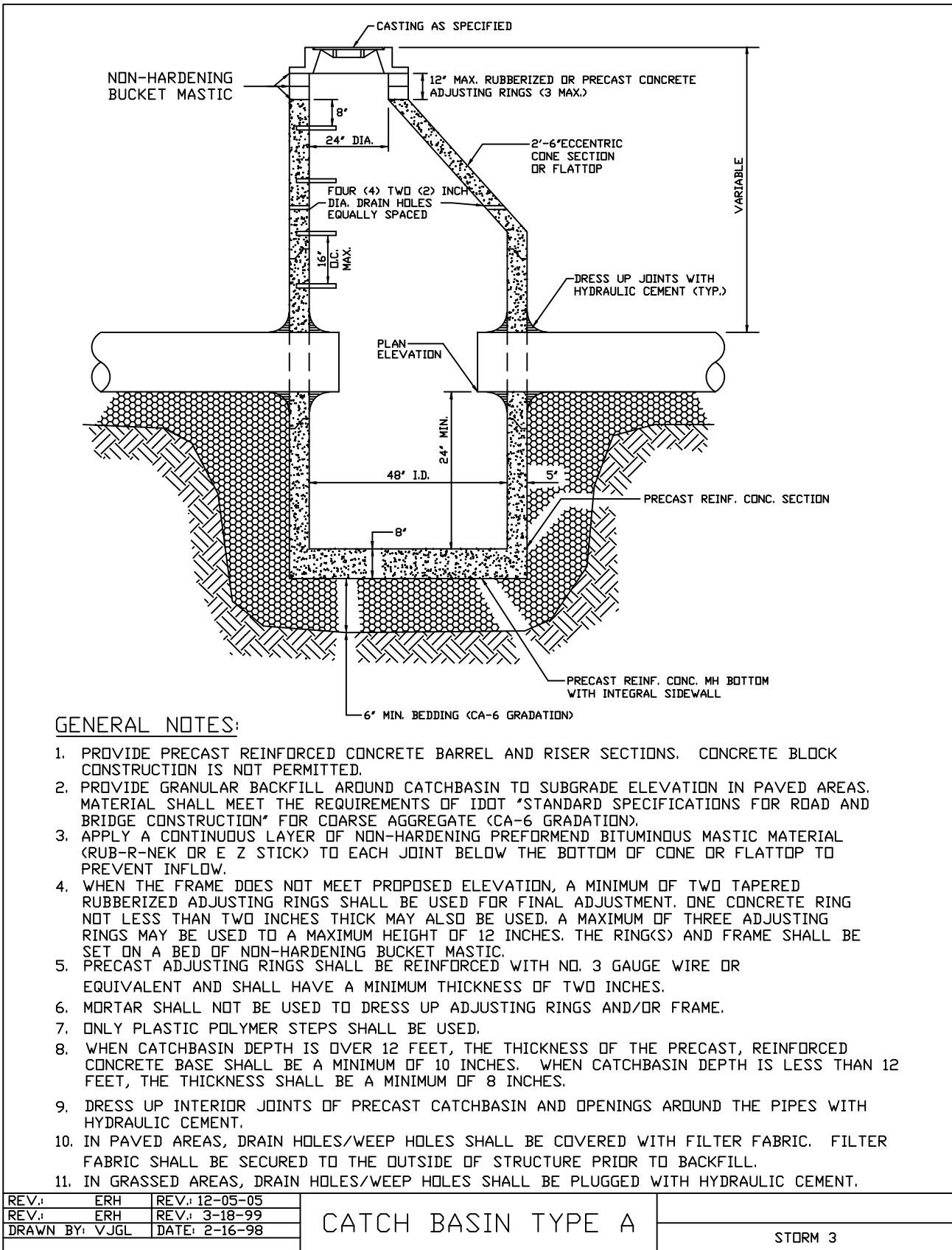
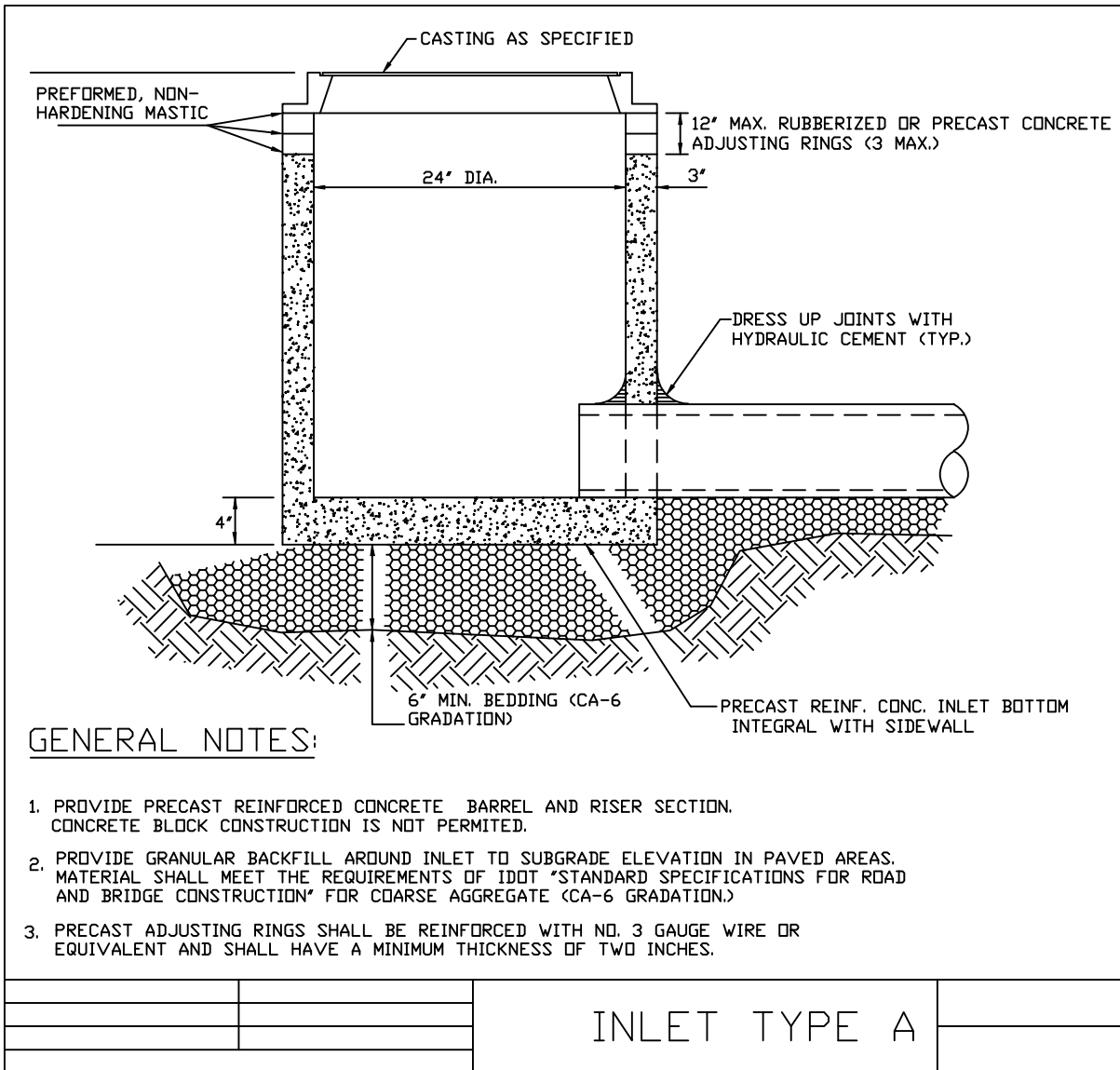
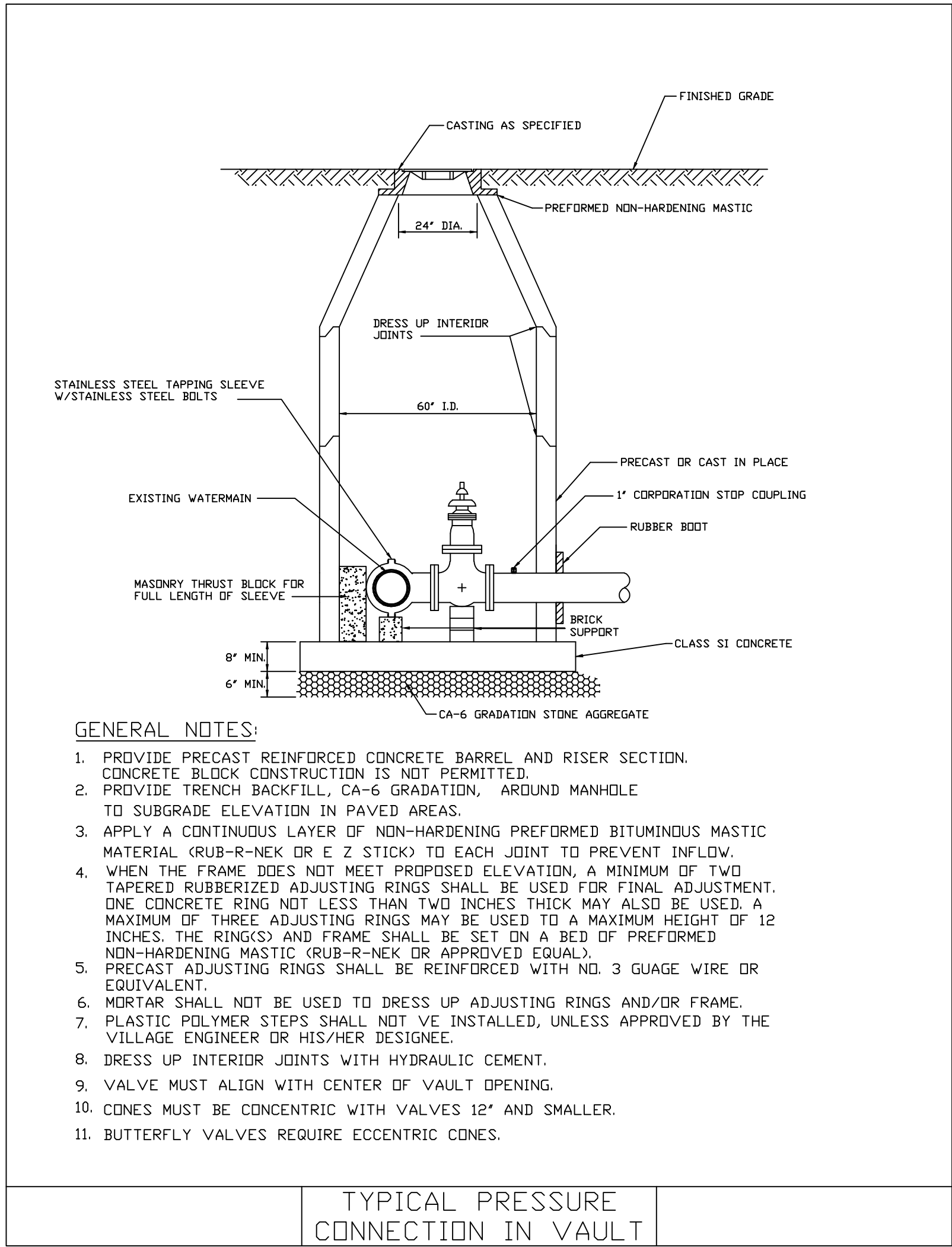
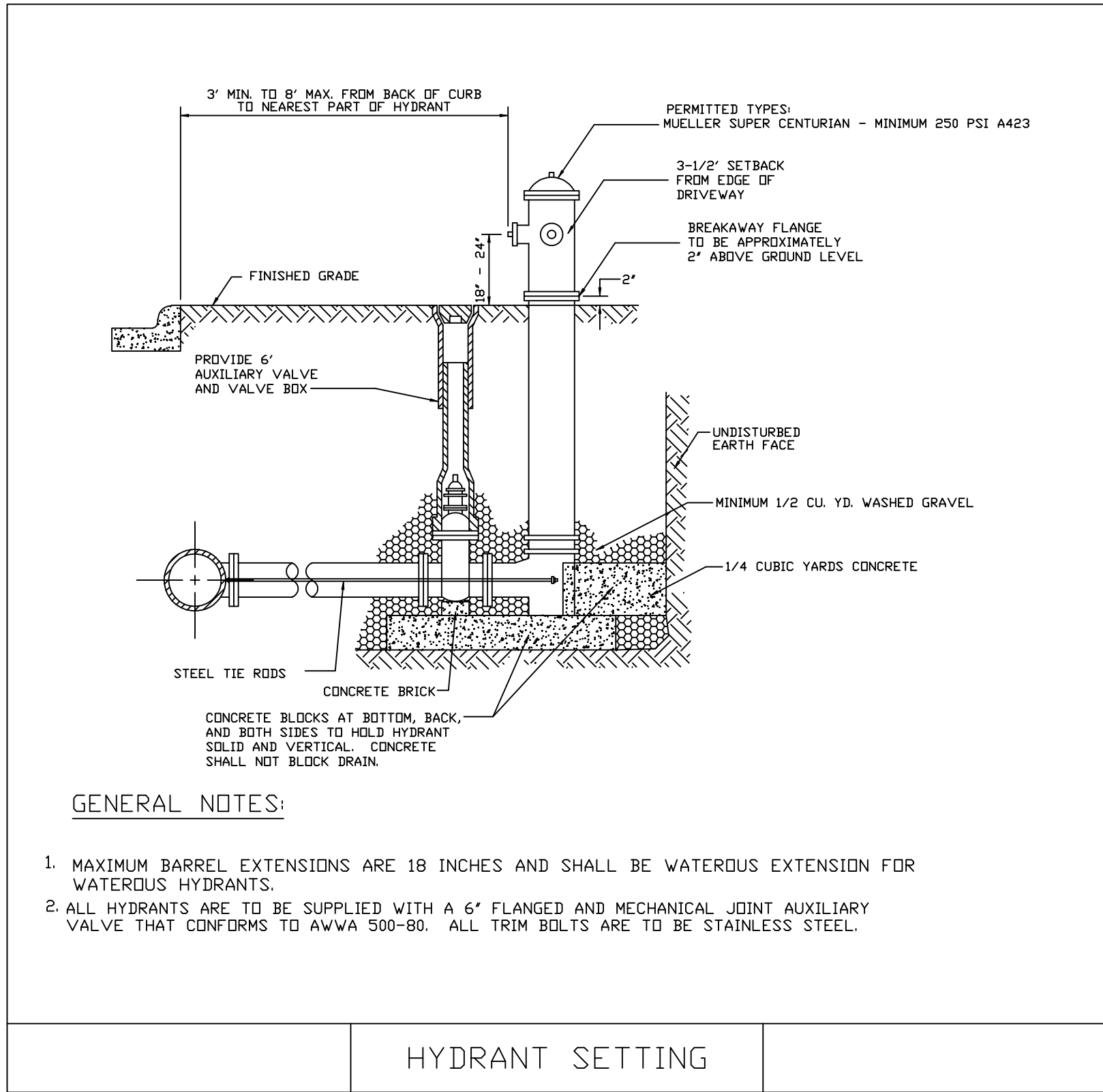


- GENERAL NOTES:**
1. PROVIDE PRECAST REINFORCED CONCRETE BARREL AND RISER SECTION. CONCRETE BLOCK CONSTRUCTION IS NOT PERMITTED.
 2. PROVIDE SELECT GRANULAR BACKFILL AROUND MANHOLE TO SUBGRADE ELEVATION IN PAVED AREAS. MATERIAL SHALL MEET THE REQUIREMENTS OF IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" COARSE AGGREGATE CA-6 GRADATION, OR AS OTHERWISE DIRECTED BY THE VILLAGE ENGINEER.
 3. APPLY A CONTINUOUS LAYER OF NON-HARDENING PREFORMED BITUMINOUS MASTIC MATERIAL (CRUB-R-NEK OR EZ STICK) TO EACH JOINT TO PREVENT INFLOW.
 4. WHEN THE FRAME DOES NOT MEET PROPOSED ELEVATION, A MINIMUM OF TWO TAPERED RUBBERIZED ADJUSTING RINGS SHALL BE USED FOR FINAL ADJUSTMENT. ONE CONCRETE RING NOT LESS THAN TWO INCHES THICK MAY ALSO BE USED. A MAXIMUM OF THREE ADJUSTING RINGS MAY BE USED TO A MAXIMUM HEIGHT OF 12 INCHES. THE RINGS AND FRAME SHALL BE SET ON A BED OF PREFORMED NON-HARDENING MASTIC (CRUB-R-NEK OR APPROVED EQUAL).
 5. PRECAST ADJUSTING RINGS SHALL BE REINFORCED WITH NO. 3 GAUGE WIRE OR EQUIVALENT.
 6. MORTAR SHALL NOT BE USED TO DRESS UP ADJUSTING RINGS AND/OR FRAME.
 7. ONLY PLASTIC POLYMER STEPS SHALL BE USED.
 8. WHEN MANHOLE DEPTH IS OVER 12 FEET, THE THICKNESS OF THE BASE SHALL BE A MINIMUM OF 10 INCHES. WHEN MANHOLE DEPTH IS LESS THAN 12 FEET, THE THICKNESS SHALL BE A MINIMUM OF 8 INCHES.
 9. DRESS UP INTERIOR JOINTS WITH HYDRAULIC CEMENT.
 10. SANITARY MANHOLES SHALL BE CONSTRUCTED WITH A CHIMNEY SEALING SYSTEM BY CRETEX OR AN EQUAL APPROVED BY THE VILLAGE.

REV.	ERR	REV.	1-14-03
DRAWN BY:	VJL	DATE:	2-16-98

DETAIL SHEET

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL



DETAIL SHEET

5129 WOLF ROAD - WESTERN SPRINGS, IL

FILE NAME: -

JOB DIRECTORY: -

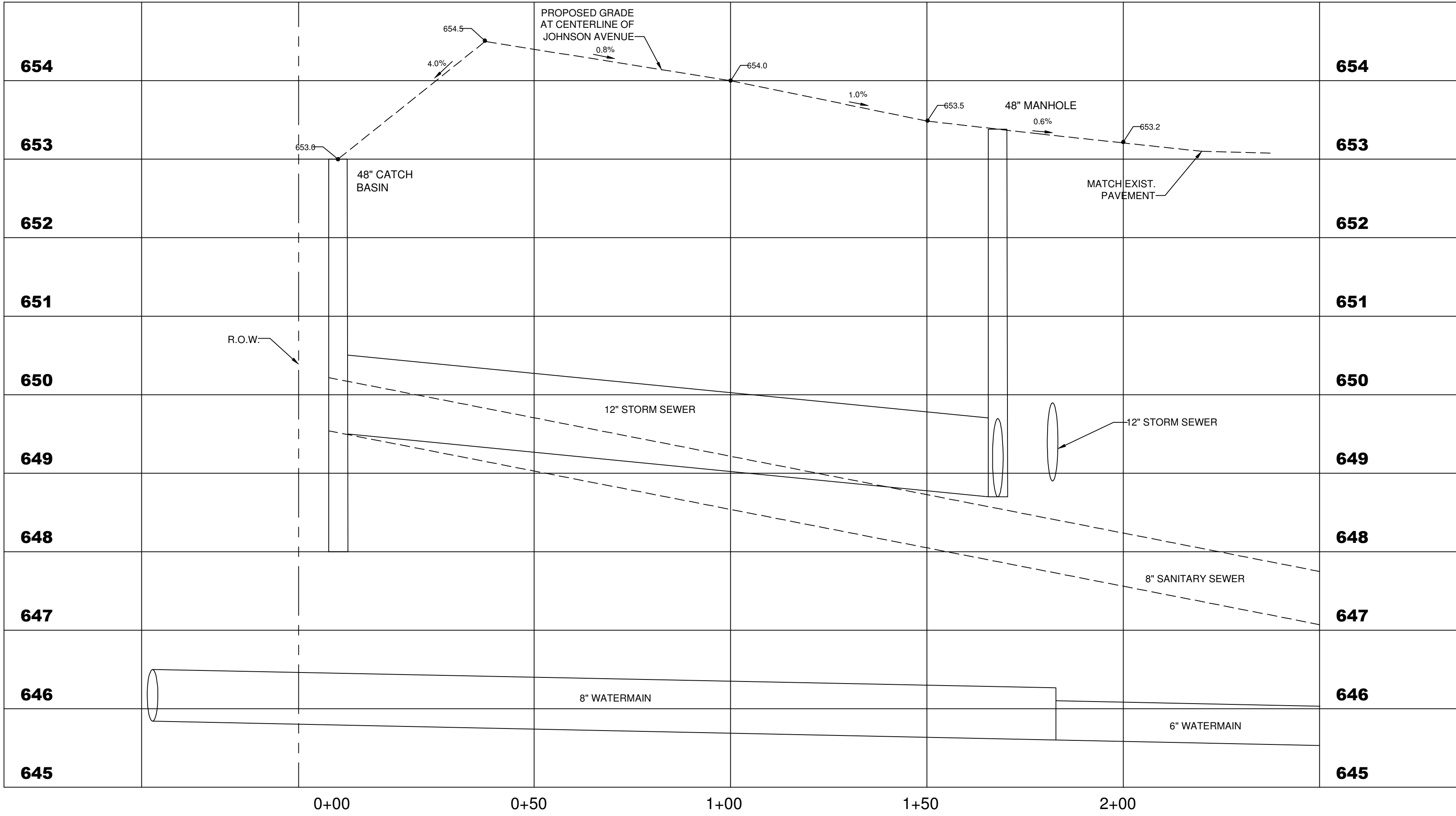
GENERAL REVISION REVISIONS

PREPARED FOR
RAFFERY CONSTRUCTION

Gabriel Group, Inc.
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P.O. Box 5376 • Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

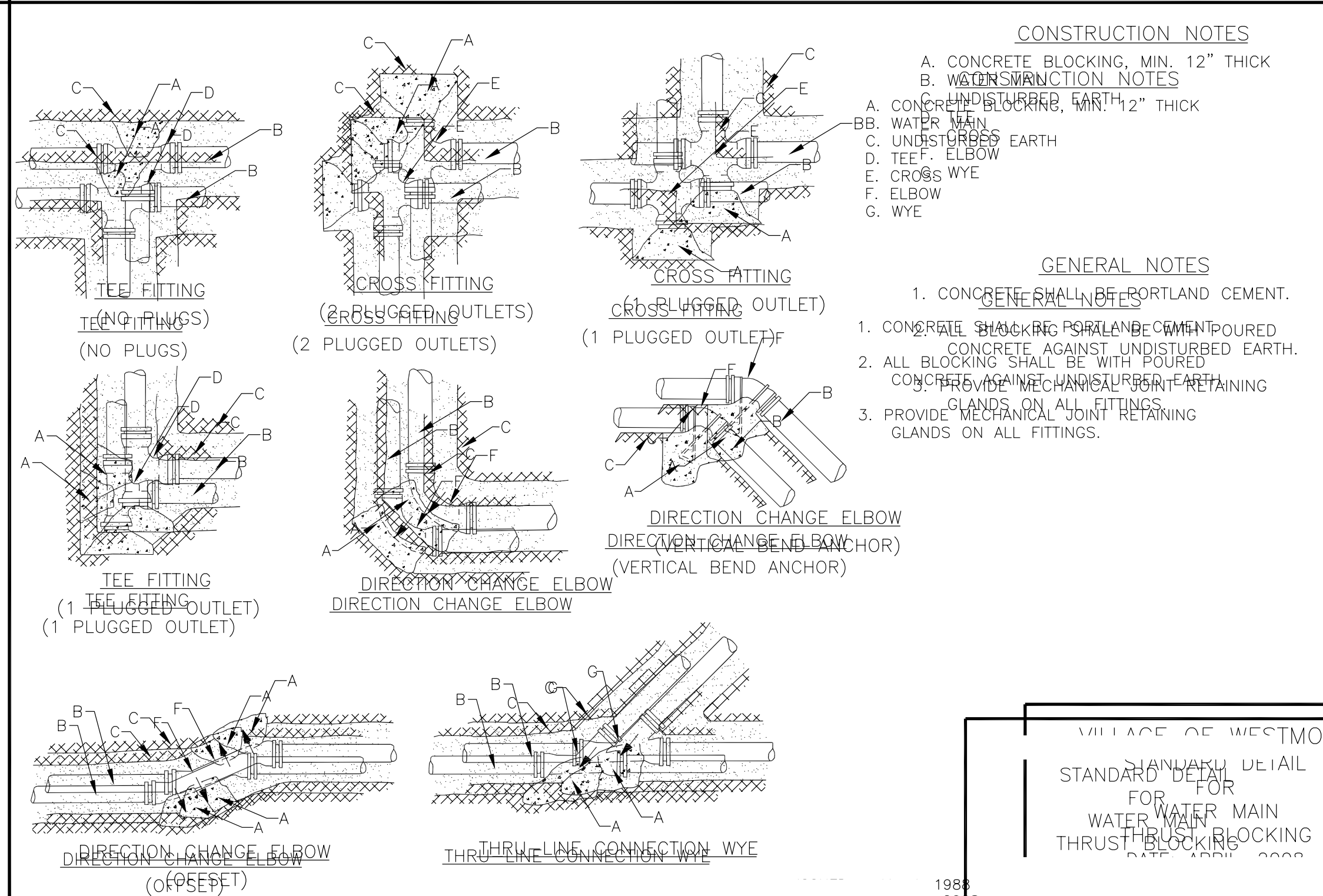
Sheet 5 / 6

JOHN AVENUE PROFILE (SCALE: 1"=20')



JOHNSON AVENUE PROFILE

FOR
5129 WOLF ROAD - WESTERN SPRINGS, IL



JOHNSON AVENUE PROFILE

5129 WOLF ROAD - WESTERN SPRINGS, IL

FILE NAME : -
JOB DIRECTORY : -

GENERAL REVISION
REVISIONS

PREPARED FOR
RAFFERTY CONSTRUCTION

Gabriel Group, Inc.
Civil Engineering Solutions
P.O. Box 5376 - Oak Brook, IL 60522
Tel: 630-772-9393 Fax: 630-756-4151

Exhibit "D"

Final Site Demolition and Site Restoration Plans

(to be attached after Village plan review approval)

Exhibit "E"

Bill of Sale and Form of Agreement Release Document

(attached)

BILL OF SALE

FOR THE PUBLIC IMPROVEMENTS REQUIRED BY

**the Redevelopment Agreement By and Between
The Village of Western Springs, Illinois, St. James Court, LLC and R & M General Contractors, LLC
for the Demolition of the Church Building And Accessory Structures, Vacation Of Portions of
The Johnson Avenue Cul-De-Sac Adjacent To 5129 South Wolf Road, 5120 South Johnson Avenue,
and 5121 South Johnson Avenue, Dedication and Construction of An Extended
Johnson Avenue Right-of-Way And A New Johnson Avenue Cul-De-Sac
("Johnson Avenue Right-Of-Way Reconfiguration")**

The Property Owner, St. James Court, LLC, an Illinois limited liability company, and the Developer, R & M General Contractors, LLC, an Illinois limited liability company (the "Developer"), improved the below-described real property within the Village of Western Springs ("Village") based on a Village-approved Redevelopment Agreement as a five (5) lot single-family residential development, including the filing of a Village-approved plat of subdivision for the Property with the Cook County Clerk's Office, Recording Division, completing all of the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s) and stormwater drainage improvements and other private and public utilities, cooperation with the Village's vacation of the portions of the existing cul-de-sac adjacent to 5129 South Wolf Road, 5120 South Johnson Avenue, and 5121 South Johnson Avenue that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way (the "ROW Vacation"), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the "Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac"), re-establishment of street, parkway, and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac) (the "Development"), which is a permitted use under the R2 Single-Family Residence District classification. The Development is located on real property commonly known as the southern portion the Johnson Avenue cul-de-sac, and generally described as follows:

[INSERT LEGAL DESCRIPTION] (hereinafter referred to as the "Subject Property").

In 2025, the Village issued a certificate of completion for the Subject Property per the Redevelopment Agreement approved in Western Springs Ordinance No. 25-_____.

In accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code and the provisions of Western Springs Ordinance No. 25-_____, the Property Owner and the Developer constructed and installed certain infrastructure and other public improvements, consisting of the Subject Property, certain pavement, curb, gutter, parkway, parkway trees, public utilities, hydrant, watermain, sanitary sewer main, stormwater main, other public infrastructure, along and within the Subject Property, as further described in Western Springs Ordinance No. 25-_____ (collectively the "Accepted Public Improvements"), as part of the Development, and now agrees to transfer title, ownership, maintenance and rights of use to the Accepted Public Improvements to the Village.

The Property Owner and the Developer, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, do sell, assign, transfer and set over title and ownership, maintenance and rights of use to the Village of Western Springs, an Illinois municipal corporation, of the Accepted Public Improvements located within the Development in accordance with the provisions of Western Springs Ordinance No. 25-_____. The Accepted Public Improvements shall be owned, used and maintained by the Village as Village-owned public improvements in accordance with the provisions of Western Springs Ordinance No. 25-_____.

The Property Owner and the Developer covenant to the Village that: (1) the Developer is the lawful owner of the Accepted Public Improvements; (2) the Accepted Public Improvements are free from all liens and encumbrances; (3) the Developer has the right to convey title to the Accepted Public Improvements; (4) the Developer will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the Accepted Public Improvements; and (5) the execution of this Bill of Sale by the Developer has been properly authorized by the required corporate actions.

IN WITNESS WHEREOF, the Developer, pursuant to the corporate authority and direction given to it, has signed and sealed this Bill of Sale this ____ day of _____, 20_____.

PROPERTY OWNER:

By: _____ Date: ____ day of _____, 20__.
NAME and Title
authorized representative of St. James Court, LLC

Signed and Sworn to Before Me this ____ day of _____, 20_____.

By: _____
Notary Public

DEVELOPER:

By: _____ Date: ____ day of _____, 20__.
NAME and Title
authorized representative of R & M General Contractors, LLC

Signed and Sworn to Before Me this ____ day of _____, 20_____.

By: _____
Notary Public

Village of Western Springs Acceptance

The Village of Western Springs, by action of its Corporate Authorities, accepts the conveyance of title to and ownership of and maintenance responsibility for the Accepted Public Improvements identified above, and consents to the terms, provisions and obligations set forth in this Bill of Sale.

ATTEST:

By: _____
Heidi Rudolph, Village President
Village of Western Springs

By: _____
Edward Tymick, Village Clerk
Village of Western Springs

Dated this ____ day of _____, 2025.

Dated this ____ day of _____, 2025.

Exhibit "F"

Construction Schedule

(attached)

Group Exhibit "G"

Forms of Letters of Credit

(attached)

REQUIRED FORM OF PERFORMANCE IRREVOCABLE LETTER OF CREDIT

NO.

AMOUNT: \$

EXPIRATION DATE: Two years after issuance

DATE OF ISSUE: _____, 202__.

[Name of Bank]

[Address]

TO: Village of Western Springs (Beneficiary)
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attention: Village Manager

_____ BANK HEREBY AUTHORIZES YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$ _____) for the account of [Developer], a _____ limited liability company ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____.
Credit No. _____ Dated: _____, 202__.

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be generally in the form of the sample draft attached hereto as Exhibit "1", and shall be accompanied by one of the following documents executed by the Western Springs Village Manager:

- (a) A written statement on the form attached hereto as Exhibit "2" stating that, conditioned upon proper notice to the Western Springs Village Manager, Letter of Credit No. ____ will expire within thirty (30) calendar days or less and that the Customer / [Developer] has failed to deliver to the Western Springs Village Manager evidence of a renewal of Letter of Credit No. ____; or
- (b) A written statement on the form attached hereto as Exhibit "3" stating that all or any part of the Infrastructure as defined in and required to be constructed by the Customer / [Developer] pursuant to "An Agreement _____" (the "Development Agreement") have not been constructed in accordance with the Development Agreement and any cure period has expired; or
- (c) A written statement on the form attached hereto as Exhibit "4" stating that all or any part of the costs, payments, permit fees, or other fees required to be paid to the Village of Western Springs by the Customer / [Developer] pursuant to the Development Agreement have not been paid in accordance with the Development Agreement and any cure period has expired; or
- (d) A written statement on the form attached hereto as Exhibit "5" stating that all or any portion of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement has not been

performed in accordance with the Development Agreement and any cure period has expired; or

- (e) A written statement on the form attached hereto as Exhibit "6" stating that the aggregate amount of the Letter of Credit may be reduced under Subsection ___ of the Development Agreement in a certain amount.

_____[BANK] HEREBY AGREES with the beneficiary Village of Western Springs that:

1. Drafts drawn under and in compliance with this Irrevocable Letter of Credit shall be duly honored immediately upon presentation to [BANK] if presented on or before the above-stated Expiration Date or presented at the [BANK] office located at [ADDRESS], together with the original of this Irrevocable Letter of Credit on or before that date. Further, one or more drafts may be presented at the [BANK] office on or before the Expiration Date.

2. If, within three (3) banking days after any draft drawn under this Irrevocable Letter of Credit is presented to [BANK] in conformance with the terms of this Irrevocable Letter of Credit, and [BANK] fails to honor same, [BANK] agrees to pay all attorneys' fees, litigation and court costs, and other expenses incurred by the Village of Western Springs in enforcing the terms of this Irrevocable Letter of Credit.

3. This Irrevocable Letter of Credit shall expire on _____, 20____, (two (2) years from issuance) as stated hereinabove; provided, however, this Irrevocable Letter of Credit shall only expire after [BANK] sends a written notice to the Western Springs Village Manager by certified mail, return receipt requested, or hand-delivered by a courier at least thirty (30) calendar days prior to the Expiration Date or such extended Expiration Date, that informs the Village that this Irrevocable Letter of Credit is about to expire (the "30-Day Expiration Notice").

4. In no event will this Irrevocable Letter of Credit or the obligations contained herein expire except after the 30-Day Expiration Notice required herein is delivered to the Western Springs Village Manager, it being expressly agreed that the above Expiration Date shall be extended by the number of calendar days as is required to comply with the 30-Day Expiration Notice delivery requirement.

5. No consent, acknowledgment, or approval of any kind from the Customer / [Developer] shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Irrevocable Letter of Credit.

6. The aggregate amount of this Irrevocable Letter of Credit may be reduced only upon receipt by [BANK] of a document executed by the Western Springs Village Manager as provided in Paragraph (e) above stating that the aggregate amount of this Irrevocable Letter of Credit may be reduced in a specified amount as provided in Subsection ____ of the Development Agreement.

7. This Irrevocable Letter of Credit is irrevocable.

This Irrevocable Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Irrevocable Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Irrevocable Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including without limitation Article 5 of the Uniform Commercial

Code as in effect in the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

As used herein, the term “banking day” means any day other than a Saturday, Sunday, or a day on which banks in the State of Illinois are authorized or required to be closed, and a day on which payments can be effected on the Fedwire Network.

[Signature of Bank Officer]
[Officer’s Title]

[Signature of Bank Officer]
[Officer’s Title]

Date: _____

Date: _____

EXHIBIT "1"
TO FORM OF IRREVOCABLE LETTER OF CREDIT

DRAFT (sample)

Date: _____, 20__

\$ _____

(place) (date) (amount in figures USD)

PAY TO THE ORDER OF: _____

_____ U.S. DOLLARS (amount in words) for value received and
charge to the account of:

(Letter of Credit applicant name and address)

TO:

(name of Drawee Bank)

(address)

By: _____

EXHIBIT "2"
TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]
Attn: Bank Officer
Date: _____
Re: Draw Under Letter of Credit No. -----
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of \$_____ will expire within thirty (30) days or less and that the Customer / [Developer] has failed to deliver to the Western Springs Village Manager evidence of a renewal of Letter of Credit No._____.

The Funds of this LOC that are being drawn upon by the Village of Western Springs as a consequence of the failure of the Customer / [Developer] to timely renew the LOC, arrange for the extension of the LOC or provide for an acceptable replacement LOC relative to the above-referenced Project that are defined in more detail in the LOC.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to timely renew the LOC, arrange for the extension of the LOC or provide for an acceptable replacement LOC, in an amount agreed upon by the Beneficiary and the Customer [Developer], at least thirty (30) days prior to the Expiration Date of the LOC.

2. [Bank] has not delivered to the Village by registered/certified letter, return receipt requested, or other courier service addressed to the attention of the Village President, any notice of expiration of the LOC as required under the SPECIAL CONDITIONS at Page 2 of the LOC.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,
Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Department Director
Village Engineer
Village Attorney

EXHIBIT "3"
TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Date: _____

Re: Draw Under Letter of Credit No. _____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to complete all or any part of the Infrastructure required to be constructed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] has not been constructed in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to complete all or any part of the Infrastructure required to be constructed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer], and has not been constructed in accordance with the Development Agreement and any cure period has expired.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Department Director
Village Engineer
Village Attorney

EXHIBIT "4"
TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Date: _____

Re: Draw Under Letter of Credit No. _____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to pay all or any part of the costs, payments, permit fees, or other fees required to be paid by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to pay all or any part of the costs, payments, permit fees, or other fees required to be paid by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and [Developer] in accordance with the Development Agreement and any cure period has expired.

Amount of Draft: _____ Dollars (\$_____).

Immediately Payable to: Village of Western Springs.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Department Director
Village Engineer
Village Attorney

EXHIBIT "5"
TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Date: _____

Re: Draw Under Letter of Credit No. _____
Project: [Insert Project Description]
Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Funds of the LOC that are due and payable to the Village of Western Springs are being drawn upon as a consequence of the failure of the Customer / [Developer] to complete all or any part of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and such work has not been performed by the [Developer] in accordance with the Development Agreement and any cure period has expired.

As the Village Manager of the Village of Western Springs (the "Beneficiary" under the LOC), I certify and state under oath that:

1. The Customer / [Developer] has failed to complete all or any part of the maintenance, repair, or restoration required to be performed by the Customer / [Developer] pursuant to the Development Agreement dated _____, 20__ by and between the Village of Western Springs and such work has not been performed by the [Developer] in accordance with the Development Agreement and any cure period has expired.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
Deputy Village Manager
Finance Director
Community Development Department Director
Village Engineer
Village Attorney

EXHIBIT "6"
TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: [BANK]

Attn: Bank Officer

Date: _____

Re: Reduction of Dollar Amount of Letter of Credit No.
 Project: [Insert Project Description]
 Customer / [Developer]

To Whom It May Concern:

This is to advise you that the Customer / [Developer] has satisfactorily completed and the Village of Western Springs has accepted certain Infrastructure work and, under Subsection __ of the Development Agreement, the aggregate amount of the Letter of Credit may be reduced in the following amount to reimburse the Developer for payment of that work: \$_____.

If you have any questions regarding this letter, please contact me.

Sincerely,

Western Springs Village Manager

cc. President and Board of Trustees
 Deputy Village Manager
 Finance Director
 Community Development Department Director
 Village Engineer
 Village Attorney

Exhibit “H”

Stormwater Facility Maintenance Agreement

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST.
JAMES COURT, LLC AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT "A" - CONSENT AND
WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE
SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL
WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE
CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA
(5129 South Wolf Road, Western Springs, Illinois)**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting thereof, held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

ORDINANCE NO. 25-**VOTE:****AYES:****NAYS:****ABSTAIN:****ABSENT:****DATE: July 21, 2025.****OTHER: None.****NOTE: Voting: 5 of 6 Affirmative Vote of Trustees for Passage.**

AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS, AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC).

WHEREAS, the Village President and Board of Trustees (the “Village Board” or the “Corporate Authorities”) of the Village of Western Springs (“Village”) approved a revised policy governing the disposal of public right-of-way property on April 24, 2017, under Resolution No. 17-2384; said policy is entitled “Village Excess Rights-of-Way Disposal Policy and Procedures Dated April 24, 2017” (the “ROW Policy”). The ROW Policy incorporates the requirements for vacating public rights-of-way as set forth in the State Vacation Statute (65 ILCS 5/11-91-1, *et seq.*) and Section 10-10-20 (Vacations) of the Western Springs Municipal Code; and

WHEREAS, by a Special Warranty Deed dated July 7, 2025, Chicago Synod of the Evangelical Lutheran Church in America (the “Church”) conveyed fee simple title to the real property commonly known as 5129 South Wolf Road (the “Property”) to St. James Court, LLC (the “Property Owner”); and

WHEREAS, the Property consists of one (1) platted lot zoned under the R2 Single-Family Residence District classification. The Property Owner has requested that the Village approve the vacation of a portion of the existing Johnson Avenue right-of-way, which is used as a cul-de-sac, to allow R & M General Contractors, LLC of 1923 West Diversey Parkway, Chicago, Illinois (the “Applicant” or “Developer”) to redevelop the Property, on its behalf, as a five (5) lot single-family residential subdivision. In addition, the Property Owner and the Developer may pursue another alternate residential development plan for the Property that is a permitted use under the R2 - Single-Family Residence District classification or may apply for Village zoning approval of an alternate development plan in accordance with the applicable Village Code provisions, including its Development Control Ordinance (“DCO”). For purposes of this Ordinance, the construction of single-family homes on the five (5) single-family lots or another alternate Village-approved residential development plan that is pursued by the Property Owner or its successor owner(s) is collectively referred to as the “Development”. Based on the written authorization of the Church (the prior owner of the Property), the Developer filed with the Village a completed “General Information Application for Land Use and Development in the Village” form with supporting documents (the “Application”) to pursue the Development; and

2050739_3

WHEREAS, as part of completing the Development, the Property Owner and the Developer, at their cost, agree to: (a) the removal and disposal of the existing parking areas, driveway areas, accessory building and the primary building as well as the removal of the hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and restoration of the disturbed areas of Lot 6 with grass and replacement of any sidewalk squares that are damaged (“Church Demolition Work”); (b) the removal and disposal of the existing cul-de-sac from the Johnson Avenue right-of-way (“Public Property Removal Work”); (c) the construction of an extended Johnson Avenue right-of-way (i.e., new 66.00 foot wide by 120.00 foot asphalt paved area) and a new cul-de-sac approximately 120.00 feet south of the existing cul-de-sac area including curbs and gutters, pavement, parkway trees, grass, and sidewalks, and then the dedication of such improvements to the Village (“Reconstruction of Cul-De-Sac Work”); (d) the filing of a Village-approved plat of subdivision for the Property with the Cook County Clerk’s Office, Recording Division; and (e) redevelopment of the Property as a five (5) lot single-family residential development, including completion of all of the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s), and stormwater drainage improvements and other private and public utilities, cooperation with the Village’s vacation of the portions of the existing Johnson Avenue Cul-De-Sac adjacent to 5129 Wolf Road, 5120 Johnson Avenue and 5121 Johnson Avenue that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way (the “Johnson Avenue ROW Vacation Parcels”), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the “Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac”), re-establishment of street, parkway and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac). On March 5, 2025, the Developer submitted to the Village a six (6) sheet plan for a single-family residential development consisting of the five (5) lots as shown on “The Geometry Plan for 5129 Wolf Road” (the “Site Plan”), which was prepared by Gabriel Group, Inc. and is incorporated herein by reference. As a condition of approval of the Development, the Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use; and

WHEREAS, while not expressly listed in the ROW Policy, the Johnson Avenue ROW Vacation Parcels consist of 2,282.00 square feet of the dedicated and improved Johnson Avenue right-of-way, which is currently improved and used as a cul-de-sac, located adjacent to the 5129 Wolf Road property, the 5120 Johnson Avenue property, and the 5121 Johnson Avenue property that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way and which may be vacated by the Village, in the sole discretion of the Board of Trustees, in accordance with the provisions of the ROW Policy; and

WHEREAS, the Johnson Avenue ROW Vacation Parcels are further described below and are shown on the Plat of Johnson Avenue ROW Vacation dated July 11, 2025, and prepared by Nekola Survey, Inc., a copy of which is attached hereto as **Exhibit “1”** (the “Plat of Johnson Avenue ROW Vacation”):

- A. Andrew Schreiber is the fee simple owner of 5120 Johnson Avenue; and the **west 654.74 square feet of the Johnson Avenue right-of-way located adjacent to and along the east lot line of the 5120 Johnson Avenue Property, as shown on the attached Plat of Johnson Avenue ROW Vacation**, shall be vacated and title conveyed to the current property owners

of the 5120 Johnson Avenue Property and incorporated into Property Index Number (“PIN”) 18-08-319-006-0000 and 18-08-319-023-0000 (the “5120 Johnson Avenue ROW Parcel”);

- B. Randy Porzel is the fee simple owner of 5121 Johnson Avenue; and the **east 98.61 square feet of the Johnson Avenue right-of-way located adjacent to and at the southwest corner of the 5121 Johnson Avenue Property, as shown on the attached Plat of Johnson Avenue ROW Vacation**, shall be vacated and title conveyed to the current property owners of 5121 Johnson Avenue Property and incorporated into PIN 18-08-319-012-0000 (the “5121 Johnson Avenue ROW Parcel”);
- C. St. James Court, LLC is the fee simple owner of 5129 Wolf Road; and **the remainder of the Johnson Avenue Cul-De-Sac right-of-way in the amount of 1,541.28 square feet**, excluding the center 66.00 foot wide area of the Johnson Avenue right-of-way, located south of the south line of the 5121 Johnson Avenue Property, **as shown on the attached Plat of Johnson Avenue ROW Vacation**, shall be **vacated and conveyed to the current property owner of the 5129 Wolf Road Property**, or their successor owner, and incorporated into PIN 18-08-319-025-0000 (the “Johnson Avenue – Cul-De-Sac Parcel”); and
- D. The above vacations of the Johnson Avenue Cul-De-Sac right-of-way are subject to the condition that the Property Owner, or its successor owner of the Property, contemporaneously convey and dedicate to the Village the Extended Johnson Avenue and the New Johnson Avenue Cul-De-Sac and then the Developer constructs the Development in accordance the Village approvals for the Development; and

WHEREAS, in 2025, as part of the Application, the Church, the Developer, Andrew Schreiber and Randy Porzel collectively submitted additional applications to the Village requesting approval of a plat of vacation relating to the Johnson Avenue ROW Vacation Parcels, so St. James Court, LLC could move forward with the purchase of the Property and the Developer could construct the Development, including the completion of the Extended Johnson Avenue and the New Johnson Avenue Cul-De-Sac (collectively, the “ROW Vacation Applications”). In regard to the ROW Vacation Applications now that the Property Owner has acquire title to the Property, the Property Owner, the Developer, Andrew Schreiber and Randy Porzel are collectively referred to as the “ROW Applicants”; and

WHEREAS, the vacation of the Johnson Avenue ROW Vacation Parcels, as requested by the ROW Applicants, is an integral part of the Development because it allows for the Property Owner and the Developer to meet certain zoning bulk regulations and to extend Johnson Avenue south to provide access to the five (5) new single-family lots; and

WHEREAS, a public hearing was conducted by the Western Springs Plan Commission on April 16, 2025, relative to the Application and the ROW Vacation Applications as required by the ROW Policy and the applicable provisions of State law, including the Illinois Open Meetings Act, 5 ILCS 120/ and Division 11-13 of the Illinois Municipal Code (65 ILCS 5/ 11-13), and the applicable provisions of the DCO. Prior to conducting the public hearing, a notice of public hearing was mailed to those persons who are required to be mailed the public hearing notice in compliance with the ROW Policy and the applicable State law and the DCO, and the Plan Commission meeting was held and the agenda was posted as required by the Open Meetings Act; and

WHEREAS, during the Plan Commission public hearing, the ROW Applicants' request for the vacation of the Johnson Avenue ROW Vacation Parcels and the Village's intent to consider the right-of-way vacation and conveyance to the ROW Applicants for the purpose of allowing the Development to proceed and to require that the Property Owner and the Developer complete the Development, including the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, were discussed with the attendees of the public hearing. The Plan Commission, in place of the Village Board, conducted the public hearing to consider the merits of the ROW Applicants' request for the vacation of Johnson Avenue ROW Vacation Parcels and provided an opportunity for the adjacent property owners and taxpayers of record to the Johnson Avenue ROW Vacation Parcels and the public to provide comments relative to the Property Owner's and the Developer's request and intended use for the Johnson Avenue ROW Vacation Parcels. With the passage of Plan Commission Recommendation No. 25-02, the Plan Commission favorably recommended the approval of the Development, the Resubdivision of the Property, and the vacation of the Johnson Avenue ROW Vacation Parcels and the conveyance to the ROW Applicants to allow the Development to proceed; and

WHEREAS, after completion of the required public hearing before the Plan Commission, on **July 21, 2025, with the passage of Ordinance No. 25-_____**: **AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR THE PROPOSED FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS, ST. JAMES COURT, LLC AND DEVELOPER R & M GENERAL CONTRACTORS, LLC and Resolution No. 25-___**: **A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES LLC, AND R & M GENERAL CONTRACTORS, LLC FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION (5129 South Wolf Road, Western Springs, Illinois)**, the President and Board of Trustees of the Village of Western Springs ("Village Board") granted approval of the Development, the related Redevelopment Agreement, and the Final Plat of Subdivision for the Property (the "Approval Documents"); and

WHEREAS, pursuant to Sections A and B of the ROW Policy, the Village Board may deviate from the ROW Policy or grant an exception or variation from any provision of the ROW Policy under the appropriate circumstances, provided such deviation, exemption or variation is approved by a three-fourths (3/4ths) vote of the Village Board, and, in this case involving a proposed single-family residential development, the Village Board agrees to 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." In lieu of paying the fair market value that is assigned to the Johnson Avenue ROW Vacation Parcels under the ROW Policy, which equals \$187,308.00, the Village Board agrees to approve the vacation of the Johnson Avenue ROW Vacation Parcels in exchange for the Property Owner and the Developer completing equivalent "like-kind, like value" improvements consisting of the completion of the Development, including the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac at an estimated construction cost of \$137,880.00 based on the cost estimate submitted by the Developer, which has been reviewed by the Village Engineer. The Property Owner also agrees to dedicate 9,435.58 square feet of the Property to the Village to be used as public street right-of-way, valued at \$202,864.97 as confirmed by the Village Engineer, on which the Property Owner and the Developer will construct the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac; and

WHEREAS, in accordance with the ROW Policy and because the Application involves a proposed five-lot single-family residence subdivision, the Village Board finds that it is appropriate to grant the necessary deviations, exceptions or variations from the ROW Policy to proceed with the vacation of and conveyance of title to the Johnson Avenue ROW Vacation Parcels to allow the Development to proceed in exchange for the Property Owner and the Developer completing equivalent “like-kind, like value” improvements, as described above, subject to the Property Owner and the Developer agreeing to the conditions set forth in Section 3 below; and

WHEREAS, the Village Board has determined that it is protective of the health, welfare and safety of and in the best interests of the Village to vacate and convey title to the Johnson Avenue ROW Vacation Parcels to the ROW Applicants at the above-stated purchase price contribution obligation (i.e., completing equivalent “like-kind, like value” improvements consisting of construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac at an estimated construction cost of \$137,880.00), based on the benefits that will accrue to the Village as a result of the completion of the Development; and

WHEREAS, pursuant to the State Vacation Statute (65 ILCS 5/11-91-1), Section 10-10-20 (Vacations) of the Western Springs Municipal Code, and the ROW Policy, the Village Board has determined that the public interests of the Village will be subserved by vacating the Johnson Avenue ROW Vacation Parcels for the reasons stated in the Whereas paragraphs of this Ordinance. In the judgment of the Village Board, based on a review of comparable real estate sales data, the estimated fair market value of the Johnson Avenue ROW Vacation Parcels to be acquired by the ROW Applicants, subject to the conditions set forth in Section 3 below, is \$137,880.00 and the dedication of an additional 9,435.58 feet valued at \$202,864.97; and

WHEREAS, at an open public meeting held on April 24, 2025, the Village’s Planning and Zoning Committee (“Committee”) reviewed and discussed the proposed Development and the vacation of the Johnson Avenue ROW Vacation Parcels, and received input from the Village staff on the matter, and provided an opportunity for public input on the matter. At its April 24, 2025, meeting, the Committee recommended that the Village Board consider the vacation of the Johnson Avenue ROW Vacation Parcels as part of the approval of the Development; and

WHEREAS, at open public meetings held on May 19, 2025, and July 21, 2025, the Village Board reviewed and discussed the Committee’s recommendation regarding the proposed Development and the vacation of the Johnson Avenue ROW Vacation Parcels as part of the approval of the Development, and received input from the Village staff on the matter and provided an opportunity for input from the public on the matter. **At its July 21, 2025, open public meeting, the Village Board unanimously passed a motion** finding and determining that there are appropriate circumstances, based on the statements set forth in the above Whereas paragraphs of this Ordinance and those other statements and documents that are part of the public record relating to this matter, to approve all necessary deviations from the ROW Policy and to grant all necessary exceptions or variations from any procedural requirements of the ROW Policy in order to approve this Ordinance.

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

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

2050739_3

SECTION 2. Approval of Right-of-Way Vacation. Pursuant to Chapter 65 of the Illinois Compiled Statutes, Section 5/11-91-1, as amended, the Board of Trustees of the Village of Western Springs vacate that portion of the dedicated Johnson Avenue right-of-way (the "Johnson Avenue ROW Parcels") legally described as follows:

THAT PART OF JOHNSON AVENUE LYING EAST OF A LINE BEING 30 FEET EAST OF THE CENTERLINE OF JOHNSON AVENUE TOGETHER WITH THAT PART OF JOHNSON AVENUE LYING WEST OF A LINE BEING 30 FEET WEST OF THE CENTERLINE OF JOHNSON AVENUE BEING ADJACENT TO PART OF LOT 6 IN BLOCK 13 AND PART OF LOT 6 IN BLOCK 14 IN SPRINGDALE UNIT NUMBER 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO; (consisting of 1639.89 square feet)

PART OF LOT 1 AND 3 IN ST. JAMES COURT RESUBDIVISION OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS, BEING A RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION AND CERTIFICATE OF CORRECTION RECORDED APRIL 24, 1957 AS DOCUMENT NO. 16886199) RECORDED JUNE 14, 2016 AS DOCUMENT NO. 1616634051 BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (consisting of 654.74 square feet)

The following portion of the Johnson Avenue right-of-way shall be vacated, conveyed and incorporated into Property Index Number ("PIN") 18-08-319-006-0000 (the "5120 Johnson Avenue ROW Parcel"): THAT PART OF VACATED JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING NORTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS. (consisting of 109.25 square feet)

The following portion of the Johnson Avenue right-of-way shall be vacated, conveyed and incorporated into Property Index Number ("PIN") 18-08-319-023-0000 (the "5120 Johnson Avenue ROW Parcel"): THAT PORTION OF JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS. (consisting of 545.49 square feet)

The following portion of the Johnson Avenue right-of-way shall be vacated, conveyed and incorporated into Property Index Number ("PIN") 18-08-319-012-0000 (the "5121 Johnson Avenue ROW Parcel"): THAT PART OF VACATED JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING EAST OF THE SOUTH EXTENSION OF THE WEST LINE OF LOT 6, IN BLOCK 13, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING NORTH OF THE WEST EXTENSION OF THE

SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS. (consisting of 98.61 square feet)

The following portion of the Johnson Avenue right-of-way shall be vacated, conveyed and incorporated into Property Index Number ("PIN") 18-08-319-025-0000 (the "Johnson Avenue – Cul-De-Sac Parcel"): THAT PORTION OF JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY , ILLINOIS. (consisting of 1,541.28 square feet)

The Johnson Avenue ROW Vacation Parcels described above collectively contain approximately 2,294.65 square feet.

The property legally described above is shown on the Plat of Johnson Avenue ROW Vacation dated **July 11, 2025**, and prepared by Nekola Survey, Inc., a copy of which is attached hereto as **Exhibit "1"** (the "Plat of Johnson Avenue ROW Vacation"). The property legally described above is vacated, SUBJECT TO THE CONDITIONS SET FORTH IN SECTION 3 BELOW.

SECTION 3. Conditions of Approval for Right-of-Way Vacation. The vacation of the property legally described in Section 2 above is subject to the following conditions, each of which have been agreed to by the Property Owner and the Developer, as evidenced by the Property Owner's and the Developer's execution of the "Acknowledgement And Agreement To Comply With The Obligations, Conditions, Terms And Provisions" of this Ordinance, which is attached to this Ordinance as **Exhibit "1"**:

- A. **Payment of "Like-Kind, Like Value" Consideration / Purchase Price.** In lieu of paying the fair market value assigned to the Johnson Avenue ROW Vacation Parcels as set forth in the ROW Policy, which equals \$187,308.00, and the dedication of an additional 9,435.58 square feet of public right-of-way to the Village by the Property Owner, which is valued at \$202,864.97, the Village agrees to vacate and convey title to the Johnson Avenue ROW Vacation Parcels to the ROW Applicants in exchange for the Property Owner and the Developer completing equivalent "like-kind, like value" improvements consisting of the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac at an estimated construction cost of \$137,880.00 based on the Application and the engineering plans revised dated June 3, 2025, as part of the Property Owner and the Developer's construction of the Development. As part of the Village's construction inspection and post-construction approval process of the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, within five (5) business days of any written request for Development-related documents from the Village, the Property Owner and the Developer shall provide the Village with true and accurate copies of expenditure summaries, as prepared and certified by the Developer, with appropriate supporting documentation (i.e., construction escrow statements, paid invoices, proof of payment to contractors, subcontractors and suppliers, executed liens waivers, contractor's sworn statement and affidavit, lender financing statements, lender progress payments and evidence of wire transfers, etc.), as deemed reasonably necessary by the Village (i.e., Village Manager, Village Engineer or Village Attorney) to allow the Village Engineer to verify the actual incurred costs of the enhancements to and construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac. If the actual cost of the

construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac is less than the fair market value assigned to the Johnson Avenue ROW Vacation Parcels as set forth in the ROW Policy and the dedication of 5,226 square feet of land, as determined by the Village Engineer, the Property Owner and the Developer shall pay to the Village the dollar amount representing the difference between the actual cost of the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac and the fair market value assigned to the Johnson Avenue ROW Vacation Parcels upon written demand of the Village. If necessary, the Parties agree to meet and confer upon written notice delivered by the requesting Party to the other Party in order to discuss and attempt to resolve any dispute(s) relative to the Village Engineer's verification of the actual incurred costs of the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac. If the Parties are not able to resolve the dispute(s) within thirty (30) calendar days of their initial meet / confer session, the Village Engineer's final determination shall be a final, non-appealable decision within the Village's organizational hierarchy for purposes of resolving the matter, and any further dispute of the matter shall be redressed in a court of equity or law. If, after acquiring title to the Johnson Avenue ROW Vacation Parcels, the Property Owner and the Developer, or their successors-in-interest, successor owners, assignees or transferees, do not construct the Development or do not complete the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, as shown on the Village-approved Development Plans, the Property Owner and the Developer or their successors-in-interest, successor owners, assignees or transferees shall be obligated to pay the Village an amount equal to \$187,308.00 plus all of the incurred reimbursable costs and fees that are payable to the Village under the ROW Policy (e.g., engineering, legal, survey fees and 10% administrative fees, etc.) upon written demand of the Village.

- B. No Effect on Other Recorded Easements and Encumbrances.** This Vacation Ordinance does not affect or alter any other private or public easements or encumbrances of record.
- C. Conveyance of Title.** Title to the Johnson Avenue ROW Vacation Parcels shall be conveyed to and accepted by the ROW Applicants by the passage of this Vacation Ordinance in "AS-IS, WHERE-IS" condition, including all known and unknown environmental conditions (including but not limited to soil and groundwater) and soil quality conditions. The Village makes no representations, warranties or guarantees of any kind in regard to the Johnson Avenue ROW Vacation Parcels to the ROW Applicants, except that the Johnson Avenue ROW Vacation Parcels will be zoned as an R-2 - Single-Family Residence District property as defined under the Village's Development Control Ordinance.

D. Hold Harmless, Defense and Indemnity. In the event that litigation of any kind is filed by any person against the Village and/or its appointed or elected officials, president and trustees, agents, engineers, attorneys, employees and representatives ("Village Affiliates") relating to any matters covered by or contained in this Ordinance, the Property Owner and the Developer and/or their successors-in-interest, successor owners, assignees or transferees of the Property shall defend, hold harmless and indemnify the Village and the Village Affiliates from and against any and all claims, actions, lawsuits, damages, judgments, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of any attorneys, expert witnesses, staff time and consultants, defense costs, court costs and fines, asserted against the Village and/or the Village Affiliates or sought to be imposed upon the Village and/or the

Village Affiliates, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with this Ordinance or the vacation of the Johnson Avenue ROW Vacation Parcels. The Village shall select its own attorney(s) to defend itself and the Village Affiliates in any such litigation or claims. The scope of the above Hold Harmless, Defense and Indemnity provisions specifically include any claims, causes of action or lawsuits for damages or other relief filed by any person(s), and the award and/or payment of such damages, judgments, costs, expenses and liabilities of any kind or other relief arising out of or relating to the vacation and conveyance of the Johnson Avenue ROW Vacation Parcels to the ROW Applicants where the claims, causes of action or lawsuits and damages, judgments, costs, expenses and liabilities of any kind or other relief are filed pursuant to 65 ILCS 5/11-91-1.

- E. Reimbursement of Village for Enforcement of This Ordinance and its Conditions.** If the Village files a lawsuit to enforce any provision or condition of this Ordinance, the Property Owner and the Developer and/or their successors-in-interest, successor owners, assignees or transferees of the Property shall reimburse the Village for its reasonable attorney fees and litigation defenses costs in prosecuting the litigation. This hold harmless and indemnity provision is a covenant that runs with the land and shall survive the vacation and conveyance of title of the Johnson Avenue ROW Vacation Parcels into the Properties owned by the ROW Applicants.
- F. Compliance With ROW Policy.** Compliance with the other applicable terms and conditions of the ROW Policy.
- G. Acknowledgement and Agreement to Comply With the Obligations, Conditions, Terms and Provisions Set Forth in This Ordinance.** The Property Owner and the Developer agree to comply with all of the obligations, conditions, terms and provisions of this Ordinance. The Property Owner and the Developer acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of this Ordinance or its review and approval of any plans for the Development or the issuance of any permits for the Development, and that the Village's review and approval of any such plans and issuance of any such permits does not and will not, in any way, be deemed to insure the Property Owner and the Developer against third party claims, causes of action and damages or injuries of any kind at any time. The Property Owner and the Developer consent to the approvals granted in the Approval Documents and all conditions of those approvals and also to the recordation of the Approval Documents and this Ordinance with the CCCORD against title to the Property for the purpose of providing notice that the Property Owner and the Developer, and their transferees, successors-in-interest, all legal or beneficial owners of record, assigns, tenants, licensees and all subsequent owners of the Property or any part of the Property, or any other person and each and all homeowner associations or their equivalent within the Property, are subject to the obligations, conditions, terms and provisions of the Approval Documents and this Ordinance.
- H. Plat of Consolidation.** The Property Owner and the Developer, at their cost, agrees to prepare a plat of consolidation for administrative approval by the Village and filing with the Cook County Clerk's Office, Recording Division ("CCCORD") in the event that the Johnson Avenue ROW Vacation Parcels are not automatically incorporated into the adjacent properties that are intended to receive them.

- I. No Driveway Access Onto Wolf Road.** The Property Owner shall include a covenant, in the deeds of the Lot 4 and Lot 5 of the Development, that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use.
- J. Removal of Hard Surfaces From Lot 6.** In furtherance of completing the Development, the Property Owner and the Developer, at their cost, agree to remove and dispose of all hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and to restore the disturbed areas of Lot 6 with grass and to replace any sidewalk squares that are damaged as part of the Church Demolition Work. Andrew Schreiber, the fee simple owner of 5120 Johnson Avenue, which includes Lot 6, authorizes the Property Owner and the Developer to access Lot 6 for purposes of completing the removal of the hard surfaces detailed above in this Subsection J.

Upon satisfaction of the above conditions, and the filing of this Ordinance and the Plat of ROW Vacation with the CCCORD, the Johnson Avenue ROW Vacation Parcels legally described in Section 2 above shall be vacated and title to the vacated right-of-way shall be conveyed and pass to the legal owner(s) of the adjacent property commonly known as 5129 South Wolf Road, Western Springs, Illinois (P.I.N.: 18-08-319-025-000), 5120 Johnson Avenue (P.I.N.s: 18-08-319-023-0000 and 18-08-319-006-0000), and 5121 Johnson Avenue (P.I.N: 18-08-319-012-0000). In consideration of the vacation of the Johnson Avenue ROW Vacation Parcels, the ROW Vacation Applicants agree to each of the easement reservations specifically listed above in this Section 3 and as shown on the attached Final Plat of Vacation of Part of the West Half of Section 8, Township 38 North, Range 12 East of the Third Principal, in Cook County, Illinois and the Final Plat of Johnson Avenue Resubdivision.

SECTION 4. Filing Ordinance With the Cook County Clerk's Office, Recording Division. The Village shall cause a certified copy of this Ordinance and the original of the Final Plat of Vacation of Part of the West Half of Section 8, Township 38 North, Range 12 East of the Third Principal, in Cook County, Illinois to be recorded with the CCCORD upon satisfaction of the conditions set forth in Section 3 above. The Village shall provide the ROW Vacation Applicants with a CCCORD-filed stamped copies of this Ordinance and the Plat of ROW Vacation.

SECTION 5. Repealer; Severability. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed, and each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6. Termination of Ordinance for Failure of the Property Owner and the Developer to Develop the Property. If the Property Owner and the Developer do not proceed with the Development, the Property Owner and the Developer, and their successors, agree to waive all claims, causes of action and damages of any kind that the Property Owner and the Developer could file against the Village arising out of or related to the termination of the Village-approved documents related to the Development, including the repeal of this Ordinance. The Property Owner and the Developer are required to provide written notice to the Village within five (5) calendar days of the date of the termination of the

development agreement or contract that they have entered into related to the Property and the Development. This validity of this Ordinance is subject to the Property Owner and the Developer completing the following portions of the Development: the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-of-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the "Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac"), the construction of the Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, and the re-establishment of street, parkway and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac.

SECTION 7. Publication; Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

PASSED by an affirmative vote of at least five (5) of six (6) of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as President on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

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

Edward Tymick, Village Clerk

Exhibit "1"

**ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE
OBLIGATIONS, CONDITIONS, TERMS AND PROVISIONS SET FORTH IN
WESTERN SPRINGS ORDINANCE NO. 25-_____**

R & M General Contractors, LLC

I, _____, Member of R & M General Contractors, LLC have read and understand each of the above obligations, conditions, terms and provisions of this Right-of-Way Vacation Ordinance that are required of R & M General Contractors, LLC, including the obligations, conditions, terms and provisions set forth at Section 3 above, and have signed this ACKNOWLEDGEMENT AND AGREEMENT, as an authorized corporate officer of R & M General Contractors, LLC, to confirm that R & M General Contractors, LLC shall be bound by such obligations, conditions, terms and provisions.

R & M General Contractors, LLC

By: _____

Name: _____

Date: _____, 2025.

Owner of 5120 Johnson Avenue, Western Springs, Illinois (PINs 18-08-319-006-0000 and 18-08-319-023-0000)

I, the undersigned, the prospective acquirer of a portion of the Johnson Avenue ROW Vacation Parcels, have read and understand each of the above obligations, conditions, terms and provisions of this Right-of-Way Vacation Ordinance that are required of me, including the obligations, conditions, terms and provisions set forth at Section 3 above, and have signed this ACKNOWLEDGEMENT AND AGREEMENT, to confirm that I shall be bound by such obligations, conditions, terms and provisions.

By: _____

Name: Andrew Schreiber

Date: _____, 2025.

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Owner of 5121 Johnson Avenue, Western Springs, Illinois (PIN 18-08-319-012-0000)

I, the undersigned, the prospective acquirer of a portion of the Johnson Avenue ROW Vacation Parcels, have read and understand each of the above obligations, conditions, terms and provisions of this Right-of-Way Vacation Ordinance that are required of me, including the obligations, conditions, terms and provisions set forth at Section 3 above, and have signed this ACKNOWLEDGEMENT AND AGREEMENT, to confirm that I shall be bound by such obligations, conditions, terms and provisions.

By: _____
Name: Randy Porzel

Date: _____, 2025.

Owner of 5129 Wolf Road, Western Springs, Illinois (PIN 18-08-319-025-0000)

I, the undersigned, the prospective acquirer of a portion of the Johnson Avenue ROW Vacation Parcels, have read and understand each of the above obligations, conditions, terms and provisions of this Right-of-Way Vacation Ordinance that are required of me, including the obligations, conditions, terms and provisions set forth at Section 3 above, and have signed this ACKNOWLEDGEMENT AND AGREEMENT, to confirm that I shall be bound by such obligations, conditions, terms and provisions.

St. James Court, LLC

By: _____
Name: _____

Date: _____, 2025.

Exhibit "2"

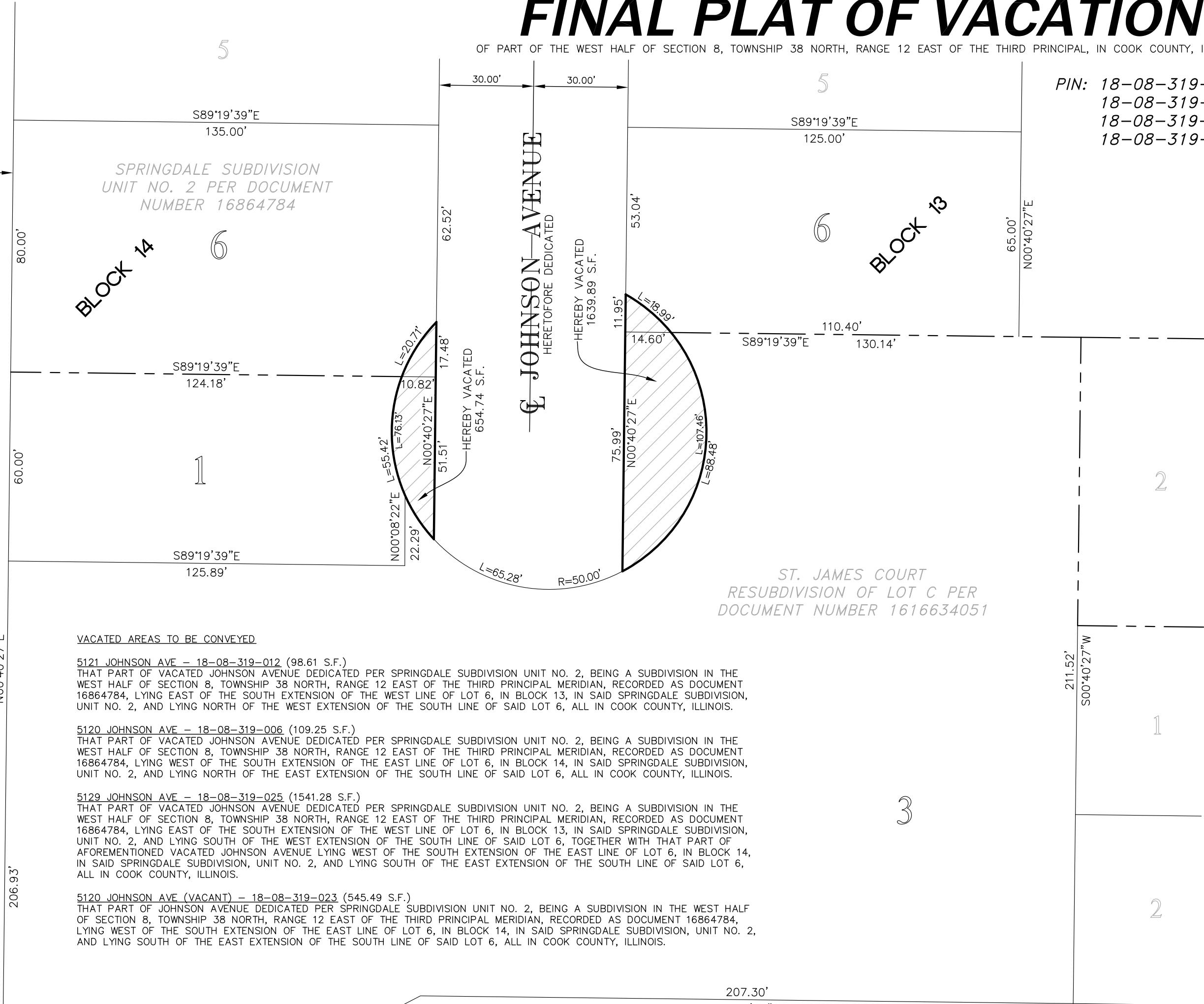
**Final Plat of Vacation of Part of the West Half of Section 8, Township 38 North, Range 12 East of the
Third Principal, in Cook County, Illinois
dated July 11, 2025 and prepared by Nekloa Survey, Inc.**

(attached)

FINAL PLAT OF VACATION

OF PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-319-006
18-08-319-012
18-08-319-023
18-08-319-025



VACATED AREAS TO BE CONVEYED

5121 JOHNSON AVE — 18-08-319-012 (98.61 S.F.)
THAT PART OF VACATED JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING EAST OF THE SOUTH EXTENSION OF THE WEST LINE OF LOT 6, IN BLOCK 13, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS.

5120 JOHNSON AVE — 18-08-319-006 (109.25 S.F.)
THAT PART OF VACATED JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE WEST LINE OF LOT 6, IN BLOCK 13, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE WEST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, TOGETHER WITH THAT PART OF AFOREMENTIONED VACATED JOHNSON AVENUE LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS.

5129 JOHNSON AVE — 18-08-319-025 (1541.28 S.F.)
THAT PART OF VACATED JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING EAST OF THE SOUTH EXTENSION OF THE WEST LINE OF LOT 6, IN BLOCK 13, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE WEST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, TOGETHER WITH THAT PART OF AFOREMENTIONED VACATED JOHNSON AVENUE LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS.

5120 JOHNSON AVE (VACANT) — 18-08-319-023 (545.49 S.F.)
THAT PART OF VACATED JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS.

SCHOOL DISTRICT BOUNDARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THE UNDERSIGNED DO HEREBY CERTIFY THAT, AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND KNOWN AS _____ TO THE BEST OF THEIR KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF THE HIGH SCHOOL DISTRICT NO. _____, AND ELEMENTARY SCHOOL DISTRICT NO. _____ IN COOK COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____, 20____.

BY: _____ BY _____

COOK COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AFORESAID ON THE ____ DAY OF _____, 20____. AT _____ O'CLOCK _M.

RECORDER _____

VILLAGE BOARD OF TRUSTEES

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AT A

MEETING HELD THIS____, DAY OF_____, 20____.

VILLAGE PRESIDENT

ATTEST: _____
CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, TREASURER FOR THE VILLAGE OF WESTERN SPRINGS, CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACTS OF REAL PROPERTY INCLUDED IN THIS PLAT. IN ADDITION, THE PROPERTY OWNERS WHO WILL RECEIVE TITLE TO THE VACATED REAL PROPERTY ARE NOT DELINQUENT IN THE PAYMENT OF ANY CURRENT, UNCONTESTED TAXES OR FEES OWED TO THE VILLAGE. DATED AT WESTERN SPRINGS, ILLINOIS,

THIS ____ DAY OF _____, 2025.

VILLAGE TREASURER

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, VILLAGE ENGINEER FOR THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, CERTIFY THAT THE PLAT OF VACATION MEETS THE APPLICABLE WESTERN SPRINGS MUNICIPAL CODE PROVISIONS.DATED AT WESTERN SPRINGS, ILLINOIS.

THIS ____ DAY OF _____, 2025.

VILLAGE ENGINEER

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AT A MEETING HELD

THIS____, DAY OF_____, 20____.

PRESIDENT

ATTEST: _____
CLERK

GRANTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, ILLINOIS.

THIS ____ DAY OF _____, 20____.

BY: _____ ATTEST: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I HEREBY CERTIFY THAT THE PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING CERTIFICATE IS(ARE) KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS____DAY OF_____, 20____.

NOTARY PUBLIC

COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT I, WAYNE W. NEKOLA AN ILLINOIS LAND SURVEYOR HAVE SURVEYED AND SUBDIVIDED THE PROPERTY DESCRIBED AS:

THAT PART OF JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING EAST OF THE SOUTH EXTENSION OF THE WEST LINE OF LOT 6, IN BLOCK 13, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF SAID LOT 6. ALSO,

THAT PART OF JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING NORTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6. ALSO,

THAT PART OF JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING EAST OF THE SOUTH EXTENSION OF THE WEST LINE OF LOT 6, IN BLOCK 13, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE WEST EXTENSION OF THE SOUTH LINE OF SAID LOT 6. ALSO,

THAT PART OF JOHNSON AVENUE DEDICATED PER SPRINGDALE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT 16864784, LYING WEST OF THE SOUTH EXTENSION OF THE EAST LINE OF LOT 6, IN BLOCK 14, IN SAID SPRINGDALE SUBDIVISION, UNIT NO. 2, AND LYING SOUTH OF THE EAST EXTENSION OF THE SOUTH LINE OF SAID LOT 6, ALL IN COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALSO THIS IS TO CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREIN DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTERN SPRINGS WHICH HAS ADOPTED A CITY PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODES AS HERETOFORE AND HEREINAFTER AMENDED.

I HEREBY AUTHORIZE AN AGENT OF THE VILLAGE OF WESTERN SPRINGS TO RECORD THIS PLAT OF VACATION.

GIVEN UNDER MY HAND AND SEAL THIS 11TH DAY OF JULY, 2025.

ILLINOIS LAND SURVEYOR No. 035-002923
LICENSE EXPIRES: NOV. 30 2026

NEKOLA SURVEY, INC.

PROFESSIONAL LAND SURVEYING SERVICES
WWW.NEKOLASURVEY.COM

400 N. SCHMIDT RD., STE. 203
BOLINGBROOK, ILLINOIS 60440
(630) 226-1530 PHONE (630) 226-1430 FAX

DESIGN FIRM NO. 184.005564

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-____

AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 JOHNSON AVENUE PROPERTY, THE 5121 JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 JOHNSON AVENUE PROPERTY, THE 5121 JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

[SEAL]

2050739_3

ORDINANCE NO. 25-_____
 VOTE: _____
 AYES: _____
 NAYS: _____
 ABSENT: _____
 ABSTAIN: _____
 DATE: July 21, 2025.
 OTHER: Published in pamphlet form.

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS DEVELOPER R & M GENERAL CONTRACTORS, LLC, AND ST. JAMES COURT, LLC, AND THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC.

WHEREAS, by a Special Warranty Deed dated July 7, 2025, Chicago Synod of the Evangelical Lutheran Church in America (the “Church”) conveyed fee simple title to the real property commonly known as 5129 South Wolf Road to St. James Court, LLC (the “Property Owner”); and

WHEREAS, R & M General Contractors, LLC, with its principal business office located at 1923 West Diversey Parkway, Chicago, Illinois 60614 (the “Applicant” or “Developer”), is the prospective developer of the real property commonly known as 5129 South Wolf Road, Western Springs, Illinois (“Property”). Based on the written authorization of the Church (the prior owner of the Property), the Developer filed with the Village of Western Springs (“Village”) a completed “General Information Application for Land Use and Development in the Village” form with supporting documents (the “Application”) for the redevelopment of the Property, on behalf of the Property Owner, as a five-lot single-family residence subdivision. The Property Owner and the Developer may redevelop the Property as a five (5) lot single-family residential development. In addition, the Property Owner and the Developer may pursue another alternate residential development plan for the Property that is a permitted use under the R2 - Single-Family Residence District classification or may apply for Village zoning approval of an alternate development plan in accordance with the applicable Village Code provisions, including its Development Control Ordinance (“DCO”). For purposes of this Ordinance, the construction of single-family homes on the five (5) single-family lots or another alternate Village-approved residential development plan that is pursued by the Property Owner and the Developer or their successor owner(s) is collectively referred to as the “Development”. The Property Owner has further executed a “Consent and Waiver Agreement” to allow Applicant to enter into this Agreement with the Property Owner, a copy of which is on file with the Community Development Department and is incorporated herein by reference and made a part hereof; and

WHEREAS, in 2024, the Developer submitted the Application to the Village requesting approval of the vacation of certain portions of the Johnson Avenue right-of-way adjacent to the Property and a final plat of resubdivision for the creation of a five-lot single-family residence subdivision in accordance with the applicable provisions of the Village’s Development Control Ordinance (“DCO”), in order to construct the Development, which is commonly referred to as the “Johnson Avenue Resubdivision”. A copy of the Application is on file with the Village’s Community Development Department and is incorporated herein by reference. A copy of the “Final Plat of Johnson Avenue Resubdivision” that was prepared by **Nekola Survey, Inc., dated July 11, 2025**, is attached hereto as **Exhibit “A”** (the “Plat”); and

WHEREAS, the Property Owner and the Developer at their cost, agrees to: (a) the removal and disposal of the existing parking areas, driveway areas, accessory building and the primary building as well as the removal of the hard surfaces, including the driveway and private driveway light poles, located on Lot 6 and restoration of the disturbed areas of Lot 6 with grass and replacement of any sidewalk squares

that are damaged ("Church Demolition Work"); (b) the removal and disposal of the existing cul-de-sac from the Johnson Avenue right-of-way ("Public Property Removal Work"); (c) the construction of an extended Johnson Avenue right-of-way (i.e., new 66.00 foot wide by 120.00 foot asphalt paved area) and a new cul-de-sac approximately 120.00 feet south of the existing cul-de-sac area including curbs and gutters, pavement, parkway trees, grass and sidewalks, and then the dedication of such improvements to the Village ("Reconstruction of Cul-De-Sac Work"); (d) the filing of a Village-approved plat of subdivision for the Property with the Cook County Clerk's Office, Recording Division; and (e) the redevelopment of the Property as a five-lot single-family residential development, including completion all of the required public and private infrastructure improvements and related dedications (i.e., installation of water main, sanitary sewer main, fire hydrant(s), and stormwater drainage improvements and other private and public utilities, cooperation with the Village's vacation of the portions of the existing Johnson Avenue Cul-De-Sac adjacent to 5129 Wolf Road, 5120 Johnson Avenue and 5121 Johnson Avenue that are outside of the 66.00 foot wide center portion of the Johnson Avenue right-of-way (the "Johnson Avenue ROW Vacation Parcels"), the dedication to the Village of a new 66.00 foot wide by 120.00 foot right-way area that will be part of Johnson Avenue and a new cul-de-sac area, both of which will be located immediately south of the current Johnson Avenue Cul-De-Sac (the "Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac"), re-establishment of street, parkway and sidewalks, and a paved pathway connecting the sidewalk to Springdale Park at the end of the New Johnson Avenue Cul-De-Sac). As a condition of approval of the Development, the Property Owner shall include a covenant in the deeds of Lot 4 and Lot 5 of the Development that prohibits driveway access onto Wolf Road, unless the removal of the covenant is approved by a majority vote of the President and Board of Trustees of the Village as part of the approval of a redevelopment of Lot 4 and Lot 5 for another land use other than a single-family residential use; and

WHEREAS, based on the Application submitted by the Developer, the Village conducted a public hearing relative to the vacation of the Johnson Avenue ROW Vacation Parcels and the approval of a five-lot final plat of subdivision requested by the Developer in order to construct the Development, pursuant to prior notice as required by the Village Excess Rights-of-Way Disposal Policy and Procedures Dated April 24, 2017 (the "ROW Policy") and the applicable provisions of State law, including the Illinois Open Meetings Act, 5 ILCS 120/, and Division 11-13 and Division 11-91 of the Illinois Municipal Code (65 ILCS 5/11-13 and 5/11-91), and the applicable provisions of the DCO (the "Public Hearing"); and

WHEREAS, at an open public meeting held on April 16, 2025, the Village's Plan Commission reviewed and discussed the proposed Development and the Plat and received input from the Village staff, and provided an opportunity for public input on the Plat as well as the proposed five-lot single-family residential Development, including the vacation of the Johnson Avenue ROW Vacation Parcels, the dedication of Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, and the Redevelopment and Agreement for the Development. At its April 16, 2025, meeting, the Plan Commission favorably recommended that the Village Board approve the Development and the Development Documents (as defined below), including the Plat as part of its issuance of Plan Commission Recommendation No. 25-02. A copy of Plan Commission Recommendation No. 25-02 is incorporated herein by reference and is on file with the Community Development Department; and

WHEREAS, after completion of the required Public Hearing by the Village Plan Commission, on **July 21, 2025, with the passage of the following Ordinances and Resolutions, including this Ordinance, (the "Development Documents"),** the President and Board of Trustees of the Village of Western Springs ("Village Board") considered and granted approval of the proposed five-lot single-family residential Development, including the vacation of the Johnson Avenue ROW Vacation Parcels, the dedication of Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, a five-lot Final Plat of Johnson Avenue

Subdivision and a Redevelopment Agreement:

- A. RESOLUTION NO. 25-____ : A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WESTERN SPRINGS, ILLINOIS, ST. JAMES COURT, LLC, AND R & M GENERAL CONTRACTORS, LLC AND ITS EXHIBIT "A" - CONSENT AND WAIVER AGREEMENT FOR THE CONSTRUCTION OF A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AND THE DEMOLITION OF A CHURCH BUILDING AND PUBLIC PROPERTY REMOVAL WORK, THE EXTENSION OF JOHNSON AVENUE AND RECONSTRUCTION OF THE JOHNSON AVENUE CUL-DE-SAC, PUBLIC SIDEWALK, AND PARKWAY AREA (5129 South Wolf Road, Western Springs, Illinois);
- B. Ordinance No. 25-____ : AN ORDINANCE APPROVING AND AUTHORIZING THE VACATION OF PORTIONS OF THE JOHNSON AVENUE RIGHT-OF-WAY ADJACENT TO THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY, THAT ARE OUTSIDE OF THE 66.00 FOOT WIDE CENTER PORTION OF THE JOHNSON AVENUE RIGHT-OF-WAY, LOCATED IN WESTERN SPRINGS, ILLINOIS, AND THAT FEE SIMPLE TITLE TO THE PORTIONS OF VACATED JOHNSON AVENUE RIGHTS-OF-WAY BE CONVEYED TO THE PROPERTY OWNERS OF THE 5120 SOUTH JOHNSON AVENUE PROPERTY, THE 5121 SOUTH JOHNSON AVENUE PROPERTY AND THE 5129 SOUTH WOLF ROAD PROPERTY (Property Owners Adjacent to the Proposed Vacated Portions of Johnson Avenue: Andrew Schreiber, Randy Porzel, and St. James Court, LLC);
- C. ORDINANCE NO. 25-____ : AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS BY CO-APPLICANTS DEVELOPER R & M GENERAL CONTRACTORS, LLC, AND ST. JAMES COURT, LLC AND THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC;
- D. ORDINANCE NO. 25-____: AN ORDINANCE RESCINDING AND REPEALING THE VILLAGE APPROVAL OF ORDINANCE NO. 95-1939 (GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MONTESSORI SCHOOL AT THE 5129 SOUTH WOLF ROAD PROPERTY WITHIN THE ST. JAMES EVANGELICAL LUTHERAN CHURCH) AND ORDINANCE NO. 16-2833 (GRANTING A CONDITIONAL USE PERMIT FOR LOT 3 OF ST. JAMES 2ND ADDITION TO WESTERN SPRINGS RESUBDIVISION FOR THE CONTINUED OPERATION OF THE ST. JAMES EVANGELICAL LUTHERAN CHURCH AND OTHER GROUP ASSEMBLY USES AT 5129 SOUTH WOLF ROAD AND PRELIMINARY AND FINAL APPROVAL OF DEVELOPMENT PLANS FOR ON-SITE IMPROVEMENTS TO LOTS 1, 2, AND 3 OF SAID RESUBDIVISION FOR CERTAIN PARKING AREAS, DRIVEWAY AREAS, ACCESSORY BUILDINGS, LANDSCAPE BUFFER AREAS, FENCE INSTALLATION AND INGRESS AND EGRESS POINTS AT JOHNSON AVENUE) IN ORDER TO SUPPORT THE DEMOLITION OF A CHURCH BUILDING AND REMOVAL OF ACCESSORY STRUCTURES AND THE CONSTRUCTION OF AN EXTENDED JOHNSON AVENUE WITH A NEW JOHNSON AVENUE CUL-DE-SAC TO SUPPORT A FIVE (5) LOT RESIDENTIAL SUBDIVISION ON LOT 3 IN ST. JAMES 2ND ADDITION TO WESTERN SPRINGS SUBDIVISION; and

WHEREAS, pursuant to Subsection 10-10-3(F) (Procedures And Requirements For Subdivision

Approval; Final Plat) of the DCO and Section 11-15-1 of the Illinois Municipal Code (65 ILCS 5/11-15-1) (Approval of Maps and Plats; Prerequisite to Recording), the Property Owner and the Developer are not allowed to subdivide or develop the Property until a final plat (excluding an administratively approved plat of consolidation) has been reviewed by the Western Springs Plan Commission ("Plan Commission") for its compliance with the applicable DCO provisions, subject to the Village Board approved variations, and has been reviewed and approved by the Village Board; and

WHEREAS, as part of the Village-approved single stage Final Plan review and approval process (i.e., a combined Preliminary Plan / Final Plan approval) for the Project per Subsection 10-8-8(C) of the DCO, the Developer filed the Plat for Village review and approval in accordance with the applicable provisions of the DCO. The Plat has been reviewed and revised as part of the Village plan review process; and

WHEREAS, at an open public meeting held on April 24, 2025, the Village's Planning and Zoning Committee ("Committee") reviewed the Plat and Plan Commission Recommendation No. 25-02 and received input from the Village staff and provided an opportunity for public input on the Plat as well as the proposed five-lot single-family residential Development, including the vacation of the Johnson Avenue ROW Vacation Parcels, the dedication of Extended Johnson Avenue and New Johnson Avenue Cul-De-Sac, and a Redevelopment Agreement. At its April 24, 2025 meeting, the Committee voted to ***favorably recommend*** that the Village Board approve the Development and the Development Documents, including the Plat; and

WHEREAS, at open public meetings held on May 19, 2025, and July 21, 2025, the Village Board reviewed and discussed the Development, the Development Documents, including the Plat, Plan Commission Recommendation No. 25-02 and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At the July 21, 2025, public meeting, the Village Board considered the findings and recommendations of the Plan Commission and the Committee, the input from the Village staff and the public, and agreed to approve the Development and the Plat; and

WHEREAS, in accordance with the authority set forth in the applicable provisions of the DCO and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), including 65 ILCS 5/11-15-1, and the contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) of the Constitution of the State of Illinois of 1970, the Village President and Board of Trustees of the Village of Western Springs approve the Plat and further find that the approval of the Plat is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the general public.

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

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

SECTION 2: Approval and Execution of Plat. The Village President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the "**Final Plat of Johnson Avenue Resubdivision**" prepared by **Nekola Survey, Inc. dated July 11, 2025** ("Plat"), substantially in the form attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial

modifications that are approved by the Village Attorney, and such other documents as are necessary to fulfill the Village's obligations under this Ordinance.

SECTION 3: Delivery of Executed Plat for Filing With the Cook County Clerk's Office, Recording Division. After approval and execution of this Ordinance and the Plat, certified copies of this Ordinance and a fully executed original of the Plat shall be filed by the Village, at the Property Owner's cost, with the Cook County Clerk's Office, Recording Division. Thereafter, the Village shall provide the Property Owner with Cook County Clerk's Office, Recording Division filed-stamped copies of this Ordinance and the Plat for purposes of record retention and compliance with the terms of this Ordinance and the Plat.

SECTION 4: Repealer; Severability. Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict, and the text of this Ordinance shall control and govern. Each Section, paragraph, clause and provision of this Ordinance is separable, and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, other than that part affected by such decision.

SECTION 5: Termination of Ordinance for Failure of the Property Owner and the Developer to Develop the Property. This validity of this Ordinance is subject to the Property Owner and the Developer developing the Property in accordance with the Redevelopment Agreement and the other Village-approved development documents relating to the Development. In the event the Property Owner and Developer do not develop the Property in accordance with the Redevelopment Agreement and the other Village-approved development documents relating to the Development, upon written notice delivered to the Village Manager this Ordinance shall automatically terminate without further action by the Village President and Board of Trustees of the Village and shall be void and unenforceable. If the Property Owner and the Developer do not proceed with the Development, the Property Owner and the Developer, and their successors, agree to waive all claims, causes of action and damages of any kind that the Property Owner and the Developer could file against the Village arising out of or related to the termination of the Village-approved documents related to the Development, including the repeal of this Ordinance. The Property Owner and the Developer are required to provide written notice to the Village within five (5) calendar days of the date of the termination of the development agreement or contract that they have entered into related to the Property and the Development.

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

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the 21st day of July, 2025.

Edward Tymick, Village Clerk

Exhibit "A"

**Final Plat of Johnson Avenue Resubdivision
prepared by Nekola Survey, Inc.
dated July 11, 2025**

(attached)

FINAL PLAT OF
JOHNSON AVENUE RESUBDIVISION
OF PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL, IN COOK COUNTY, ILLINOIS.

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, EDWARD TYMICK, VILLAGE CLERK FOR THE VILLAGE OF WESTERN SPRINGS, ATTEST TO THE SIGNATURES OF THE VILLAGE PRESIDENT, VILLAGE TREASURER, VILLAGE ENGINEER AND PLAN COMMISSION CHAIRPERSON THAT ARE CONTAINED ON THIS PLAT OF RESUBDIVISION, AND THOSE INDIVIDUALS AND THEIR SIGNATURES ARE PERSONALLY KNOWN TO ME AND EACH OF THEM APPEARED BEFORE ME, IN PERSON, AND EXECUTED THIS PLAT ON THE DATE(S) WRITTEN NEXT TO THEIR RESPECTIVE SIGNATURES AND ACKNOWLEDGED THAT THEY SIGNED THIS PLAT AS THEIR OWN FREE AND VOLUNTARY ACT.

DATED AT WESTERN SPRINGS, ILLINOIS, THIS ____ DAY OF _____, 20____.

VILLAGE CLERK

DATE

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JEFFEREY KOZA, VILLAGE ENGINEER FOR THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, CERTIFY THAT THE RESUBDIVISION OF THE PLATTED LOTS DESCRIBED IN THIS PLAT OF CONSOLIDATION AND EASEMENT DEDICATION WILL RESULT IN A CONSOLIDATED LOT(S) THAT MEETS THE APPLICABLE WESTERN SPRINGS MUNICIPAL CODE PROVISIONS AND SUBDIVISION REGULATIONS.

APPROVED THIS ____ DAY OF _____, 2015

BY _____

VILLAGE ENGINEER

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS IS TO CERTIFY THAT _____ IS/ARE THE OWNER(S) OF THE LAND DESCRIBED ABOVE AND AS OWNER(S) HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED AS SHOWN HEREIN, FOR THE USE AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTE AND DO HEREBY DEDICATE, GRANT, CONVEY AND WARRANT SAID LAND TO THE PEOPLE OF THE VILLAGE OF WESTERN SPRINGS.

THE SIGNED STATEMENT OF A REGISTERED PROFESSIONAL ENGINEER, AND THE OWNER OF THE LAND OR HIS DULY AUTHORIZED ATTORNEY, TO THE EFFECT THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION, THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED HEREIN SHALL NOT BE RECORDED, BUT SHALL BE RETAINED AND FILED BY CITY, VILLAGE OR COUNTY TO WHICH SUBMITTED FOR APPROVAL OF THE SUBDIVISION PLAT, AS PERMANENT PUBLIC DOCUMENTS.

DATED THIS ____ DAY OF _____, 20____.

BY: _____
SIGNATURE NAME AND TITLE

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID,

DOES CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT UNDER HIS OWN FREE AND VOLUNTARY ACT ON BEHALF OF _____ OR FOR HIM/HERSELF FOR THE USES AND PURPOSES SET FORTH IN THE INSTRUMENT.

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

NOTARY PUBLIC COMMISSION EXPIRES

OWNERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS IS TO CERTIFY THAT _____ IS/ARE THE OWNER(S) OF THE LAND DESCRIBED ABOVE AND AS OWNER(S) HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED AS SHOWN HEREIN, FOR THE USE AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTE AND DO HEREBY DEDICATE, GRANT, CONVEY AND WARRANT SAID LAND TO THE PEOPLE OF THE VILLAGE OF WESTERN SPRINGS.

THE SIGNED STATEMENT OF A REGISTERED PROFESSIONAL ENGINEER, AND THE OWNER OF THE LAND OR HIS DULY AUTHORIZED ATTORNEY, TO THE EFFECT THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION, THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED HEREIN SHALL NOT BE RECORDED, BUT SHALL BE RETAINED AND FILED BY CITY, VILLAGE OR COUNTY TO WHICH SUBMITTED FOR APPROVAL OF THE SUBDIVISION PLAT, AS PERMANENT PUBLIC DOCUMENTS.

DATED THIS ____ DAY OF _____, 20____.

BY: _____
SIGNATURE NAME AND TITLE

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID,

DOES CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT UNDER HIS OWN FREE AND VOLUNTARY ACT ON BEHALF OF _____ OR FOR HIM/HERSELF FOR THE USES AND PURPOSES SET FORTH IN THE INSTRUMENT.

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

NOTARY PUBLIC COMMISSION EXPIRES

CERTIFICATE OF OWNERSHIP AND SCHOOL DISTRICT CERTIFICATE

CERTIFIES THAT [NAME(S)] IS THE OWNER OF RECORD OF FEE SIMPLE TITLE TO THE REAL PROPERTY LEGALLY DESCRIBED IN THIS PLAT OF CONSOLIDATION AND EASEMENT DEDICATION AND THAT IT HAS CAUSED THE REAL PROPERTY TO BE SURVEYED AND SUBDIVIDED BY CONSOLIDATION AS SHOWN ON THIS PLAT.

TO THE BEST OF THE OWNER'S KNOWLEDGE, THE REAL PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF CONSOLIDATION AND EASEMENT DEDICATION LIES WITHIN THE FOLLOWING SCHOOL DISTRICTS:

- WESTERN SPRINGS ELEMENTARY SCHOOL DISTRICT NO. 101
- LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204

DATED THIS ____ DAY OF _____, 20 ____.

BY: _____
NAME

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DOES CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT UNDER HIS OWN FREE AND VOLUNTARY ACT ON BEHALF OF _____ OR FOR HIM/HERSELF FOR THE USES AND PURPOSES SET FORTH IN THE INSTRUMENT.

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

NOTARY PUBLIC COMMISSION EXPIRES

COOK COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AFORESAID ON

THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____.

RECORDER

PIN: 18-08-319-023
18-08-319-025

OWNERS DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

OWNER'S CERTIFICATE AND DESIGN ENGINEER'S CERTIFICATE AS TO DRAINAGE: TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE PLANNED CONSTRUCTION ON THE REAL PROPERTY DESCRIBED IN THIS PLAT OF SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF _____, 20 ____.

By: _____
OWNER (5120 JOHNSON AVENUE) REGISTERED ENGINEER

OWNERS DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

OWNER'S CERTIFICATE AND DESIGN ENGINEER'S CERTIFICATE AS TO DRAINAGE: TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE PLANNED CONSTRUCTION ON THE REAL PROPERTY DESCRIBED IN THIS PLAT OF SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF _____, 20 ____.

By: _____
OWNER (5129 WOLF ROAD) REGISTERED ENGINEER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, COUNTY CLERK FOR COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE REAL PROPERTY INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT OF CONSOLIDATION AND EASEMENT DEDICATION.

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

COUNTY CLERK

COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

THIS PLAT OF CONSOLIDATION AND EASEMENT DEDICATION HAS BEEN APPROVED BY THE COOK COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO THE COUNTY HIGHWAY (WOLF ROAD) SHOWN ON THE PLAT PURSUANT TO ILLINOIS COMPILED STAT. 765 ILCS 205/0.01 ET SEQ. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE REAL PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS ____ DAY OF _____, 20 ____.

COUNTY ENGINEER

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, JOHN MASTANDONA, TREASURER FOR THE VILLAGE OF WESTERN SPRINGS, CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APORTIONED AGAINST THE TRACT OF REAL PROPERTY INCLUDED IN THIS PLAT. IN ADDITION, THE OWNER IS NOT DELINQUENT IN THE PAYMENT OF ANY CURRENT, UNCONTESTED TAXES OR FEES OWED TO THE VILLAGE.

DATED AT WESTERN SPRINGS, ILLINOIS, THIS ____ DAY OF _____, 20 ____.

VILLAGE TREASURER

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, HEIDI RUDOLPH, VILLAGE PRESIDENT FOR THE VILLAGE OF WESTERN SPRINGS, CERTIFY THAT THE CORPORATE AUTHORITIES OF THE VILLAGE OF WESTERN SPRINGS HAVE REVIEWED THIS PLAT OF RESUBDIVISION, AND DURING A PUBLIC MEETING OF THE VILLAGE BOARD VOTED TO APPROVE THIS PLAT AND ITS EASEMENT DEDICATION, ACCEPT THE EASEMENT DEDICATION AS NOTED ON THIS PLAT AND AUTHORIZED THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE THIS PLAT.

THIS ____ DAY OF _____, 20 ____.

VILLAGE PRESIDENT DATE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WIL)SS

THIS IS TO CERTIFY THAT I, WAYNE W. NEKOLA AN ILLINOIS LAND SURVEYOR HAVE SURVEYED AND SUBDIVIDED THE PROPERTY DESCRIBED AS:

LOTS 1 AND 3 IN ST. JAMES COURT RESUBDIVISION OF LOT "C" IN SPRINGDALE UNIT NO. 2 (EXCEPT LOTS 1 AND 2 IN ST. JAMES ADDITION TO WESTERN SPRINGS RESUBDIVISION, RECORDED NOVEMBER 15, 1974, AS DOCUMENT 22908888), BEING A SUBDIVISION IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED JOHNSON AVE LYING SOUTH OF LOT 6, IN BLOCK 13 AND ITS WEST EXTENSION TO THE WEST LINE OF SAID LOT 6 EXTENDED SOUTH, AND ALSO THAT PART OF VACATED JOHNSON AVE LYING SOUTH OF LOT 6, IN BLOCK 14 IN AFOREMENTIONED SPRINGDALE UNIT NO. 2 AND ITS EAST EXTENSION TO THE EAST LINE OF SAID LOT 6 EXTENDED SOUTH, ALL IN COOK COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALSO THIS IS TO CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREIN DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTERN SPRINGS WHICH HAS ADOPTED A CITY PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODES AS HERETOFORE AND HEREINAFTER AMENDED.

I HEREBY AUTHORIZE AN AGENT OF THE VILLAGE OF WESTERN SPRINGS TO RECORD THIS PLAT OF SUBDIVISION.

GIVEN UNDER MY HAND AND SEAL THIS 11TH DAY OF JULY, 2025.

ILLINOIS LAND SURVEYOR No. 035-002923
LICENSE EXPIRES: NOV. 30 2026



PROJECT NO. 25-01-0900
DRAWN BY: KAB

NEKOLA SURVEY, INC.

PROFESSIONAL LAND SURVEYING SERVICES
WWW.NEKOLASURVEY.COM

400 N. SCHMIDT RD., STE. 203
BOLINGBROOK, ILLINOIS 60440

(630) 226-1530 PHONE (630) 226-1430 FAX

DESIGN FIRM NO. 184.005564

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SUBMITTED BY:

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

AFTER RECORDING RETURN TO:

VILLAGE OF WESTERN SPRINGS
740 HILLGROVE AVENUE
WESTERN SPRINGS, IL 60558

BASIS OF BEARINGS: WEST LINE OF WOLF
ROAD PER ST. JAMES COURT RESUBDIVISION

EASEMENT PROVISIONS

THE OWNER GRANTS AND RESERVES A PERMANENT, NON-EXCLUSIVE PUBLIC UTILITY EASEMENT TO THE VILLAGE OF WESTERN SPRINGS (AND ITS CONTRACTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) AND TO THOSE PUBLIC UTILITY COMPANIES AND TELECOMMUNICATIONS COMPANIES OPERATING WITHIN THE VILLAGE, INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, SBC / AT&T TELEPHONE COMPANY, NICOR GAS COMPANY, COMCAST CABLE COMPANY (AND THEIR CONTRACTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) (THE "GRANTEES"), OVER, UNDER AND ACROSS THE ENTIRE VACATED ALLEY RIGHT-OF-WAY AREA FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE ABOVE GROUND AND UNDERGROUND CONDUITS AND CABLES, SEWERS, WATER MAINS AND SURFACE WATER DRAINAGE, WITH ALL NECESSARY MANHOLES, WATER VALVES AND OTHER EQUIPMENT THAT EXISTS IN THE PUBLIC UTILITY EASEMENT AREA OR OTHER LAND ADJACENT THERETO FOR THE PURPOSE OF SERVING THE SUBJECT PROPERTY AND OTHER ADJACENT PROPERTY WITH TELEPHONE, ELECTRIC, SEWER, GAS, CABLE TELEVISION, WATER SERVICE AND SURFACE WATER DRAINAGE UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

EACH GRANTEE, AT ITS OWN COST, SHALL BE RESPONSIBLE TO RESTORE THE PUBLIC UTILITY EASEMENT AREA TO ITS ORIGINAL CONDITION DUE TO ANY DAMAGE TO THE EASEMENT AREA CAUSED BY THE GRANTEE'S EXERCISE OF ITS RIGHTS UNDER THIS EASEMENT; PROVIDED, HOWEVER, THE VILLAGE SHALL NOT BE RESPONSIBLE FOR RESTORATION OF THE PUBLIC UTILITY EASEMENT AREA TO ITS ORIGINAL CONDITION IF THE OWNERS AND/OR ANY ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE ON-SITE BUILDING AND RELATED ON-SITE IMPROVEMENTS FAIL TO PERFORM THE MAINTENANCE OR REPAIR WORK REQUIRED UNDER ANY OF THEIR/ITS OBLIGATIONS TO THE VILLAGE.

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

CLERK'S CERTIFICATE

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

ORDINANCE NO. 25-_____

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF
A FINAL PLAT OF JOHNSON AVENUE RESUBDIVISION
FOR A FIVE-LOT SINGLE-FAMILY RESIDENCE SUBDIVISION
AT 5129 SOUTH WOLF ROAD, WESTERN SPRINGS, ILLINOIS
BY CO-APPLICANTS ST. JAMES COURT, LLC AND
DEVELOPER R & M GENERAL CONTRACTORS, LLC, AND
THE DEDICATION OF EXTENDED JOHNSON AVENUE AND A NEW JOHNSON AVENUE CUL-DE-SAC**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting thereof, held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this 21st day of July, 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 14.A.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services, Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager

RE: CBBEL Consulting Engineers - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on July 15, 2025 and recommended the approval of a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$379,270.

Summary

Attached for the Board's review is a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan. The Village has engaged each of its engineering firms to complete project scoping reports for the projects identified in the 2025 Capital Improvement Plan.

The CBBEL Scoping proposal covers portions of Forest Hills including 51st Street from Flagg Creek to Willow Springs Road and several adjoining north-south streets, including Wolf Road. The preliminary project scope includes the reconstruction of the street and the up-sizing or replacement of the storm-sewer along the project area. Watermain replacement and sidewalk improvements are also anticipated.

The purpose of the scoping proposals is to provide the following general information:

- Evaluate and verify project limits for each project within the plan and to provide updated engineering and construction costs.
- Confirm limits of water, sanitary and storm sewer improvements for each project area.
- Complete a topographic survey.
- Evaluate curb, gutter, and sidewalk replacement/installation needs.
- Perform geotechnical work, including soil and roadway base assessment, and pavement boring.
- Coordinate sewer televising for existing storm and sanitary sewer within project limits.

- Generate a scoping memo outing expected work on each project area, updating construction costs and Phase II/III Engineering costs.

The additional scope of services specific to this proposal is as follows:

- Floodplain Evaluation, and Wetlands Investigation and Assessment along Flagg Creek and 51st Street.
- Complete a detailed stormwater analysis of approximately 260 acres of contributory area.

The proposal from CBBEL Consulting Engineers is not to exceed \$379,270. This project will utilize 2025 referendum funding.

Financial Impact

Account TBD
Fund Infrastructure (TBD)
2025 Budget Pending Referendum Funds
Project Cost \$379,270

Recommended Motion

I move to approve a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$379,270.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Group Exhibit A Part 1 of 2 -- PSA with CBBEL for Preliminary Engineering and Project Scoping Services for 2025 Referendum Services (BOT Appr. 7.21.20)
2. Group Exhibit A Part 2 of 2 --Rider to PSA with CBBEL for Preliminary Engineering and Scoping Services Relating to 2025 Referendum Projects (BOT Appr.
3. Resolution No. 25-_____ re PSA with CCBEL for Preliminary Engineering and Project Scoping Services Relating to the 2025 Referendum Projects (BOT Appr.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

June 18, 2025

Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Attention: Matthew Supert – Director of Municipal Services

Subject: Proposal for Professional Design Engineering Services
51st Street Reconstruction and WM Replacement (Site Investigation)
Village of Western Springs, Illinois

Dear Mr. Supert,

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the site investigation effort for the 51st Street Reconstruction and Water Main Replacement project in the Village of Western Springs (Village). Included in this proposal is our Understanding of Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village desires for CBBEL to perform site investigation work that is necessary to develop preliminary and final engineering for the reconstruction of 51st Street and select side streets, including replacement of the existing water main infrastructure within the project limits. The scope of this proposal includes the site investigation effort needed to collect existing conditions information and analyze existing infrastructure needs to support future preliminary and final engineering design phases of the project to be completed under a separate contract.

The project limits are anticipated to include:

- 51st Street from Flagg Creek to Willow Springs Road (approx. 5,100 feet)
- Fair Elms Avenue from 49th Street to 51st Street Road (approx. 1,400 feet)
- 49th Street from Fair Elms Avenue to Central Avenue (approx. 400 feet)
- Central Avenue from 700 feet north of 51st Street to 51st Street (approx. 700 feet)
- Wolf Road from 700 feet north of 51st Street to 51st Street (approx. 700 feet)

The scope of the proposed improvements will be developed during the preliminary and final engineering effort based on information collected and analyses performed under this contract. The improvements are generally anticipated to include:

- Reconstruction of existing roadway pavement with new concrete pavement
- Replacement of existing water mains, fire hydrants, valves, public water services, private lead water services, and water service boxes
- Rehabilitation and/or spot replacement of existing sanitary and storm sewer pipes where necessary, based on a condition assessment by CBBEL
- Analysis of the capacity of the existing storm sewer trunk line on 51st Street and evaluation of potential storm sewer improvements

Per discussion with the Village, investigation related to sanitary/combined sewer overflows, illegal connections, etc., are not included in this project.

SCHEDULE

This proposal assumes that notice to proceed will be issued to CBBEL in July 2025. We anticipate completing the tasks outlined in this proposal in January 2026.

The preliminary and final engineering effort for this project will take place after completion of the site investigation work and establishment of a separate engineering contract with the Village. The preliminary/final engineering effort is planned to be completed in early 2027 to allow for construction to start in Spring 2027.

SCOPE OF SERVICES

Based on our extensive experience with similar projects, our anticipated Scope of Services is detailed below:

SITE INVESTIGATION

Task 1 – Data Collection and Field Reconnaissance: CBBEL will coordinate with the Village to review the project scope and collect, examine, review and evaluate data to be utilized for the development of the proposed improvements. This data will include the following:

- Existing studies and reports
- Existing design plans and as-built plans
- GIS data
- Utility Atlases
- Existing right-of-way information and subdivision plats
- Plans from prior similar projects (to ensure consistency with past projects)
- History of drainage issues
- Village Standards and Specifications

- Village Standard Construction Contract and Special Provisions

CBBEL will also perform a thorough field reconnaissance of the existing conditions within the project limits, including verification of the topographic survey and assessment and documentation of the condition of all Village accessible utility structures within the project limits.

Task 2 – Topographic Survey: CBBEL will perform topographic survey of 51st Street, between Flagg Creek & Willow Springs (ROW to ROW w/10' overlap., 5,100'LF±), Fair Elms Ave. between 51st Street & 49th Street Springs (ROW to ROW w/10' overlap., 1,700'LF±), Central Rd. from 51st Street 800' north (ROW to ROW w/10' overlap., 800'LF±), Wolf Rd. from 51st Street 800' north (ROW to ROW w/10' overlap., 800'LF±), and 50' side street overlap (1,000'LF). This task also includes survey of up to fifteen (15) upstream drainage structures as necessary to support the drainage analysis. The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, garage face with entry finished grade, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas,

etc. For each structure, we will identify size, type, rim, and invert elevations. Structure Detail Field Note Sheets will be included with final product.

8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

Task 3 – JULIE Utility Coordination: CBBEL will coordinate with utility owners and with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all utility atlas information into the base map. Locations of existing utilities/improvements/systems shown on the base map will be the compilation of available utility plans provided by utility owners and JULIE utility coordination.

Task 4 – Geotechnical Investigation and LPC-663 Analysis: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain eighteen (18) soil borings within the proposed limits to determine the existing cross-section of the pavements and subsurface soil conditions within the potential project area. Sixteen (16) borings will be drilled to a depth of approximately ten (10) feet, and two (2) borings will be drilled to a depth of twenty-five (25) feet. Seeco will prepare a report describing existing soil conditions and making recommendations for remediation. The report will be performed by a licensed soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. Seeco will perform investigation and testing work necessary to substantiate completion of Illinois Environmental Protection Agency (IEPA) Form LPC-663. This work will include collection/preservation of soil samples and conducting a search to identify any Potentially Impacted Properties (PIPs). Seeco will perform the additional required testing and provide signed LPC-663 forms to the Village for use during construction.

Task 5 – Floodplain Evaluation: The project may include minor floodplain fill at the west end near Flagg Creek and potentially a new storm sewer outfall. We will review the anticipated floodplain impacts and identify potential permitting constraints associated with the regulatory floodplain and floodway. Our findings and recommendations will be summarized in a memorandum.

Task 6 – Wetlands Investigation and Assessment: An investigation of the project site will be completed to identify the limits of wetlands and Waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of any Waters of the U.S. and wetland communities will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We will also locate the delineated boundaries using a submeter accuracy handheld GPS unit.

The results of the wetland field reconnaissance will be summarized in a letter report suitable for submittal to regulatory agencies for permitting processes. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map; otherwise, we will use the best available aerial photograph.

Task 7 – Sewer Televising, Tape Review and Recommendations: CBBEL will engage National Power Rodding (NPR) to perform sewer cleaning and televising of existing sanitary and storm sewers (including laterals) located in the public ROW within the project limits. This task will include CBBEL review of all televising tapes furnished by NPR, which are anticipated to include approximately 21,000 lineal feet of sewers. Based on the review, CBBEL will prepare sewer rehabilitation recommendations for the project that will be incorporated into the project design.

Task 8 – Detailed Stormwater Analysis: The 51st Street storm sewer drains an area of approximately 260 acres from Willow Springs Road on the east, 47th Street on the north, 51st/53rd Street on the south, and I-294 on the west. We understand there are drainage problems in the watershed, although the full extent may be unknown. Under this task, we will evaluate the existing storm sewer system within the watershed limits by preparing a PC-SWMM model of the system. We anticipate that the 51st Street system will be modeled in detail and the various laterals that tie into this system will be analyzed as needed to appropriately reflect the inflows at each point. The model will be developed based on surveyed pipe sizes and elevations obtained in other tasks. The existing conditions model will be evaluated for several design storm events to determine the extent of the drainage problems and whether the existing storm sewers on 51st Street have sufficient capacity for continued use.

It is likely that capacity improvements will be required. We will use the existing conditions model to evaluate multiple drainage improvement scenarios to achieve the project goals as established by the Village. The improvements may be as simple as proper upsizing of the existing storm sewer or may require storage improvements upstream in the watershed. We will develop multiple scenarios and prepare a summary memorandum for the Village's consideration.

Task 9 – Project Coordination and Meetings: CBBEL will coordinate with the Village throughout the site investigation effort. In addition to phone conversations and written and electronic coordination, it is anticipated that up to three (3) meetings with Village staff will be needed during site investigation phase of the project, including a kickoff meeting and two (2) coordination meetings. CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries.

This proposal assumes that no public involvement will be required during the site investigation phase of this project.

Task 10 – Project Management and Administration: CBBEL will manage the day-to-day work effort on the project to ensure an efficient project development process, including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible, and periodic progress coordination meetings.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
SITE INVESTIGATION	
Task 1 – Data Collection and Field Reconnaissance	\$ 11,280
Task 2 – Topographic Survey	\$ 73,260
Task 3 – JULIE Utility Coordination	\$ 6,720
Task 4 – Geotechnical Investigation and LPC-663 Analysis	\$ 19,230
Task 5 – Floodplain Evaluation	\$ 4,920
Task 6 – Wetlands Investigation and Assessment	\$ 8,400
Task 7 – Sewer Televising, Tape Review and Recommendations	\$146,260
Task 8 – Detailed Stormwater Analysis	\$ 77,240
Task 9 – Project Coordination and Meetings	\$ 17,280
Task 10 – Project Management and Administration	\$ 13,680
Direct Costs	\$ 1,000
TOTAL NOT-TO-EXCEED FEE: \$379,270	

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us at any time.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE VILLAGE OF WESTERN SPRINGS:

BY: _____
TITLE: _____
DATE: _____

BMW
N:\PROPOSALS\ADMIN\2025\Western Springs 51st Street Recon and WM (Site Investigation) P250230\2 - Proposal (Site Investigation Phase)\Western Springs 51st
Street Recon and WM (Site Investigation).docx

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Christopher B. Burke Engineering, Ltd.
For Engineering and Scoping Services Relating to the 2025 Referendum Projects**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance --

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance --

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions --

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions --

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages --

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations;

or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages --

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers --

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
- 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or

person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior,

among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation

District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: July, 2025

**DRAFT 07.17.2025
RESOLUTION NO. 25-????**

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: July 21, 2025.

OTHER:

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND CHRISTOPHER B. BURKE
ENGINEERING, LTD., OF ROSEMONT, ILLINOIS
FOR PRELIMINARY ENGINEERING AND PROJECT
SCOPING SERVICES FOR THE 2025 REFERENDUM
PROJECTS.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois ("Engineer") desire to enter into a Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects (collectively, the "Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between the Village of Western Springs and CBBEL, Ltd. for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects", copies of which are attached hereto as **Group Exhibit "A"** and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services to be performed will include field verification of water and sewer systems and curb, gutter and sidewalks, geo-technical work, sewer televising, and scoping memo including phase II/III engineering estimations and construction costs; and

WHEREAS, the fee to perform the Services is a "not-to-exceed" fee of \$379,270.00. The Engineer's fee will be paid from the Infrastructure Fund using Referendum Funds; and

WHEREAS, at an open public meeting held on July 15, 2025, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on July 21, 2025, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its July 21, 2025 Regular meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between the Village of Western Springs and CBBEL, Ltd. for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents and instruments as may be necessary to fulfill the Village's obligations under the PSA.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached PSA to the Clerk's office and to the Engineer.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between the Village of Western Springs and Christopher B. Burke Engineering, Ltd.
for Preliminary Engineering and Project Scoping Services
for the 2025 Referendum Projects**

and its

Exhibit "1"

**Rider to Professional Services Agreement
Between the Village of Western Springs and Christopher B. Burke Engineering, Ltd.
for Preliminary Engineering and Project Scoping Services
for the 2025 Referendum Projects**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD. OF ROSEMONT, ILLINOIS
FOR PRELIMINARY ENGINEERING
AND PROJECT SCOPING SERVICES FOR THE 2025 REFERENDUM PROJECTS**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 14.B.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: HR Green - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on July 15, 2025 and recommended the approval of an engineering proposal from HR Green to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan in an amount not to exceed \$121,941.00.

Summary

Attached for the Board's review is an engineering proposal from HR Green to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan. The Village has engaged each of its engineering firms to complete project scoping reports for the projects identified in the 2025 Capital Improvement Plan. The purpose of the scoping proposals is to provide the following general information:

- Evaluate and verify project limits for each project within the plan and to provide updated engineering and construction costs.
- Confirm limits of water, sanitary and storm sewer improvements for each project area.
- Evaluate curb, gutter, and sidewalk replacement needs.
- Perform geo-technical work, including soil and roadway base assessment, and pavement boring.
- Coordinate sewer televising for existing storm and sanitary sewer within project limits.
- Generate a scoping memo outlining expected work on each project area, updating construction costs and Phase II/III Engineering costs.

The proposal from HR Green will evaluate road improvement projects in and around the Commonwealth Subdivision, including the replacement of watermain and the possible re-establishment of an emergency water interconnect with Hinsdale.

Financial Impact

Account TBD

Fund Infrastructure (TBD)
2025 Budget Pending Referendum Funds
Project Cost \$121,941.00

Recommended Motion

I move to approve an engineering proposal from HR Green to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan in an amount not to exceed \$121,941.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Group Exhibit A Part 1 of 2--PSA with HR Green, Inc. for Engineering and Scoping Services Related to 2025 Referendum Projects (BOT Appr. 7.21.25)(2060
2. Group Exhibit A Part 2 of 2 --Rider to PSA with HR Green, Inc. for Engineering and Scoping Services Relating to 2025 Referendum Projects (BOT Appr. 7.
3. Resolution No. 25-_____ re PSA with HR Green for Preliminary Engineering and Project Scoping Services- 2025 Referendum Projects (BOT 7.21.25)(2060210.1



▷ 323 Alan Drive | New Lenox, IL 60451
Main 815.462.9324 + Fax 815.385.1781

▷ HRRGREEN.COM

July 14, 2025

Mr. Matthew Supert
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Subject: Commonwealth Subdivision – Water Infrastructure Assessment

Dear Matthew:

We are pleased to present this letter proposal to support the Village of Western Springs with the Commonwealth Subdivision – Watermain Alignment & Roadway/Sidewalk Rehabilitation Infrastructure Assessment.

PROJECT UNDERSTANDING

As part of the recent \$45 Million Infrastructure Referendum, the Village has programmed infrastructure improvements for the Commonwealth Subdivision North & South project area located south of 47th St., west of Flagg Creek, east of I294, and north of 55th Street. Included in the FY2029 construction season are proposed infrastructure improvements consisting of water main and service replacements, to be followed by roadway and sidewalk rehabilitation (i.e.: patching, resurfacing, spot replacement of combination concrete curb and gutter (CCC&G) and PCC Sidewalk) for this residential neighborhood. Prior to the future water main and roadway improvements progressing into phase 2 design, it is thought to be a prudent step to perform a preliminary engineering assessment which will identify preliminary design components for the proposed water distribution system including determining optimal alignment for water service, capacity, pressure, and constructability. Roadway and sidewalk infrastructure rehabilitation options will be assessed with proposed improvements identified and related anticipated construction quantities. Additionally, the preliminary engineering assessment efforts will include a preliminary opinion of probable construction costs based upon the proposed water system alignment, construction staging components, anticipated utility crossings and challenges, roadway and sidewalk rehabilitation recommendations.

The Village of Western Springs (Village) is interested in retaining a consultant to perform preliminary engineering to assess the Village's water infrastructure located within the Commonwealth Subdivision-North and South areas. As previously discussed, the preliminary water main alignment, capacity and pressure shall be assessed for optimal location with respect to constructability, cost, and performance. needs are required to be identified and preliminarily designed for optimal location. The existing water main trunk line located adjacent to Flagg Creek was constructed in the early 1,900s and the remaining water main located within the subdivision was constructed in the 1990s and is Ductile Iron. The main water infrastructure is to be reconstructed as part of the overall infrastructure improvements for the Commonwealth Subdivision. It is HR Green's understanding that the Village is seeking the following preliminary engineering services:

- Existing conditions research and assessment- HRG will reach out to the Village and relevant utilities to obtain any available plans, including as-built plans, for local roadways and structures, subdivisions, and utility projects from past improvements. Historical plans and documented improvements will be assessed for accuracy and incorporated into the development of project base maps. The project base maps will be developed from Cook County aerial topographic imagery with GIS components including parcel and roadway ROW boundaries, and utility alignment and structures.
- Field assessment of existing conditions- Upon initial completion of the development of the existing base aerial mapping, HRG will perform a field assessment to ascertain completeness and accuracy of the existing conditions depicted in the aerial base mapping. Additional topographic survey pickup of specific features not included in the aerial base mapping will be provided based upon field assessment of existing conditions. HRG has included an anticipated one (1) eight-hour days for additional topographic survey pickup.
- Development of preliminary watermain alignment- Utilizing the existing conditions identified through the previously noted research, topographic survey, and as depicted in the aerial base map, HRG will develop water main alignment for what is considered optimal location for water service, capacity, pressure, and constructability.
- The proposed watermain alignment will be added into the Village's water system model and assessed for pressure and capacity performance by HRG.
- Additionally, to the main alignment assessment for Commonwealth subdivision, the Village desires to have HRG identify and assess potential connection locations for shared water system usage with the Village of Hinsdale. The two (2) locations to be assessed for pressures, capacity, and potential volume/flows are at 47th Street and 51st St. to the east, across I-294. HRG will provide a summary of anticipated benefits, challenges, and anticipated costs for both conceptual crossings.
- The overall project is approximately 6,210 centerline feet in length. Field assessment of existing roadway and sidewalk infrastructure shall occur, and proposed improvements will be identified including pavement rehabilitation quantities estimated for patching, combination concrete curb and gutter spot removal and replacement, and sidewalk removal and replacement to meet ADA standards.
- HRG will partner with a sub-consultant geotechnical firm who will provide pavement cores and geotechnical assessment of the roadway, sub-base, and sub-grade materials for consideration and use in the preparation of the preliminary engineering report.
- HRG will partner with a sub-consultant (National Power Rodding – NPR) who will perform televising of the sanitary sewers located within the project limits. The video and report will be reviewed and assessed for any repairs or replacement of sanitary sewer within the project limits. The proposed recommendations for sanitary sewer rehabilitation and/or point repairs will be prepared for consideration and presented in a preliminary engineering report to the Village.
- HRG will prepare a preliminary opinion of probable construction costs (OPCC) for the final determined water main alignment, to be utilized by Village for budget preparation associated with the future infrastructure improvements to Commonwealth Subdivision design and construction.

HR Green has previously completed and subsequently updated the Village's Water System model, which offers extensive insight into the Village's existing water system components, facility layouts, and operations. Having this valuable system knowledge and modelling capability will assist with HR Green's preliminary data collection efforts and will allow us to provide efficient and effective

assessment of the proposed water distribution system improvements for various alignment and component alternatives.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 - PROJECT MANAGEMENT

1. The team will work with the Village to develop:
 - a. Project work plan including the schedule of deliverables and meetings
 - b. Outline participants, contacts, and communication procedures
 - c. Budget updates and invoicing procedures
 - d. Discuss standards and expectations required to complete the deliverables.
2. The team will provide ongoing quality assurance and quality control (QA/QC). QA/QC includes using internal staff peer reviews ahead of deliverables.
 - a. Provide ongoing project management including directing team, coordination of information and deliverables, as well as tracking and meeting schedule.

TASK 1.2 – PROJECT MEETINGS

1. Kick-off Meeting
 - a. Prepare for and attend a kick-off meeting (Teams) with the Village.
 - b. Provide a detailed agenda to guide the discussion.
 - c. Review the scope of required services, schedule with critical dates/milestones/deliverables, key project stakeholders, and communication plan with the entire project team.
 - d. Review staff expectations and brainstorm ideas to meet all project goals. Work with staff to gather any additional background data that has not already been provided. Prepare meeting minutes. Provide team to review, edit, and accept.
2. Field Review Meeting with Key Staff
3. Draft Watermain Alignment and Memorandum Review Meeting
 - a. Facilitate a draft review meeting to discuss the draft watermain alignment(s) and supporting memorandum
 - b. After this meeting, the watermain preliminary alignment and supporting memorandum will be finalized.
 - c. Detailed meeting minutes will be used to keep the entire team informed of discussion and progress status and goals.

TASK 2 – EXISTING CONDITIONS RESEARCH AND ASSESSMENT

TASK 2.1 – DESKTOP & FIELD ASSESSMENT OF VILLAGE INFRASTRUCTURE

1. Collect and analyze the Village's records on the water and sewer system including, but not limited to, water distribution system, sanitary sewer, GIS data, record drawings, maintenance records, water main break inventory, etc.
2. Field assessment of existing conditions- Upon initial completion of the development of the existing base aerial mapping, HRG will perform a field assessment to ascertain completeness and accuracy of the existing conditions depicted in the aerial base mapping.

3. Field assessment of existing roadway and sidewalk infrastructure conditions to determine proposed rehabilitation for roadway including patching, CCC&G repairs, and sidewalk remove and replacement anticipated.
4. Televising of existing sanitary sewer and storm sewer within the project limits shall occur by HRG subconsultant (National Power Rodding – NPR). Within the approximate 6,120 centerline feet of roadway to be rehabilitated there exists an estimated 304 lineal feet (LF) of 6" sewer; 3,708 LF of 8"; 1,316 LF of 10"; and 4,697 LF of 60" for a total of 10,025 LF of sanitary sewer to be televised.
5. The overall project is approximately 6,210 centerline feet in length. Subconsultant for HRG shall provide nine (9) pavement cores at ten feet in depth throughout the project limits and accompanying geotechnical report that assesses existing pavement, sub-base, and sub-grade materials and conditions for use in the preliminary engineering assessment.
6. Topographic survey to pick up specific features not included in the aerial base mapping will be provided based upon field assessment of existing conditions. HRG has included an anticipated one (1) eight-hour days for additional topographic survey pickup.

TASK 3.0– PRELIMINARY ENGINEERING RECOMMENDATIONS

1. DEVELOPMENT OF PRELIMINARY WATERMAIN ALIGNMENT RECOMMENDATIONS
 - a. Utilizing the existing conditions identified through the previously noted research, topographic survey, and as depicted in the aerial base map, HRG will develop watermain alignment for what is considered the optimal location for water service, capacity, pressure, and constructability.
 - b. The proposed watermain alignment will be added into the Village's water system model and assessed for pressure and capacity performance by HRG.
 - c. Additionally, to the main alignment assessment for Commonwealth subdivision, the Village desires to have HRG identify and assess potential connection locations for shared water system usage with the Village of Hinsdale. The two (2) locations to be assessed for pressures, capacity, and potential volume/flows are at 47th Street and 51st St. to the east, across I-294. HRG will provide a summary of anticipated benefits, challenges, and anticipated costs for both conceptual crossings.
 - d. Based on determined water main alignment and project condition assessments, HRG will develop opinion of probable construction costs (OPCC) to be utilized for budgetary purposes.
 - e. A draft and final preliminary watermain reconstruction alignment with report memorandum, including OPCC will be developed and submitted to the Village for approval and to be utilized moving forward into Phase 2 Design Engineering.
2. DEVELOPMENT OF PROPOSED PRELIMINARY ROADWAY/SIDEWALK REHABILITATION
 - a. Utilizing the existing conditions identified through the previously noted research, field review/assessment, pavement cores with geotechnical assessment, and sanitary sewer televising, HRG will develop a proposed preliminary plan for roadway rehabilitation, including HMA patching, CCC&G removal and replacement, and sidewalk removal and replacement necessary to achieve ADA compliance.
 - b. Based on preliminary roadway and sidewalk rehabilitation proposed by HRG, sanitary televising results, and any additional utility rehabilitation and/or replacement, HRG will

develop opinion of probable construction costs (OPCC) to be utilized for budgetary purposes.

- c. A draft and final preliminary roadway/sidewalk rehabilitation recommendation report memorandum, including OPCC will be developed and submitted to the Village for approval and to be utilized moving forward into Phase 2 Design Engineering.

DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

DELIVERABLES

The deliverables will include:

- Draft Preliminary Engineering Report including
 - Watermain alignment and supporting memorandum
 - Roadway and sidewalk rehabilitation recommendations
 - Draft Opinion of Probable Construction Costs associated with proposed improvements
- Final Preliminary Engineering Report including
 - Watermain alignment and supporting memorandum
 - Roadway and sidewalk rehabilitation recommendations
 - Final Opinion of Probable Construction Costs associated with proposed improvements

Refer to the scope descriptions above for additional details on deliverable content. The schedule is provided below.

SCHEDULE

This schedule was prepared to include reasonable allowances for review and approval times required by the Village. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the Village or for delays or other causes beyond the control of HR Green.

Item	Description	Completion
1	Receive Signed Contract/Notice to Proceed (NTP)	July 21, 2025
2	Kickoff Meeting	Same week as NTP
3	Research, Partial Topographic Survey, Base Map Preparation, & Field Review with Key Village Staff	Week of August 4th
4	Develop Roadway Rahab. & Watermain Alignment Alternatives	Week of August 11th
5	NPR Televising of Sanitary and Storm Sewers	Complete Week of Aug. 18th
5	Watermain Alignment Meeting/Workshop with Key Staff	Week of August 18th
6	Submit Draft Water Main Alignment and related memo.	Week of Sept. 22nd

7	Draft Water Main Alignment and Roadway/Sidewalk Infrastructure Recommendations Review Meeting	Week of Oct. 6th
8	Submit Final Preliminary Engineering Report Memorandum & Exhibits	Week of October 27th

ITEMS NOT INCLUDED IN AGREEMENT / SUPPLEMENTAL SERVICES

Additional Services are not included in this Agreement. If authorized under a Supplemental Agreement HR Green could furnish or obtain from others the following services:

1. Rate study
2. Sewer Modeling
3. Additional site visits or on-site meetings beyond what is described above
4. Legal services of any kind.
5. Any other additional engineering services in connection with the project.

CLIENT RESPONSIBILITIES

The Village will be asked to provide the following items:

1. Access to Village's facilities for the condition and alignment assessment
2. Provide personnel knowledgeable about water infrastructure to be available for discussions. Accompany HR Green on site visits to answer questions.
3. Village records on the water and sewer system including, but not limited to, water distribution system, sanitary sewer mapping , GIS data, record drawings, maintenance records, watermain breaks, etc.
4. Past reports and other applicable information done by others.

PROFESSIONAL SERVICE FEES

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$121,941.00.**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Task 1 - Project Management	20	\$ 4,668.00	\$ 98.00	
Task 2 – Existing Conditions Research & Assessment	39	\$ 8,753.25	\$ 46.75	
Task 2.1.4 - San. Sewer Televising & Report - (See Attachment – A)	12	\$ 1,530.00		\$70,175.00
Task 2.1.5 – Pav't Cores (9 Each @ 10 ft.) & Geotech Assessment	10	\$ 1,340.00		\$10,750.00
Task 3.1 - Development of Prelim Watermain Alignment,	96	\$ 18,132.00	\$ 98.00	

Cost Estimates, and Deliverables				
Task 3.2 - Development of Prelim Rdwy/Sidewalk, Cost Estimates, and Deliverables	37	\$ 6,311.50	\$ 38.50	
Subtotals:	214	\$ 40,734.75	\$ 281.25	\$80,925.00
Contract Total:			\$ 121,941.00	

(1) **Direct Costs** - Includes Postage, Mileage for Meetings/Field Visits, Bid Advertisement, & Plotting Costs. Details are available on request.

PROJECT TEAM

For this project, the HR Green Team is anticipated to include the following members who have worked together on multiple projects similar in scope to the Village Western Springs Commonwealth Subdivision – Water Infrastructure Assessment. The team will be led by Scott Creech who has successfully managed several improvement projects for the Village of Western Springs. The following team members are proposed for this project:

Project Manager:	Scott Creech, PE
Project Engineer:	Sylwia Kokoszka, PE
Project Engineer:	Allie Bransky, PE
Principal-in-Charge/QA/QC:	Ravi Jayaraman, PE

HR Green sincerely appreciates the opportunity to provide services to the Village of Western Springs for these important infrastructure improvements. We look forward to working closely with the Village staff to provide these preliminary engineering services. Please do not hesitate to contact me at 815-320-7119 with any comments or questions.

HR Green, Inc.



T. Scott Creech, PE
Project Manager

Cc: Ravi Jayaraman, PE

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**Rider to
Professional Services Agreement
Between The Village Of Western Springs And HR Green, Inc.
For Engineering and Scoping Services Relating to the 2025 Referendum Projects**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance --

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance --

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions --

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions --

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages --

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations;

or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages --

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers --

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
- 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or

person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior,

among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation

District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: July, 2025

DRAFT 07.21.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: July 21, 2025.

OTHER:

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND HR GREEN, INC. OF
CHICAGO, ILLINOIS FOR PRELIMINARY
ENGINEERING AND PROJECT SCOPING SERVICES
FOR THE 2025 REFERENDUM PROJECTS.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and HR Green, Inc. of Chicago, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects (collectively, the “Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between the Village of Western Springs and HR Green for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

WHEREAS, the Services to be performed will include field verification of water and sewer systems and curb, gutter and sidewalks, geo-technical work, sewer televising, and scoping memo including phase II/III engineering estimations and construction costs; and

WHEREAS, the fee to perform the Services is a “not-to-exceed” fee of \$121,941.00. The Engineer’s fee will be paid from the Infrastructure Fund using Referendum Funds and/or funds from other lawful sources; and

WHEREAS, at an open public meeting held on July 15, 2025, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on July 21, 2025, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its July 21, 2025 Regular meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between the Village of Western Springs and HR Green for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents and instruments as may be necessary to fulfill the Village's obligations under the PSA.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached PSA to the Clerk's office and to the Engineer.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
for Preliminary Engineering and Project Scoping Services
for the 2025 Referendum Projects**

and its

Exhibit "1"

**Rider to Professional Services Agreement
Between the Village of Western Springs and HR Green, Inc.
for Preliminary Engineering and Project Scoping Services
for the 2025 Referendum Projects**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND HR GREEN OF CHICAGO, ILLINOIS FOR PRELIMINARY ENGINEERING
AND PROJECT SCOPING SERVICES FOR THE 2025 REFERENDUM PROJECTS**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 14.C.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services, Diana Puga, Municipal Services Coordinator

CC: Ellen Baer, Village Manager

RE: Baxter and Woodman - Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on July 15, 2025 and recommended the approval of a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from Baxter & Woodman Consulting Engineers in an amount not to exceed \$140,000.

Summary

Attached for the Committee's review is a proposal from Baxter & Woodman Consulting Engineers ("B&W") to provide engineering services related to the project task scoping for the 2025 Referendum and Village Capital Improvement Plan. The Village has engaged each of its engineering firms to complete project scoping reports for the projects identified in the 2025 Capital Improvement Plan.

The purpose of the scoping proposals is to provide the following general information:

- Evaluate and verify project limits for each project within the plan and to provide updated engineering and construction costs.
- Confirm limits of water, sanitary and storm sewer improvements for each project area.
- Evaluate curb, gutter, and sidewalk replacement needs.
- Perform geotechnical work, including soil and roadway base assessment, and pavement coring to assist with determining the appropriate rehabilitation method.
- Coordinate sewer televising for existing storm and sanitary sewer within project limits.
- Generate a scoping memo outlining expected work on each project area, updating construction costs and Phase II/III Engineering costs.

The project areas include portions of the Ridgewood Subdivision and areas around Lyons Township High school. The proposal from B&W is not to exceed \$140,000.

Financial Impact

Account TBD
Fund Infrastructure (TBD)
2025 Budget Pending Referendum Funds
Project Cost \$140,000

Recommended Motion

I move to approve a Preliminary Engineering and Project Scoping Services Proposal for 2025 Referendum Projects from Baxter & Woodman Consulting Engineers in an amount not to exceed \$140,000.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Group Exhibit A Part 1 of 3-- PSA with Baxter & Woodman for Preliminary Engineering and Scoping Services (PART 1) (BOT Appr. 7.21.25)(2060222.1)
2. Group Exhibit A Part 2 of 3-- PSA with Baxter & Woodman for Preliminary Engineering and Scoping Services for 2025 Referendum Projects (PART 2) (BOT Ap
3. Group Exhibit A Part 3 of 3 --Rider to PSA with Baxter & Woodman for Preliminary Engineering and Scoping Services Relating to 2025 Referendum Projects
4. Resolution No. 25-____ re PSA with Baxter Woodman for Preliminary Engineering and Project Scoping Services Relating to 2025 Referendum Projects (BOT

June 27, 2025

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 605558

Subject: Village of Western Springs – Lyons Township High School Planning Area - Phase 1 Engineering

Dear Mr. Supert:

Baxter & Woodman, Inc. is pleased to submit this proposal to complete a Phase 1 Engineering Study of the Lyons Township High School Area Utilities. The improvements are included in the Village of Western Springs Capital Infrastructure Plan dated 2024. Our services will include a preliminary planning study to recommend the proposed scope of the required utility work and an updated Engineer's Opinion of Probable Cost.

Project Description

This Project includes approximately 5,000 linear feet of 8-inch water main replacement surrounding Lyons Township High School South Campus and along Willow Springs Road from 47th Street to 5005 Willow Springs Road including new valves, hydrants, and lead service line replacement. The water main along Willow Springs Road will be evaluated for upsizing to 12-inch water main.

The Project also includes review and recommendations for rehabilitation of 3,000 linear feet of 6-inch through 24-inch sanitary sewer in the Garden Market planning area behind Mariano's and Lou Malnati's Pizza. Baxter & Woodman, Inc. has obtained a quote from National Power Rodding for cleaning and televising of the above referenced sewers, and included the subcontractor costs in our fee.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.

- C. Provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:

- 1. Meetings with OWNER
 - a) Kickoff Meeting
 - b) Pre-final (90%) Meeting

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1. Past Environmental Studies
 - 2. Lead Water Service Replacement Plan
 - 3. Water Main and Sewer Drawings of Mariano's-Walgreens Commercial Development
 - 4. Existing Utility Easements on the High School Property

2. ENGINEERING ANALYSIS

2.1. EXISTING CONDITIONS ASSESSMENT

- A. Document condition of existing water main infrastructure including available break history and repair records. Review existing connections and water main loop around shopping center. Cross reference Lead Water Service Replacement Plan with water main replacement areas.
- B. Evaluate sanitary and storm sewer systems by reviewing cleaning and televising information, assess the condition of the sewers and manholes, and identify areas of sewer failure or blockages in the Garden Market planning area.

2.2. PROPOSED IMPROVEMENTS REVIEW

- A. Review size of water main loop around high school to meet fire flow conditions. Review extension of 12-inch water main along Willow Springs Road to 47th Street.
- B. Provide recommendations for sanitary and storm sewer replacement and/or rehabilitation.

2.3. PHASE 1 ENGINEERING STUDY - Prepare a technical memorandum summarizing the existing system, analyses performed, proposed project limits, conflicts and challenges, permits required, conclusions, and recommendations for improvements. Prepare preliminary opinion of probable cost for the proposed improvements. Prepare associated exhibits, including concept plans for the recommended improvement. Outline potential funding opportunities for the proposed improvements. Describe next steps and develop anticipated schedule for improvements.

3. NOT INCLUDED

- Topographic Survey, Detailed Engineering Design, Permitting, and Bidding
- Easement Research
- Geotechnical Investigation, CCDD

IEPA LOAN REQUIREMENTS

1. AUDIT AND ACCESS TO RECORDS

- A. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 or Section 663.650 (Disputes) or litigation or the settlement of claims arising out of project performance, or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. COVENANT AGAINST CONTINGENT FEES - The professional services contractor (Engineer) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. USEPA NONDISCRIMINATION - The Engineer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

4. USEPA FAIR SHARE PERCENTAGE - The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWSLP or WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and subcontracted sewer CCTV work, which in total will not exceed **\$52,000**.

This proposal is valid for 90 days from the date issued.

Schedule

Authorization to Proceed – July 2025
Kickoff Meeting – August 2025
Draft Technical Memo – October 2025
Owner Review Meeting – November 2025
Final Report – December 2025

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Mark Kolczaski at 815.444.3359 or mkolczaski@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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WM\Revised\2500823.00_Proposal_Lyons HS Area Phase 1_rev.docx

- B. Provide recommendations for sanitary and storm sewer replacement and/or rehabilitation. Provide recommendations for storm sewer capacity improvements as applicable.
 - C. Review available data to determine potential impacts and challenges related to roadway rehabilitation. Provide recommendations for overall road rehabilitation strategy.
- 2.3. PHASE 1 ENGINEERING STUDY - Prepare a technical memorandum summarizing the existing system, analyses performed, proposed project limits, conflicts and challenges, permits required, conclusions, and recommendations for improvements. Prepare preliminary opinion of probable cost for the proposed improvements. Prepare associated exhibits, including concept plans for the recommended improvement. Outline potential funding opportunities for the proposed improvements. Describe next steps and develop anticipated schedule for improvements.
3. EXCLUDED FROM SCOPE OF SERVICES
- There are no sidewalks in the study area and evaluation of new sidewalks is not included in the proposed scope of services.
 - Topographic Survey, Detailed Engineering Design, Permitting, and Bidding
 - Easement Research
 - Storm Sewer Cleaning and Televising in the Woodland Drive & Birch Lane Planning Area
 - Sanitary Sewer Condition Assessment
 - Environmental Testing, CCDD
 - IDOT Phase I Project Development Report (PDR)

IEPA LOAN REQUIREMENTS

1. AUDIT AND ACCESS TO RECORDS
- A. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
 - B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - D. The final audit report shall include the written comments, if any, of the audited parties.
 - E. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that

June 27, 2025

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558

Subject: Village of Western Springs – Ridgewood Planning Area - Phase 1 Engineering

Dear Mr. Supert:

Baxter & Woodman, Inc. is pleased to submit this proposal to complete a Phase 1 Engineering Study of the public improvements scheduled for the Ridgewood Planning Area. The improvements are included in the Village of Western Springs Capital Infrastructure Plan dated 2024. Our services will include a preliminary planning study to recommend proposed utility and street improvements, and an updated Engineer's Opinion of Probable Cost.

Project Description

Ridgewood Area Planning Area Improvements:

- Ridgewood Area B
 - Improvements include approximately 7,000 linear feet of 8-inch water main replacement including looping existing dead end water mains, new valves, hydrants, and lead water service line replacement. Review approximately 3,800 linear feet of sanitary sewer to assess pipe condition and make recommendations for repair and rehabilitation. The improvements also include approximately 5,000 linear feet of road reconstruction including new base course, curb & gutter, driveway approaches, and street pavement.
 - Lawn Drive - Grand Avenue to Linden Court
 - Park Place - Lawn Drive to Wolf Road
 - Lawn Court, Lawn Circle, and Linden Court
 - Linden Lane - Linden Circle to Linden Court
 - Wolf Road - Park Place, north to driveway (Water Main Only)
 - Review of past drainage reports for capacity improvements. Review of approximately 2,100 linear feet of CCTV and recommendations for storm sewer rehabilitation:
 - Grand Avenue - Rear yard sewers
 - Linden Court and Linden Lane - Rear and side yard sewers
 - Lawn Circle to Grand Avenue - Rear and side yard sewers

- Baxter & Woodman, Inc. has obtained a quote from National Power Rodding for cleaning and televising of the above referenced sanitary and storm sewers, and included the subcontractor costs in our fee.
- Woodland Drive & Birch Lane Planning Area Improvements:
 - The study area includes the following streets:
 - Woodland Drive – 55th Street to Ridge Lane
 - Birch Lane – Woodland Drive to South Frontage Road
 - Water Main Improvements – Review approximately 1,200 linear feet of water main for replacement along Woodland Drive between Ridge Lane and Crestview Drive including new valves, hydrants, and lead water service line replacement.
 - Storm Water Drainage - Review storm water management reports and incorporate recommendations into proposed improvements and cost estimate.
 - Road Resurfacing - The improvements also include approximately 3,800 linear feet of road resurfacing including curb & gutter rehabilitation.

Baxter & Woodman is pleased to submit the following proposal which outlines our scope of services and engineering fee.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION

1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.
- C. Provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
 - 1. Meetings with OWNER
 - a) Kickoff Meeting
 - b) Pre-final (90%) Meeting

1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
 - 1. Environmental Studies
 - 2. JJ Benes & Associates Drainage Study – 2014
 - 3. Lead Water Service Replacement Plan
 - 4. Roadway as-builts and rehabilitation history
 - 5. ROW, GIS, and Property Data

1.4. GEOTECHNICAL REPORT

- A. Pavement Cores: Hire a geotechnical sub-consultant to take up to 18 pavement cores of the surface and base material on the streets to be resurfaced to determine the composition of the existing pavement material.

1.5. SITE VISIT

- A. Perform a field evaluation to determine the condition of existing pavements, curb and gutters, drainage structures, and evaluate the needed street improvements.

2. ENGINEERING ANALYSIS

2.1. EXISTING CONDITIONS ASSESSMENT

- A. Document condition of existing water main infrastructure including available break history and repair records. Review existing dead end water mains as well as water pressure and water age concerns in Ridgewood Area B. Cross reference Lead Water Service Replacement Plan with water main replacement areas.
- B. Evaluate sanitary and storm sewer systems by reviewing cleaning and televising information, assess the condition of the sewers and manholes, and identify areas of sewer failure or blockages in Ridgewood Area B. Review storm water management reports and determine if improvements should be incorporated into the proposed improvements.
- C. Document condition of existing pavements, curb and gutters, and drainage structures. Review street conditions in the area of concern, and street rehabilitation as it relates to utilities replacement. Review existing conditions, as-builts, rehabilitation history, and pavement cores.

2.2. PROPOSED IMPROVEMENTS REVIEW

- A. Review water main replacement in the area of concern. Review existing connections and the potential for water main looping of cul-de-sacs in Ridgewood Area B to address water age concerns and fire flow improvement. Tabulate Lead Water Service Replacements Plan for water main replacements. Assess water model for proposed improvements.

- B. Provide recommendations for sanitary and storm sewer replacement and/or rehabilitation. Provide recommendations for storm sewer capacity improvements as applicable.
 - C. Review available data to determine potential impacts and challenges related to roadway rehabilitation. Provide recommendations for overall road rehabilitation strategy.
- 2.3. PHASE 1 ENGINEERING STUDY - Prepare a technical memorandum summarizing the existing system, analyses performed, proposed project limits, conflicts and challenges, permits required, conclusions, and recommendations for improvements. Prepare preliminary opinion of probable cost for the proposed improvements. Prepare associated exhibits, including concept plans for the recommended improvement. Outline potential funding opportunities for the proposed improvements. Describe next steps and develop anticipated schedule for improvements.
3. EXCLUDED FROM SCOPE OF SERVICES
- There are no sidewalks in the study area and evaluation of new sidewalks is not included in the proposed scope of services.
 - Topographic Survey, Detailed Engineering Design, Permitting, and Bidding
 - Easement Research
 - Storm Sewer Cleaning and Televising in the Woodland Drive & Birch Lane Planning Area
 - Sanitary Sewer Condition Assessment
 - Environmental Testing, CCDD
 - IDOT Phase I Project Development Report (PDR)

IEPA LOAN REQUIREMENTS

1. AUDIT AND ACCESS TO RECORDS
- A. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
 - B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - D. The final audit report shall include the written comments, if any, of the audited parties.
 - E. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that

related to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 or Section 663.650 (Disputes) or litigation or the settlement of claims arising out of project performance, or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. COVENANT AGAINST CONTINGENT FEES - The professional services contractor (Engineer) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
3. USEPA NONDISCRIMINATION - The Engineer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
4. USEPA FAIR SHARE PERCENTAGE - The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWSLP or WPCLP rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

Fee

The Owner shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel and subcontracted services of pavement cores and sewer CCTV work, which in total will not exceed **\$88,000**.

This proposal is valid for 90 days from the date issued.

Schedule

Authorization to Proceed – July 2025
Kickoff Meeting – August 2025
Draft Technical Memo – October 2025
Owner Review Meeting – November 2025
Final Report – December 2025

Mr. Matthew Supert
Village of Western Springs

June 27, 2025
2500823.01 | Page 5

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Mark Kolczaski at 815.444.3359 or mkolczaski@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WSPRV\2500823-Lyons Township WM and Ridgewood Pr\Contract\Work\Revised - Ridgewood Area Phase
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PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Baxter & Woodman, Inc.
For Engineering and Scoping Services Relating to the 2025 Referendum Projects**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance --

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance --

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. Deductibles and Self-Insured Retentions --

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions --

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages --

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations;

or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages --

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers --

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage --

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
- 3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or

person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.
16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior,

among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation

District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the

Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: July, 2025

DRAFT 07.17.2025
RESOLUTION NO. 25-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: July 21, 2025

OTHER:

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND BAXTER AND
WOODMAN, INC. OF MOKENA, ILLINOIS FOR
PRELIMINARY ENGINEERING AND PROJECT
SCOPING SERVICES FOR THE 2025 REFERENDUM
PROJECTS.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village Board") and Baxter and Woodman, Inc. of Mokena, Illinois ("Engineer") desire to enter into a Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects (collectively, the "Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between the Village of Western Springs and Baxter and Woodman, Inc. for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects", copies of which are attached hereto as Group Exhibit "A" and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services to be performed will include field verification of water and sewer systems and curb, gutter and sidewalks, geo-technical work, sewer televising, and scoping memo including phase II/III engineering estimations and construction costs; and

WHEREAS, the fee to perform the Services is a "not-to-exceed" fee of \$140,000. The Engineer's fee will be paid from the Infrastructure Fund using Referendum Funds and/or other available Village funds; and

WHEREAS, at an open public meeting held on July 15, 2025, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at an open public meeting held on July 21, 2025, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its July 21, 2025 Regular meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects ("Services") and its Exhibit "1" entitled "Rider to Professional Services Agreement Between the Village of Western Springs and Baxter and Woodman, Inc. for Preliminary Engineering and Project Scoping Services for the 2025 Referendum Projects" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the Village President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents and instruments as may be necessary to fulfill the Village's obligations under the PSA.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached PSA to the Clerk's office and to the Engineer.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 21st day of July, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between the Village of Western Springs and Baxter and Woodman, Inc.
for Preliminary Engineering and Project Scoping Services
for the 2025 Referendum Projects**

and its

Exhibit "1"

**Rider to Professional Services Agreement
Between the Village of Western Springs and Baxter and Woodman, Inc.
for Preliminary Engineering and Project Scoping Services
for the 2025 Referendum Projects**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND BAXTER AND WOODMAN, INC. OF MOKENA, ILLINOIS FOR PRELIMINARY ENGINEERING
AND PROJECT SCOPING SERVICES FOR THE 2025 REFERENDUM PROJECTS**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 14.D.

To: Board of Trustees

From: Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services

RE: Water System Security Improvements Proposal from Concentric Integration (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on July 15, 2025 and recommended the approval of a contract with Concentric Integration for the improvements to security at three (3) critical water system locations.

Summary

Western Springs Police Department performed a risk assessment of the safety and security of Village buildings and other key assets. In their report, three (3) water distribution assets were identified for improvements to bolster security.

Limit switches will be installed and tied into the existing Supervisory Control and Data Acquisition system (SCADA) and will generate alarms to notify Village staff of entry. Digital keypads will also be installed at two remote sites to secure access and entry.

The Village's SCADA integration consultant, Concentric Integration, provided a proposal of \$27,130.00 for the equipment, electrical and installation of the new security at the three locations. The Village's SCADA system is a proprietary system and Concentric Integration is the sole-source provider for services to the SCADA system.

Village staff are requesting a waiver of the bid process and awarding Concentric Integration the contract to perform these security improvements,

Municipal Services budgeted \$30,000.00 for the security improvements.

Financial Impact

Account 4302510 62015

Fund Water

2025 Budget \$30,000

Project Cost \$27,150

Recommended Motion

I move to recommend a bid waiver and contract with Concentric Integration as a sole source provider for an amount not to exceed \$27,130.

Strategic Plan Alignment

Financial Sustainability

- Develop Plans to Address Village's Risk and Liability Exposure

File Attachments

1. 2400554.00_Proposal_IntrusionSecurityImprovements_V3



Project Proposal

July 7, 2025

Mr. Ronald Derengowski
Water Plant Superintendent
Village of Western Springs, IL
615 Hillgrove Avenue
Western Springs, IL 60558

Subject: Intrusion Security Improvements

Concentric Project Number: 2400554.00

Dear Mr. Derengowski:

The Village of Western Springs recently conducted a review of their water distribution sites and have identified areas of improvement to bolster security of three of their sites. The areas of improvements were as follows:

1. Add intrusion detection on the Water Treatment Plant reservoir hatch door.
2. Add intrusion detection on the Elevated Tank riser access door.
3. Add intrusion detection on the Standpipe ladder access door.

Concentric Integration has reviewed the three sites above with the Village and recommends installing limit switches to detect physical entry of the areas listed above. The limit switches will be tied into their existing SCADA system and generate alarms to notify Village staff of entry. Concentric also recommends installing digital keypads at the Elevated Tank and Standpipe sites to enable/disable the intrusion system and temporarily mute the intrusion alarms if the entry is authorized.

Following is Concentric Integration's Scope of Services for the Intrusion Security Improvement Project.

Scope of Services

Equipment

Concentric will provide the following equipment:

1. Quantity three (3) Allen-Bradley 802K-MALS11E Limit Switch
2. Quantity two (2) Assa Abloy DK12-WCC-WBB SECURITRON Illuminated Digital Access Keypad with electrical box and cover.

Concentric will also provide any miscellaneous control panel components (Patch cables, wire, mounting hardware, etc.) as required for a complete installation.





Labor

Project Management

1. Plan, schedule, and coordinate the activities required to complete the Project.
2. Coordinate a short phone-based kick-off call to schedule the installation.
3. Manage a punch-list upon the last task of the Project.
 - a. The Village will be responsible for providing punch-list items to Concentric's Project Manager.
 - b. Punchlist will be agreed up between Concentric's and the Village's Project Manager(s) one week after the last task of the Project.

WTP Reservoir Hatch Intrusion Improvements

1. Subcontract Okeh Electric, or other local, reputable electrical contractor, to install a limit switch and required PVC coated conduit within the WTP reservoir hatch and run wire back to the WTP SCADA Panel to detect if the hatch is open or closed.
2. Modify the existing WTP PLC program to add reservoir hatch limit switch input and trigger an alarm in SCADA when the hatch is open.
3. Add WTP reservoir hatch intrusion alarm in iFix and Win911 to notify Village staff.

Elevated Tank Intrusion Improvements

1. Subcontract Okeh Electric, or other local, reputable electrical contractor, to install a limit switch and required aluminum conduit within the Elevated Tank riser and run wire back to the ET SCADA Panel to detect if the riser access door is open or closed. Okeh Electric will also install a digital keypad within the Elevated Tank riser to enable and disable the station intrusion alarm.
2. Modify the existing Elevated Tank PLC program to add riser access door limit switch input and trigger an alarm in SCADA when the door is open.
3. Program the digital keypad with one (1) access code to enable/disable the station intrusion alarm. Modify the existing PLC program to accept an input from the digital keypad to disable/enable the station intrusion alarm.
4. Add Elevated Tank riser access door intrusion alarm in iFix and Win911 to notify Village staff. Add Intrusion system enabled/disabled status indicator on the Elevated Tank SCADA screen.

Standpipe Intrusion Improvements

1. Subcontract Okeh Electric, or other local, reputable electrical contractor, to install a limit switch and PVC coated conduit within the Standpipe and run wire back to the Standpipe SCADA Panel to detect if the Standpipe ladder access door is open or closed. Okeh Electric will also install a digital keypad within the Standpipe to enable and disable the station intrusion alarm.





2. Modify the existing Standpipe PLC program to add the Standpipe ladder access door limit switch input and trigger an alarm in SCADA when the door is open.
3. Program the digital keypad with one (1) access code to enable/disable the station intrusion alarm. Modify the existing PLC program to accept an input from the digital keypad to disable/enable the station intrusion alarm.
4. Add Standpipe ladder access door intrusion alarm in iFix and Win911 to notify Village staff. Add Intrusion system enabled/disabled status indicator on Standpipe SCADA screen.

Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
 - a. Signed Field Device Test Reports
 - b. Updated PLC Programs
 - c. As-built wiring diagrams, detailing the completed installations.

Fee

Our fee for the above scope is a lump sum of \$27,130.

The following is a breakdown of the Fee above:

Site	Concentric Labor	Subcontractor	Equipment	Total
WTP	\$6,020	\$4,851	\$122	\$10,993
Elevated Tank	\$5,120	\$1,718	\$422	\$7,260
Standpipe	\$5,120	\$3,335	\$422	\$8,877
				\$27,130

This proposal is valid for 90 days from the date issued.

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.





4. Customer will dispose of/recycle any removed equipment.

Project Schedule

Concentric is available to begin work upon notice to proceed.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- ☒ DOES apply
☐ DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third-Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK/RRO



CUSTOMER:
VILLAGE OF WESTERN SPRINGS, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 14.E.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: John Mastandona, Director of Finance

RE: Springdale Drainage Improvements Project - Change Order #1 (Discussion only)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on July 15, 2025 and recommended the item advance to the Village Board for discussion.

Staff are working with the Springdale Drainage Improvements Project engineer, CBBEL, to develop a formal Change Order #1 for the August Board cycle. At this time, staff is seeking consensus from the Board on the elements of the proposed Change Order #1.

Summary

Work began last month on the Springdale Drainage Improvements Project ("Project"). The awarded contract value for the Project is \$5,188,313. The Contractor has made good progress with the detention basin construction in Springdale Park. They also have separate crews that have begun work on the storm sewer and water main installation on 52nd Place.

Christopher B. Burke Engineering, Ltd. ("CBBEL") provided the Village design engineering services for the Project, and they are also performing construction observation services for the Village. A few weeks ago, CBBEL advised the Village that a large quantity discrepancy was discovered impacting the Project's earth excavation pay item. Separately, CBBEL and the Village have been developing two (2) separate changes in Project scope that the project team believes will enhance the overall Project. A summary of the quantity discrepancy and the two scope enhancements is provided below.

Earth Excavation (Basin) Quantity Discrepancy

The contract quantity for the earth excavation pay item was lower than required for the proposed work. The excavation of the proposed stormwater basin requires topsoil removal and earth excavation to an elevation 12-inches below the proposed finished grade to account for topsoil replacement. While the additional 12-inches of excavation was accounted for in the project design, it was not accurately represented in the bidding documents. The plan quantity for earth excavation at bidding was 3,565 cubic yards. The estimated quantity required is 11,350 cubic yards. Using the contractor's unit bid price of \$42 per cubic yard, the estimated cost increase is approximately \$327,000. The excavation work is a required Project element. It must be performed or else the detention basin will not function as designed. The cost increase

represents an increase of 6.3% to the Project contract value.

Scope Enhancement - Grading revisions to the Springdale Park Stormwater Basin Berm

The original scope of the Springdale Drainage Improvement Project identified by the Village included the design of drainage improvements to remove structure flooding during 100-year storm events on Franklin Avenue and at the intersection of Howard Avenue and 54th Street within the Springdale Park neighborhood, while avoiding any negative impacts on locations downstream of the project area. Addressing historical flooding issues on Wolf Road was not an original design objective. Although adjacent, the Wolf Road flooding issues are within the jurisdiction of Cook County and would require substantial work on their system to improve. The Village has frequently communicated the flooding concerns on Wolf Road to Cook County.

Shortly after construction began, the Village and CBBEL investigated possible design enhancements to the Springdale Park stormwater basin that might provide flood-reduction benefits on Wolf Road or other downstream locations. It was determined that adding a small berm around the west and south sides of the stormwater basin to raise the top elevation of the basin by approximately 2 feet would provide significant benefits and further reduce flood depths of flooding that occurs at Wolf and 53rd Street by storing more water in the Park basin. CBBEL performed hydraulic modeling and found that the proposed basin berm modifications would provide significant benefits, including a reduction in impact on the Wolf Road flooding during the 25-Year storm event and reduction of flooding depths on Wolf Road during the 50-Year and 100-Year storms by almost 50%. The Project team has had discussions with Park District Staff about this scope enhancement and the initial feedback from the Park Staff was favorable. CBBEL is working with the Park District's engineering consultant to review these changes. CBBEL has also been working with the Project Contractor to develop an estimated cost for the work. The current preliminary estimate of cost for this scope enhancement is \$70,000 which would be an added cost to the contract and represent an increase of 1.3% to the contract value.

Scope Enhancement - Springdale Park Pavilion Demolition

The Project includes the installation of a large 43" by 68" elliptical storm sewer that runs from the intersection of 52nd Place and Caroline Avenue west to the proposed detention basin. It conveys stormwater through the east side of the park to the new detention basin. Due to the desire not to remove large mature trees in the park, this storm sewer was planned to be placed near the existing park pavilion. The sewer can be constructed per plan without disturbing the pavilion. However, there would be a benefit to the Project if the pavilion were removed. It would free up work space for the Contractor to more easily and more quickly complete the storm sewer installation. It may allow for shifting of the storm sewer northward, further moving the sewer away from the large mature trees located just south of the sewer. Lastly, the Park District recently announced they had received a grant to construct a brand-new pavilion in the park to replace the current pavilion. The pavilion will need to be demolished in 2026 to make way for the new pavilion. The Contractor has provided the Village with an agreed unit price to demolish the pavilion. The price is very favorable because the removal of the pavilion benefits to the Contractor. While this is an added cost to the Village Project, the favorable price received

does benefit the residents since both the Park District and Village serve the same residents. The current estimated cost to remove the pavilion is \$10,000. This cost would be an addition to the contract of approximately 0.2%.

Staff Recommendation

The earth excavation work in the park must be done to provide a detention basin to resolve the Springdale flooding problem. Staff recommends approval of a change order to ensure the project will be completed as designed. Additionally, staff is recommending the Committee provide consensus approval to proceed with the two (2) scope enhancements. Both scope enhancements provide worthwhile benefits to the Project. Over the next few weeks, staff and the CBBEL project team will work to refine and finalize the costs for each element of the proposed Change Order #1. Staff will present a formal change order at the August 2025 Committee meeting for the Committee's consideration.

Financial Impact

Project Awarded Contract Amount:	\$5,188,313
Estimated Change Order #1:	+\$407,000 (7.8% increase)

The FY 2025 budget includes funding for the project spread over three (3) separate fund accounts. The work items in Change Order #1 are all related to stormwater. Thus, the stormwater fee fund would be the appropriate account to pay for the change order.

FY 2025 Budget for the stormwater components of the Project:	\$5,125,000
Portion of the awarded contract to be paid with this fund:	\$4,207,813
Portion of the awarded contract with Change Order #1 included:	\$4,614,813.

A budget amendment is not required.

Recommended Motion

Staff will poll the Committee to determine if there is a consensus to move forward with the proposed Change Order #1. The Change Order #1 would be formally presented at the August 2025 Committee meeting.

Strategic Plan Alignment

N/A

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 15.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

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

RE: Independent Contractor Agreements Renewal (Omnibus Item)

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on May 8, 2025, and recommended the approval of 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. 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 for the approval of 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 Western Springs Historical Society 6.2025
2. Amendment to Independent Contractor Agreement for Montessori School of Western Springs, Inc. 6.2025
3. Amendment to Independent Contractor Agreement for Right Foot Productions, LLC d_b_a Jo's Footwork Studios and the Village of Western Springs
4. Amendment to Independent Contractor Agreement for Kensington School of Western Springs 6.2025
5. Resolution No. 25-_____ re Renewal of Independent Contractor Agreements (Kensington, Historical Society, Premier Preschool, Jos Footwork and Montesso
6. Second Amendment to Independent Contractor Agreement for Grand Avenue Preschool (Premier IL Western Springs LLC) 6.2025

**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)**

**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)**

DRAFT 7-17-25
RESOLUTION NO. 25-

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: July 21, 2025

OTHER: None.

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF INDEPENDENT
CONTRACTOR AGREEMENTS BETWEEN THE
VILLAGE OF WESTERN SPRINGS AND PREMIER
ILLINOIS LLC, KENSINGTON SCHOOL OF
WESTERN SPRINGS, INC., JO'S FOOTWORK
STUDIO, MONTESSORI SCHOOL OF WESTERN
SPRINGS AND WESTERN SPRINGS HISTORICAL
SOCIETY.**

WHEREAS, the Village of Western Springs ("Village") is a non-home rule municipality pursuant to Section 1 of Article VII of the Constitution of the State of Illinois of 1970. Moreover, Section 10(a) of Article VII of the Constitution of the State of Illinois of 1970 authorizes municipalities to enter into contracts with individuals, associations and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, on May 18, 2015, with the passage of Resolution Numbers 15-2317, 15-2318, 15-2319, 15-2320 and 15-2322, the President and Board of Trustees of the Village approved and entered into independent contractor agreements with Grand Avenue Preschool And Day Care, Inc. (which agreement was later assumed by Premier IL Western Springs LLC with the passage of Resolution Number 22-2681), Kensington School of Western Springs, Inc., Jo's Footwork Studio, Montessori School of Western Springs, and Western Springs Historical Society (referred to collectively as the "Contractors") (the "Agreements"). The Agreements are incorporated herein by reference and made a part hereof. On May 18, 2020, with the passage of Resolution Number 20-2551, and on June 28, 2021 with the passage of Resolution Number 21-2621 the President and Board of Trustees of the Village approved and entered into Addenda to the Agreements with the Contractors for extended terms that expired on June 30, 2025 (collectively the "2020 Agreements");

WHEREAS, based on the June 30, 2025 term expiration for each of the 2020 Agreements, the Village and the Contractors agree to make rate-consistent changes to the fees and charges for the continued use of the respective spaces occupied by the Contractors and to extend the term of each of the 2020 Agreements for an additional one (1) year term to June 30, 2026 (collectively the "2025 Agreements"); and

WHEREAS, the Village and the Contractors agree to enter into updated versions of the 2020 Agreements, which include the 2021 Amendments. Copies of the 2025 Agreements are attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, at a June 5, 2025, public meeting, the Properties and Recreation Committee ("Committee") reviewed the terms of the 2025 Agreements and considered the Village staff's recommendation and provided the public with an opportunity for input regarding the 2025 Agreements and then, at its June 5, 2025 meeting, the Committee favorably recommended that the Village Board approve the 2025 Agreements; and

WHEREAS, at its July 21, 2025 Regular Village Board Meeting, the President and Board of Trustees of the Village reviewed and discussed the 2025 Agreements and the Committee's

recommendation, considered the Village staff's recommendation, and provided the public with an opportunity for input regarding the 2025 Agreements. At the July 21, 2025 Regular Village Board Meeting, the President and Board of Trustees accepted the Committee's favorable recommendation to approve and enter into the 2025 Agreements; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs and the Contractors have the authority to approve and enter into the attached 2025 Agreements, pursuant to Article VII, Section 10(a) of the Constitution of the State of Illinois of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), including Section 8-1-7(b)(2) (Contracts) (65 ILCS 5/8-1-7(b)(2)), Section 11-45.1-1 (Cultural Centers) (65 ILCS 5/11-45.1-1), Section 11-48-1 (Preservation of Historical Documents) (65 ILCS 5/11-48-1) and Sections 11-63-1 and 11-63-10 (Community Buildings and Gymnasiums) (65 ILCS 5/11-63-1; 65 ILCS 5/11-63-10).

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

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

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the 2025 Agreements, which have the following titles:

1. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN WESTERN SPRINGS HISTORICAL SOCIETY AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2025 To June 30, 2026);
2. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN MONTESSORI SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2025 to June 30, 2026);
3. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2025 to June 30, 2026);
4. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS AND THE VILLAGE OF WESTERN SPRINGS (Term: July 1, 2025 to June 30, 2026);
5. INDEPENDENT CONTRACTOR AGREEMENT BETWEEN PREMIER IL WESTERN SPRINGS, LLC D/B/A GRAND AVENUE PRESCHOOL AND THE VILLAGE OF WESTERN SPRINGS (Initial Term: July 1, 2025 to June 30, 2026).

The President and Board of Trustees of the Village of Western Springs authorize and direct the Village President and the Village Clerk, or their designees, to execute the final versions of the 2025 Agreements, substantially in the form attached hereto as **"Group Exhibit A,"** which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and to take all actions necessary to fulfill the Village's obligations under the 2025 Agreements.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the 2025 Agreements.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the 2025 Agreements by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached 2025 Agreements to the Clerk's office and to the Contractors.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Special Meeting thereof, held on the 21st day of July, 2025, and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
WESTERN SPRINGS HISTORICAL SOCIETY AND THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2025 to June 30, 2026)**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
MONTESSORI SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2025 to June 30, 2026)**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
KENSINGTON SCHOOL OF WESTERN SPRINGS, INC. AND THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2025 to June 30, 2026)**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
RIGHT FOOT PRODUCTIONS, LLC D/B/A JO'S FOOTWORK STUDIOS AND
THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2025 to June 30, 2026)**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
PREMIER IL WESTERN SPRINGS, LLC D/B/A GRAND AVENUE PRESCHOOL AND
THE VILLAGE OF WESTERN SPRINGS
(Term: July 1, 2025 to June 30, 2026)**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INDEPENDENT CONTRACTOR AGREEMENTS BETWEEN THE VILLAGE OF WESTERN SPRINGS AND PREMIER ILLINOIS LLC, KENSINGTON SCHOOL OF WESTERN SPRINGS, INC., JO'S FOOTWORK STUDIO, MONTESSORI SCHOOL OF WESTERN SPRINGS AND WESTERN SPRINGS HISTORICAL SOCIETY.

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk

[Seal]

**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)



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: July 21, 2025

AGENDA ITEM 16.A.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, John Mastandona, Director of Finance

RE: Purchase of ZOLL X Series Advanced Monitor/Defibrillators (Omnibus Item)

Recommendation

Consider a recommendation to approve the purchase of two (2) cardiac monitor defibrillators from the ZOLL Medical Corporation of Chelmsford, Massachusetts, for the Department of Fire & EMS.

Summary

After identifying the need to replace our aging cardiac monitor/defibrillators, the department convened a specifications committee composed of the EMS Coordinator and staff paramedics to evaluate leading monitor/defibrillator manufacturers. The committee's key selection criteria included:

- Clinical functionality and diagnostic utility.
- Ease of use.
- Durability and portability.
- Interoperability with existing Village AEDs.
- Cost-effectiveness.
- FDA approval and compliance with AHA/ERC guidelines.

After a thorough evaluation, the ZOLL X Series Advanced emerged as the only device to meet all of the Department's selection criteria. This monitor/defibrillator is designed specifically for high-acuity pre-hospital care. Its real-time CPR and ventilation feedback, advanced diagnostic tools, and integrated telemedicine capabilities will empower our paramedics with enhanced clinical and diagnostic insight in the field. The new monitors will replace two aging units—both in service for over nine years—and will be deployed on our ALS ambulances for use in daily emergency response. This investment reflects the Department's ongoing commitment to equipping our paramedics with cutting-edge tools that strengthen patient care and community safety.

Financial Impact

The total cost for both cardiac monitor/defibrillators, including all associated equipment, is \$93,130.68. This expenditure will be allocated from Capital Budget Line Item 5102310-60020. This amount is below the approved budgeted amount of \$105,961.

Recommended Motion

I move to recommend to the Village Board the waiver of the competitive bidding process and approval of the purchase of two (2) ZOLL cardiac monitor defibrillators for the Department of Fire & EMS in the amount of \$93,130.68.

Strategic Plan Alignment

None

File Attachments

1. Western Springs Fire Department - Q-112023 - Version 2
2. ZOLL VENDOR CONTRACT 2025
3. Exhibit 1 to Resolution No. 2025 Authorizing and Approving the Waiver of Bid and Entry into Vendor Contract with Zoll Medical Corporation re_ Purchase
4. Resolution No. 25-___ re Waiver of Bid and Approval and Authorization of a Sole Source Vendor Contract between the Village of Western Springs and Zoll

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-112023 Version: 2

Western Springs Fire Department
4353 Wolf Road
Western Springs, IL 60558

ZOLL Customer No: 166741

Stephanie Grimm
708-246-1800
sgrimm@wsprings.com

Quote No: Q-112023
Version: 2

Issued Date: June 6, 2025
Expiration Date: June 30, 2025

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

Prepared by: Kyle Sears
EMS Territory Manager
ksears@zoll.com
708-466-8172

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1501418	601-2231212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	2	\$57,930.00	\$46,119.26	\$92,238.52

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Western Springs Fire Department
Quote No: Q-112023 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	1501418	8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	4	\$116.00	\$84.75	\$339.00
3	1501418	8300-000676	OneStep Cable, X Series	2	\$586.00	\$466.58	\$933.16
4	1501418	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	4	\$122.00	\$96.76	\$387.04
5	1501418	8000-001128	Accuvent Flow Tube (Box of 10)	2	\$821.00	\$653.54	\$1,307.08
6	1501418	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	2	\$35.00	\$31.50	\$63.00
7	1501418	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	2	\$259.00	\$256.66	\$513.32
8	1501418	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	2	\$900.00	\$810.00	\$1,620.00
9	1501418	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	4	\$1,031.00	\$820.82	\$3,283.28
10	1501418	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	2	\$32.00	\$26.24	\$52.48
11	1501418	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	2	\$683.00	\$0.00	\$0.00
12	1501418	8707-000503-01	X Series Clear Plastic Display Protector	2	\$50.00	\$40.18	\$80.36
13	1501418	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	2	\$65.00	\$51.66	\$103.32
14	1501418	8009-0020	CPR-D-padz and CPR Stat Padz Connector	2	\$508.00	\$404.26	\$808.52
15	1501418	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	2	\$65.00	\$54.12	\$108.24
16	1501418	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	2	\$42.00	\$37.80	\$75.60
17	1501418	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	2	\$36.00	\$32.40	\$64.80
18	1501418	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	2	\$1,302.00	\$1,036.48	\$2,072.96
19		8000-000315	Reusable Adult Skin Temperature Probe	2	\$40.00	\$40.00	\$80.00

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Western Springs Fire Department
Quote No: Q-112023 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
20		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	2		(\$5,500.00)	(\$11,000.00)

Subtotal: \$93,130.68

Total: \$93,130.68

Contract Reference	Description
1501418	Reflects CHM GPO NPP 2020 - Contract No. PS20200 (EXT2) contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through June 30, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Western Springs Fire Department
Quote No: Q-112023 Version: 2

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Western Springs Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____

VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and **Zoll Medical Corporation**, and is dated as of _____, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to perform the services, as defined below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated _____, 2025 (Invoice or Purchase Order No. _____), and a true and correct copy of said Invoice/Purchase Order is attached hereto as **Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order attached as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the

Vendor's Invoice/Purchase Order attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

5. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**
6. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Village President or Manager

Date: _____, 202__.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 202__.

VENDOR: _____

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 202__.

NOTARY PUBLIC

By: _____

Date: _____, 202__.

SEAL / STAMP

Exhibit "A"

Vendor's Invoice, Purchase Order and Agreement dated 6/6/25
(Quote No. Q-112023)

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon

the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation and Venue.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
 - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
 - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
 - h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. **Insurance.**

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an “occurrence” policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage - \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers’ Compensation – Statutory
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager’s discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit “C”** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the “Village Affiliates”) expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village.”

The Vendor’s policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor’s insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor’s failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village’s own insurance. Notwithstanding any provision in this Contract to the contrary, the Vendor’s obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.
17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

18. Independent Contractor. The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of** _____, [insert name], is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 202__.

Commission expires _____, ____.

Notary Public

VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES

This Vendor Contract for Goods, Supplies and Services is entered into between the Village of Western Springs, an Illinois municipal corporation (the "Village"), and **Zoll Medical Corporation**, and is dated as of _____, 2025 (the "Contract"). The Village and the Vendor are at times referred to below individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the mutual promises, performance of certain obligations and payment of financial consideration by the Parties, as set forth below and in the attachments to this Contract, the Vendor agrees to perform the services, as defined below, and the Village agrees to pay for the services as set forth in this Contract.

1. **Contract.** This Contract shall incorporate and include the following exhibits:
 - a. Vendor's Invoice, Purchase Order or Agreement, or similarly titled document, (the "Invoice/Purchase Order"), which describes the certain goods, supplies and services to be performed, provided, delivered, supplied and/or installed by the Vendor (the "Work") for the benefit of the Village, which is dated June 6, 2025 (Invoice or Purchase Order No. Q-112023), and a true and correct copy of said Invoice/Purchase Order is attached hereto as **Exhibit "A"**; and
 - b. Rider to Contract (General Provisions), which is attached hereto as **Exhibit "B"** and which contains certain "General Provisions" that constitute additional terms and conditions applicable to this Contract and to the Parties.
2. **Incorporation of Exhibits; Priority of Documents.** The Exhibits attached to this Contract are incorporated herein and made a part of this Contract. Where there is a conflict or inconsistency between the language in this Contract and any Exhibit, the language of this Contract shall supersede and control, but only to the extent that the language in this Contract is more restrictive in that it provides the Village with greater protections and/or benefits. Where there is a conflict or inconsistency between the language in **Exhibit "A"** (Invoice/Purchase Order) and **Exhibit "B"** (Rider to Contract - General Conditions), the language of **Exhibit "B"** (Rider to Contract - General Conditions) shall supersede and control, but only to the extent that the language therein is more restrictive in that it provides the Village with greater protections and/or benefits.
3. **Provision of the Goods, Supplies, Equipment and/or Services.** The Vendor agrees to perform, provide, deliver, supply and/or install all goods, supplies and/or services as set forth in the Vendor's Invoice/Purchase Order attached as **Exhibit "A"**.
4. **Payment to Vendor.** Provided that the Vendor performs in accordance with the terms and provisions of this Contract, the Village agrees to pay the Vendor for the goods, supplies and/or services at the stated prices and pursuant to the payment schedule (if any) set forth in the

Vendor's Invoice/Purchase Order attached as **Exhibit "A"** or as set forth below in this Section 4; however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

5. **Independent Contractor Status; Reporting.** The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. **To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.**
6. **Effective Date.** After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

VILLAGE OF WESTERN SPRINGS

By: _____
Name: _____
Village President or Manager

Date: _____, 202__.

ATTEST:

By: _____
Name: _____
Village Clerk

Date: _____, 202__.

VENDOR: _____

By: _____
Name: _____
Authorized Corporate Officer

Date: _____, 202__.

NOTARY PUBLIC

By: _____

Date: _____, 202__.

SEAL / STAMP

Exhibit "A"

**Vendor's Invoice, Purchase Order and Agreement dated 6/6/25
(Quote No. Q-112023)**

Exhibit "B"

**Rider to
Vendor Contract for Goods, Supplies and Services
(General Provisions)**

1. **Authority.** The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).
2. **Taxes, Benefits and Royalties.** Each payment by the Village to the Vendor includes all applicable Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.
3. **Compliance With Laws.** The Vendor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. **Bonds.** If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
5. **Payment and Liens.** If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
6. **Successors/Assigns.** This Contract shall enure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it imposes upon

the Vendor are not transferable by Vendor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

7. **Severability.** In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.
8. **Entire Agreement.** This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.
9. **Litigation and Venue.** The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States District Court located in Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding. This Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
10. **Applicable Laws and Regulations.** The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:
 - a. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.

- b. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
 - c. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
 - d. The Vendor complies with the Illinois Drug Free Work Place Act.
 - e. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.
 - f. The Vendor complies with the Americans with Disabilities Act.
 - g. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
 - h. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Section 10.
11. **Waiver.** The waiver of one Party of any breach of this Contract or the failure of one Party to enforce any provision hereof shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
12. **Time.** Time is of the essence with the performance of the Work covered by this Contract; however, the Vendor shall perform the Work in accordance with the terms and provisions set forth in the attached **Exhibit "A"**.
13. **Guaranties, Warranties and Representations.** The Vendor warrants and represents as follows:
- a. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
 - b. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
 - c. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
 - d. It is authorized to sell and install the goods, supplies, equipment and/or services.
 - e. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
 - f. It shall transfer all third-party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
 - g. In addition to any other third-party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
 - h. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.

14. **Insurance.**

- a. **Insurance – Village.** The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract.
- b. **Insurance – Vendor.** The Vendor, at its own cost, shall provide all of its own insurance coverages as applicable to the Work being performed, including but not limited to health insurance, worker’s compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits for or on behalf of the Vendor relative to its performance of the Work under this Contract. The insurance coverages shall be written on the comprehensive form and as an “occurrence” policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Vendor in writing, but in no case shall such dollar amount of coverages be less than:
 - i. Comprehensive General Liability – \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate
 - ii. Umbrella Coverage – \$1,000,000.00
 - iii. Property Damage – \$500,000.00 per occurrence
 - iv. Automobile Coverage - \$1,000,000.00 per occurrence
 - v. Errors and omissions insurance or professional liability: TBD by Village Manager
 - vi. Workers’ Compensation – Statutory
[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager’s discretion]

The Vendor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Contract, copies of which are incorporated herein and attached hereto as **Exhibit “C”** and made a part hereof. A copy of certificate(s) of insurance, insurance policies and endorsements shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Contract and shall remain in effect for all aspects of the Work for both ongoing and completed operations. The Vendor agrees to have the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the “Village Affiliates”) expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village.”

The Vendor’s policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Contract. Said insurance shall provide that the insurance provided by the Vendor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Vendor’s insurance. In the event of the cancellation of any insurance policy required herein, or upon the Vendor’s failure to procure said insurance, the Village shall have the right to immediately terminate this Contract. The insurance coverage of the Vendor shall be primary to the Village’s own insurance. Notwithstanding any provision in this Contract to the contrary, the Vendor’s obligations in this Section 14 shall survive the termination of this Contract.

15. **Indemnification.** To the fullest extent permitted by Illinois law, the Vendor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Vendor's performance of the Work under this Contract, but only to the extent caused by the negligent act, misconduct or omission of the Vendor or anyone or entity directly or indirectly employed by the Vendor for whose acts Vendor may be liable.

Waiver and Assumption of Liability. The Vendor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Contract. The Vendor assumes all liability and responsibility for his/her/its personal property while performing any Work under this Contract. Notwithstanding any provision in this Contract to the contrary, the Vendor's obligations in this Section 15 shall survive the termination of this Contract.

No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

16. **Default and Termination.** This Contract is subject to termination by the Village or the Vendor upon forty-eight (48) hours prior written notice should the other fail to perform its obligations hereunder. The written notice of default shall specify the nature and type of default and shall be delivered to the alleged defaulting Party at the address listed below. The Party in default shall have twenty-four (24) hours within which to cure the default. In the event of any termination by the Village, the Vendor will be paid for all actual services rendered, which are accepted by the Village as being in conformance with this Contract, through the date of termination. In the event of termination of this Contract by the Village for nonperformance by the Vendor, the Village shall not be obligated to pay for any of the equipment or professional services or other related costs and expenses of the Vendor that relate to that portion of this Contract that the Vendor fails, refuses or is unable to perform or complete. In the event of default or termination for nonperformance, the Village reserves all of its legal rights and remedies to seek damages of any kind from the Vendor, and no provision limiting liability or damages found elsewhere in this Contract or in Exhibit "A" shall be valid or enforceable.
17. **Notice.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Contract at the addresses set forth below or at such other addresses as may be designated by the Parties in writing. Notices personally delivered and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

If to Village:

Village Manager
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

If to Vendor:

President/Authorized Corporate Officer
Current Business Address

18. Independent Contractor. The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

Exhibit "C"

Certificates of Insurance

(attached)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, **President or Authorized Corporate Officer of** _____, [insert name], is personally known to me to be the same person whose name is subscribed to the foregoing Contract, and that she/he appeared before me this day in person and severally acknowledged that she/he signed and delivered the said Contract pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 202__.

Commission expires _____, ____.

Notary Public

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: July 21, 2025.

OTHER: 2/3 Majority Vote of Trustees Required.

A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND APPROVING AND AUTHORIZING THE EXECUTION OF A VENDOR CONTRACT WITH ZOLL MEDICAL CORPORATION OF CHELMSFORD, MASSACHUSETTS FOR THE PURCHASE OF ZOLL SERIES X ADVANCED MONITORS AND DEFIBRILLATORS IN AN AMOUNT NOT TO EXCEED \$93,130.68.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract for Goods, Supplies and Services (the "Contract") with Zoll Medical Corporation of Chelmsford, Massachusetts (the "Vendor") for the purpose of performing, providing, delivering, supplying and/or installing certain goods, supplies and services by the Vendor (the "Goods") for the benefit of the Village, as set forth in the Contract, which is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the Contract provides for the purchase of two (2) ZOLL X Series Advanced Cardiac Monitor Defibrillators, which was the only device that met the Village's selection criteria including utility/functionality, ease of use, durability and portability, interoperability with the Village's existing technology, and FDA approval and compliance with applicable guidelines; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to provide the Goods at a total cost not to exceed \$93,130.68. If the Village requests additional goods or services beyond the agreed upon purchase price in the Contract, then those extra goods or services shall be charged at the hourly rates or charges set forth in the schedule of rates and charges in the Contract or shall be mutually agreed to in writing by the Village and the Vendor and approved as an addendum to the Contract; and

WHEREAS, at an open, public meeting held on July 8, 2025, the Public Health and Safety Committee (the "Committee") reviewed the terms of the Contract and the Proposal and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Contract; and

WHEREAS, at an open public meeting held on July, 2025, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract and the Goods, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its July 21, 2025 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the Contract; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities

Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), to enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

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

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

SECTION 2: Approval of Bid Waiver and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the waiver of the competitive bidding process and approve and authorize the execution of the Contract, substantially in the form attached hereto as **Exhibit "1"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Contract, and such other instruments and documents as are necessary to fulfill the Village's obligations under the Contract.

SECTION 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the Contract, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under the attached Contract.

SECTION 4: Delivery of Signed Documents. The President and Board of Trustees of the Village direct the Village Clerk's Office to forward a certified copy of this Resolution and a fully executed copy of the Contract to the Vendor for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 21st day of July, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

**VENDOR CONTRACT FOR GOODS, SUPPLIES AND SERVICES
WITH ZOLL MEDICAL CORPORATION
FOR THE PURCHASE OF ZOLL SERIES X ADVANCED CARDIAC MONITOR DEFIBRILLATORS**

(attached)

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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 25-_____

**A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS IN LIEU OF PURCHASE
FROM A SOLE SOURCE PROVIDER AND APPROVING AND AUTHORIZING
THE EXECUTION OF A VENDOR CONTRACT WITH ZOLL MEDICAL CORPORATION
OF CHELMSFORD, MASSACHUSETTS FOR THE PURCHASE OF
ZOLL SERIES X ADVANCED MONITORS AND DEFIBRILLATORS
IN AN AMOUNT NOT TO EXCEED \$93,130.68.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 21st day of July, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 21st day of July, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

Edward Tymick, Village Clerk



July 17, 2025

TO: Village President and Board of Trustees
Ellen Baer, Village Manager

FROM: John Mastandona, Director of Finance

RE: Monthly Financial Report

Attached please find the monthly report and check register for June 2025. The attached includes a recap of all funds, a list of cash and investments, and cash flow schedules.

Investment Activity

The investment activity is presented for June 2025. The Illinois Metropolitan Investment Fund's (IMET convenience fund) average daily yield was 4.30%. In June, the Police Pension Fund posted realized and unrealized gains of 3.07% and maintained a trailing 12 month return of 12.72%. The market value of the Police Pension portfolio is approximately \$21.4 million with an additional \$708 thousand in cash was on-hand at the end of June. The Federal Reserve rates remain high (Target range of 4.25% to 4.50% as of June 20, 2025).

June Cash and Investment Summary:

Village Operating Funds:	\$32,083,569
Village Trust & Agency Funds:	<u>\$24,421,265</u>
Village Total	<u>\$56,504,834</u>

Investment Allocation for June 2025

<u>Category</u>	<u>Operating Funds</u>	<u>Trust & Agency</u>
Cash (Mesirow/Chicago Trust)	\$0	\$708,122
Money Market (CBWS & Republic Bank)	7,411,056	368,703
Illinois Funds/CBWS	14,269,606	1,215,930
CD's	4,277,488	595,727
Cash (CBWS/Heartland Bank)	2,519,038	124,401
Equity Fund (Market Value)	0	24,408,382
IMET Convenience Fund	3,606,381	0
Total	<u>\$32,083,569</u>	<u>\$24,421,265</u>

Fund Activity

General Fund

Year to Date Activity

Revenue:	\$8,433,090
Expenditures:	<u>(7,226,177)</u>
	\$1,206,913

The General Fund ended the quarter with a surplus due to the beginning of distributions of property taxes and the collection of motor vehicle license fees. The County has distributed approximately 50% of the FY 2024 levy. Sales tax collections and LGDF distribution continue to be in-line with budgeted amounts with approximately 50% of budgeted amounts being collected.

Staff continues to monitor the delay of the due date of the second installment of property taxes collected and distributed by Cook County. There has not been any updates given besides that the August 1 due date will not be met.

Expenditures were on target for the month.

Capital Improvement Fund

Year to Date Activity

Revenue:	\$232,937
Expenditures:	<u>(439,055)</u>
	(\$206,118)

Expenditures incurred in June include the purchase of computer equipment, public safety equipment, building equipment, and car lease payments.

Water/Sewer Funds

Year to Date Activity

Revenue:	\$2,070,005
Expenditures:	<u>(2,790,980)</u>
	(\$720,975)

Consumption billed in June (period covering March 15, 2025, to May 15, 2025) was 13% higher than the consumption billed in 2024 for the same period. Year-to-date consumption is approximately 11.88% higher compared to 2024.

Stormwater Utility Fee Fund

Year to Date Activity

Revenue:	\$6,4562,067
Expenditures:	<u>(195,932)</u>
	\$6,366,135

The funds collected from the stormwater utility fee will be utilized for improvements to the Village's stormwater system. The current surplus is attributable to the bond proceeds being received in May and the Springdale Detention Project beginning in June. Expenditures will continue to be paid throughout the duration of the project.

Police Pension

Year to Date Activity

Revenue:	\$2,830,407
Expenditures:	<u>(1,262,278)</u>
	\$1,568,129

The Illinois Police Officers' Pension Investment Fund (IPOPIF) consolidates police pension fund investments but reports each pension fund individually. The Fund posted realized and unrealized gains of 3.07% and maintained a trailing 12 month return of 12.72% at the end of June. The Police Pension Fund held cash in the amount of \$708 thousand at the end of June, while having a market value of assets of \$21.4 million.

Please refer to the attached schedules for more detail.

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
GENERAL FUND - 100						
Revenues						
Property Taxes	\$6,582,099	\$3,433,826	\$13,059	\$3,356,870	\$76,955	52.17%
Taxes	5,375,000	3,004,982	389,177	2,687,500	317,482	55.91%
Licenses and Permits	1,715,000	1,043,454	149,841	1,020,187	23,267	60.84%
Intergovernmental	397,600	121,573	2,471	198,800	(77,227)	30.58%
Charges for Services	723,000	387,626	59,633	361,500	26,126	53.61%
Fines	130,000	137,083	19,145	65,000	72,083	105.45%
Interest	238,000	177,457	28,294	119,000	58,457	74.56%
Rental	228,000	103,376	13,808	114,000	(10,624)	45.34%
Miscellaneous	6,050	23,713	109	3,025	20,688	391.95%
	<u>\$15,394,749</u>	<u>\$8,433,090</u>	<u>\$675,536</u>	<u>\$7,925,882</u>	<u>\$507,207</u>	<u>54.78%</u>
Expenditures						
General Government	(2,610,963)	(1,406,919)	(140,300)	(1,305,482)	(101,438)	53.89%
Finance	(586,972)	(329,531)	(42,184)	(293,486)	(36,045)	56.14%
Law Enforcement	(6,065,044)	(2,747,057)	(251,141)	(2,961,846)	214,789	45.29%
Municipal Services	(2,436,555)	(1,187,536)	(208,462)	(1,218,278)	30,742	48.74%
Engineering Services	(224,732)	(63,208)	(9,174)	(112,366)	49,158	28.13%
Fire and EMS	(2,268,300)	(1,060,802)	(171,740)	(1,134,150)	73,348	46.77%
Community Development	(1,075,224)	(431,124)	(90,714)	(537,612)	106,488	40.10%
	<u>(\$15,267,790)</u>	<u>(\$7,226,177)</u>	<u>(\$913,715)</u>	<u>(\$7,563,219)</u>	<u>\$337,042</u>	<u>47.33%</u>
Subtotal - Surplus (Deficit)	\$126,959	\$1,206,913	(\$238,179)	\$362,664	\$844,249	
RECREATION FUND - 210						
Revenues						
Property Taxes	\$423,241	\$233,068	\$962	\$215,853	17,215	55.07%
Charges for Services	1,238,723	502,490	47,861	619,362	(116,871)	40.57%
Interest	38,550	35,609	4,714	19,275	16,334	92.37%
Rental Income	287,442	133,210	7,265	143,721	(10,511)	46.34%
	<u>\$1,987,956</u>	<u>\$904,378</u>	<u>\$60,802</u>	<u>\$998,210</u>	<u>(\$93,832)</u>	<u>45.49%</u>
Expenditures						
Culture and Recreation	(1,984,114)	(941,738)	(199,128)	(992,057)	50,319	47.46%
Surplus (Deficit)	\$3,842	(\$37,360)	(\$138,326)	\$6,153	(\$43,513)	

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CAPITAL IMPROVEMENT FUND - 310						
Revenues						
Property Taxes	\$226,000	\$124,097	\$525	\$115,260	\$8,837	54.91%
Capital Grant	835,000	6,047	-	6,047	-	0.72%
Interest	78,900	52,412	7,057	39,450	12,962	66.43%
Sale of Real Property	-	50,381	14,000	-	50,381	0.00%
	<u>\$1,139,900</u>	<u>\$232,937</u>	<u>\$21,582</u>	<u>\$160,757</u>	<u>\$72,180</u>	<u>20.43%</u>
Expenditures						
General Government	(230,000)	(32,043)	(120)	(32,043)	-	13.93%
Law Enforcement	(203,995)	(65,837)	(905)	(65,837)	-	32.27%
Municipal Services	(1,175,993)	(293,725)	(76,994)	(293,725)	-	24.98%
Engineering Services	(1,500)	-	-	-	-	0.00%
Fire Services	(585,447)	(47,450)	(5,249)	(47,450)	-	8.10%
	<u>(\$2,196,935)</u>	<u>(\$439,055)</u>	<u>(\$83,268)</u>	<u>(\$439,055)</u>	<u>\$0</u>	<u>19.98%</u>
Surplus (Deficit)	(\$1,057,035)	(\$206,118)	(\$61,686)	(\$278,298)	\$72,180	
PUBLIC BENEFIT FUND - 320						
Revenue						
Interest	\$30,400	\$14,674	\$1,262	\$15,200	(\$526)	48.27%
	<u>\$30,400</u>	<u>\$14,674</u>	<u>\$1,262</u>	<u>\$15,200</u>	<u>(\$526)</u>	<u>48.27%</u>
Expenditures						
Capital Projects	-	-	-	-	-	0.00%
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Surplus (Deficit)	\$30,400	\$14,674	\$1,262	\$15,200	(\$526)	
Ridgewood Oaks - 350						
Expenditures						
Municipal Services	(5,000)	(1,230)	(960)	(1,230)	-	24.60%
	<u>(\$5,000)</u>	<u>(\$1,230)</u>	<u>(\$960)</u>	<u>(\$1,230)</u>	<u>\$0</u>	<u>24.60%</u>
Surplus (Deficit)	(\$5,000)	(\$1,230)	(\$960)	(\$1,230)	\$0	

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CBD PARKING FUND - 360						
Revenue						
Permits	\$15,000	\$7,692	\$5,900	\$7,500	\$192	51.28%
Interest	1,950	959	168	975	(16)	49.18%
	<u>\$16,950</u>	<u>\$8,651</u>	<u>\$6,068</u>	<u>\$8,475</u>	<u>\$176</u>	<u>51.04%</u>
Expenditures						
Municipal Services	(54,038)	(193)	(193)	(193)	-	0.36%
	<u>(\$54,038)</u>	<u>(\$193)</u>	<u>(\$193)</u>	<u>(\$193)</u>	<u>\$0</u>	<u>100.00%</u>
Surplus (Deficit)	(\$37,088)	\$8,458	\$5,875	\$8,282	\$176	
MOTOR FUEL TAX FUND - 370						
Revenues						
Motor Fuel Tax	\$615,000	\$342,268	\$93,432	\$307,500	\$34,768	55.65%
Interest	44,875	33,154	2,823	22,438	10,717	73.88%
	<u>\$659,875</u>	<u>\$375,422</u>	<u>\$96,255</u>	<u>\$329,938</u>	<u>\$45,484</u>	<u>56.89%</u>
Expenditures						
R-O-W Maintenance	(1,261,930)	(70,392)	(51,872)	(70,392)	-	5.58%
	<u>(\$1,261,930)</u>	<u>(\$70,392)</u>	<u>(\$51,872)</u>	<u>(\$70,392)</u>	<u>\$0</u>	<u>5.58%</u>
Surplus (Deficit)	(\$602,055)	\$305,030	\$44,383	\$259,546	\$45,484	
ROADWAY CONSTRUCTION - 375						
Revenues						
Property Taxes -IMRF	\$5,924	\$3,303	\$14	\$3,021	\$282	55.76%
Capital Grant	81,000	-	-	-	-	0.00%
Interest	17,940	10,086	1,683	8,970	1,116	56.22%
	<u>\$104,864</u>	<u>\$13,389</u>	<u>\$1,697</u>	<u>\$11,991</u>	<u>\$1,398</u>	<u>12.77%</u>
Expenditures						
Capital Projects	(449,628)	(46,935)	(6,976)	(46,935)	-	10.44%
	<u>(\$449,628)</u>	<u>(\$46,935)</u>	<u>(\$6,976)</u>	<u>(\$46,935)</u>	<u>\$0</u>	<u>10.44%</u>
Surplus (Deficit)	(\$344,764)	(\$33,546)	(\$5,279)	(\$34,944)	\$1,398	

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
R-O-W /GRANT - 380						
Revenues						
Transfer From Special Purpose Fund	2,500	-	-	-	-	0.00%
	<u>\$2,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Expenditures						
Capital Projects	-	-	-	-	-	N/A
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Surplus (Deficit)	\$2,500	\$0	\$0	\$0	\$0	
TIF DISTRICT SOUTH - 390						
Revenues						
Property Taxes	\$700,000	411,823	-	\$357,000	\$54,823	58.83%
Interest	500	-	-	-	-	N/A
	<u>\$700,500</u>	<u>\$411,823</u>	<u>\$0</u>	<u>\$357,000</u>	<u>\$54,823</u>	<u>58.83%</u>
Expenditures						
Capital Projects	(761,898)	(274,345)	(87,688)	(274,345)	-	36.01%
	<u>(\$761,898)</u>	<u>(\$274,345)</u>	<u>(\$87,688)</u>	<u>(\$274,345)</u>	<u>\$0</u>	<u>36.01%</u>
Surplus (Deficit)	(\$61,398)	\$137,478	(\$87,688)	\$82,655	\$54,823	
TIF DISTRICT NORTH - 395						
Revenues						
Property Taxes	\$245,000	124,547	-	\$124,950	(\$403)	50.84%
Interest	40	38	-	20	18	N/A
	<u>\$245,040</u>	<u>\$124,585</u>	<u>\$0</u>	<u>\$124,970</u>	<u>(\$385)</u>	<u>N/A</u>
Expenditures						
Capital Projects	(56,075)	(11,575)	(10,000)	(11,575)	-	20.64%
	<u>(\$56,075)</u>	<u>(\$11,575)</u>	<u>(\$10,000)</u>	<u>(\$11,575)</u>	<u>\$0</u>	
Surplus (Deficit)	\$188,965	\$113,010	(\$10,000)	\$113,395	\$18	

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
DEBT SERVICE FUND - 410						
Revenues						
Property Taxes	\$1,531,956	\$844,234	\$3,742	\$781,298	\$62,936	55.11%
Interest	39,260	22,801	5,523	19,630	3,171	58.08%
Interfund Transfer	436,631	218,316	36,386	218,316	0	50.00%
	<u>\$2,007,847</u>	<u>\$1,085,350</u>	<u>\$45,651</u>	<u>\$1,019,243</u>	<u>\$66,107</u>	<u>54.06%</u>
Expenditures						
Principal and Interest Payments	(1,899,638)	(161,957)	(475)	(161,957)	-	8.53%
	<u>(\$1,899,638)</u>	<u>(\$161,957)</u>	<u>(\$475)</u>	<u>(\$161,957)</u>	<u>\$0</u>	<u>8.53%</u>
Surplus (Deficit)	\$108,209	\$923,393	\$45,176	\$857,286	\$66,107	
WATER/SEWER FUND - 510/515						
Revenues						
Charges for Services	\$4,652,500	\$1,949,072	\$296,703	\$2,326,250	(\$377,178)	41.89%
Property Taxes IMRF	111,416	61,296	253	56,822	4,474	55.02%
IEPA Loan Proceeds	785,000	-	-	-	-	0.00%
Capital Grant	-	-	-	-	-	0.00%
Interest	70,875	59,637	11,171	35,438	24,200	84.14%
	<u>\$5,619,791</u>	<u>\$2,070,005</u>	<u>\$308,127</u>	<u>\$2,418,510</u>	<u>(\$348,505)</u>	<u>36.83%</u>
Expenditures						
Bond & Interest	(875,502)	(424,750)	(351,827)	(424,750)	-	48.52%
Water Administration	(400,298)	(199,462)	(21,550)	(200,149)	687	49.83%
Water Production	(2,323,955)	(1,092,877)	(90,568)	(997,830)	(95,047)	47.03%
Water Distribution	(2,710,268)	(556,271)	(68,053)	(465,645)	(90,626)	20.52%
Water Meter Reading	(190,582)	(99,468)	(8,615)	(92,404)	(7,064)	52.19%
Sewer Bond and Interest	(27,213)	(1,106)	-	(1,106)	-	4.06%
Sewer Administration	(468,554)	(205,747)	(25,844)	(234,277)	28,530	43.91%
Sewer Maintenance/Rehab	(1,074,003)	(211,299)	(20,912)	(293,177)	81,878	19.67%
	<u>(\$8,070,375)</u>	<u>(\$2,790,980)</u>	<u>(\$587,369)</u>	<u>(\$2,709,338)</u>	<u>(\$81,643)</u>	<u>34.58%</u>
Suplus (Deficit)	(\$2,450,584)	(\$720,975)	(\$279,242)	(\$290,828)	(\$430,147)	

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
CAPITAL MAINTENANCE FEE FUND - 520						
Revenues						
Fees	270,000	135,814	19,340	135,000	814	50.30%
	<u>270,000</u>	<u>135,814</u>	<u>19,340</u>	<u>135,000</u>	<u>814</u>	
Expenditures						
Transfer to Other Funds	-	-	-	-	-	N/A
	<u>\$0</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Suplus (Deficit)	270,000	135,814	19,340	135,000	814	
STORMWATER UTILITY FEE FUND - 525						
Revenues						
Charges for Services	1,130,000	573,792	88,275	565,000	8,792	50.78%
Interest	16,250	70,967	29,423	8,125	62,842	436.72%
Capital Grant	2,000,000	-	-	-	-	0.00%
Proceeds from Long Term Debt	7,900,000	5,917,309	-	5,917,309	-	74.90%
	<u>11,046,250</u>	<u>6,562,067</u>	<u>117,698</u>	<u>6,490,434</u>	<u>71,634</u>	
Expenditures						
Stormwater Maintenance	(8,818,624)	(195,932)	(7,161)	(195,932)	-	2.22%
	<u>(\$8,818,624)</u>	<u>(195,932)</u>	<u>(7,161)</u>	<u>(195,932)</u>	<u>-</u>	
Suplus (Deficit)	2,227,626	6,366,135	110,537	6,294,502	71,634	
BURLINGTON NORTHERN FUND - 590						
Revenues						
Property Taxes	\$7,902	\$4,406	\$19	\$4,030	\$376	55.76%
Interest	-	0	-	-	0	N/A
Charges for Services	153,500	78,193	48,258	76,750	1,443	50.94%
	<u>\$161,402</u>	<u>\$82,599</u>	<u>\$48,277</u>	<u>\$80,780</u>	<u>\$1,819</u>	<u>51.18%</u>
Expenditures						
Accounting and Collection	(28,296)	(14,906)	(2,038)	(14,148)	(758)	52.68%
B/N Municipal Services	(182,166)	(77,080)	(10,216)	(91,083)	14,003	42.31%
	<u>(\$210,462)</u>	<u>(\$91,986)</u>	<u>(\$12,254)</u>	<u>(\$105,231)</u>	<u>\$13,245</u>	<u>43.71%</u>
Surplus (Deficit)	(\$49,060)	(\$9,387)	\$36,023	(\$24,451)	\$15,064	

Village of Western Springs
MONTHLY REPORT - Cash Basis
June 30, 2025

	FY 2025 Revised Budget	Y-T-D FY 2025 Actual	Monthly Activity	Y-T-D Projected Budget	Variance Fav (Unfav)	Y-T-D % of Budget
SPECIAL PURPOSE RESERVE FUND - 640						
Revenue						
Interest	10,440	22,699	4,477	5,220	17,479	217.43%
	<u>\$10,440</u>	<u>\$22,699</u>	<u>\$4,477</u>	<u>\$5,220</u>	<u>\$17,479</u>	<u>217.43%</u>
Expenditures						
Transfers to Other Funds	(3,000)	-	-	-	-	0.00%
	<u>(\$3,000)</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Surplus (Deficit)	\$7,440	\$22,699	\$4,477	\$5,220	\$17,479	
POLICE PENSION FUND - 660						
Revenues						
Employer Contributions (P-Taxes)	\$2,194,425	\$1,027,028	2,930	\$1,119,157	(\$92,129)	46.80%
Replacement Tax	22,000	7,276	-	8,250	(974)	33.07%
Appreciation/Gains/Interest	1,208,120	1,693,238	644,643	604,060	1,089,178	140.15%
Employee Contributions	215,000	102,865	15,941	107,500	(4,635)	47.84%
Miscellaneous	-	-	-	-	-	N/A
	<u>\$3,639,545</u>	<u>\$2,830,407</u>	<u>\$663,514</u>	<u>\$1,838,967</u>	<u>\$991,441</u>	<u>77.77%</u>
Expenditures						
Pension Benefits	(2,554,337)	(1,262,278)	(212,950)	(1,277,169)	14,891	49.42%
	<u>(\$2,554,337)</u>	<u>(\$1,262,278)</u>	<u>(\$212,950)</u>	<u>(\$1,277,169)</u>	<u>\$14,891</u>	<u>49.42%</u>
Surplus (Deficit)	\$1,085,208	\$1,568,129	\$450,564	\$561,798	\$1,006,331	
FIRE PENSION FUND - 670						
Revenues						
Interest	\$6,340	\$3,290	\$363	\$3,170	\$120	51.90%
Employer Contributions (P-Taxes)	10,159	5,407	16	5,181	226	53.23%
	<u>\$16,499</u>	<u>\$8,698</u>	<u>\$379</u>	<u>\$8,351</u>	<u>\$346</u>	<u>52.72%</u>
Expenditures						
Pension Benefits	(23,403)	(12,557)	(1,762)	(11,702)	(856)	53.66%
	<u>(\$23,403)</u>	<u>(\$12,557)</u>	<u>(\$1,762)</u>	<u>(\$11,702)</u>	<u>(\$856)</u>	<u>53.66%</u>
Surplus (Deficit)	(\$6,904)	(\$3,859)	(\$1,383)	(\$3,350)	(\$509)	
TOTAL FUNDS						
Revenues	\$43,054,508	\$23,316,588	\$2,070,666	\$21,928,928	\$1,387,660	54.16%
Expenditures	<u>(\$43,617,247)</u>	<u>(\$13,527,330)</u>	<u>(\$2,175,771)</u>	<u>(\$13,859,098)</u>	<u>\$332,998</u>	<u>31.01%</u>
Excess (Deficit)	(\$562,739)	\$9,789,258	(\$105,105)	\$8,069,830	\$1,720,659	

Village of Western Springs - Cash and Investment Summary Period Ended June 30, 2025									
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			Cash			Investments						Interest/Dividends/Gains			
Fund No.	Fund Name	Total Available	Illinois Funds/ Community Bank Republic Bank		Heartland/CBWS Bank	Police Pension		CD's		Fixed Income		IMET/Equity	M-T-D		Y-T-D
General Fund															
100	General	\$9,338,990	\$5,620,522					\$1,034,923				\$2,683,545	\$28,394		\$178,361
Special Revenue Funds															
210	Recreation	\$1,350,419	\$1,034,425									\$315,993	\$4,714		\$35,609
370	Motor Fuel Tax	\$2,050,730	\$879,690					\$1,171,040				\$0	\$2,823		\$33,154
Capital Project Funds															
375	Roadway Construction	\$447,421	\$36,683					\$0				\$410,738	\$1,683		\$10,086
310	Capital Improvement	\$3,512,177	\$2,018,484					\$1,493,693					\$7,057		\$52,412
320	Public Benefit	\$1,072,798	\$494,966					\$577,831				\$0	\$1,262		\$14,674
360	CDB Parking		\$53,970										\$168		\$959
380	ROW/Grant	\$61,779	\$61,779												
390	TIF District - South	\$83,130	(\$1,736,599)		\$1,819,729								\$0		\$0
395	TIF District - North	\$683,949	(\$15,360)		\$699,309								\$0		\$38
410	Debt Service Fund	\$1,397,387	\$1,397,387										\$5,523		\$22,801
Enterprise Funds															
510/515/525	Water/Sewer/Storwater Operating	\$10,056,423	\$9,860,316									\$196,107	\$40,272		\$128,485
520	Capital Maintenance	\$972,408	\$972,408												
535	American Rescue Plan	\$0	\$0												
590	Parking	\$1,001,988	\$1,001,992									(\$4)	\$0		\$0
	Total Operating	\$32,083,569	\$21,680,662		\$2,519,038	\$0		\$4,277,488		\$0		\$3,606,381	\$91,897		\$476,580
Trust & Agency Funds															
600	Drug Forfeiture	\$68,171			\$68,171								\$0		\$5
640	Special Purpose Reserve	\$1,764,765	\$1,286,800					\$477,965					\$4,477		\$22,699
650	Impact Fees	\$6,000	\$6,000										\$0		\$0
660	Police Pension (Market Value)	\$22,286,284	\$169,780			\$708,122				\$0		\$21,408,382	\$644,643		\$1,693,238
670	Firefighters Pension	\$227,494	\$53,502		\$56,231			\$117,761					\$363		\$3,290
690	Payroll	\$68,551	\$68,551										\$164		\$1,860
	Total Trust & Agency	\$24,421,265	\$1,584,633		\$124,401	\$708,122		\$595,727		\$0		\$21,408,382	\$649,648		\$1,721,093
	Grand Total	\$56,504,834	\$23,265,295		\$2,643,440	\$708,122		\$4,873,214		\$0		\$25,014,763	\$741,544		\$2,197,674

Illinois Funds Average Daily Yield					
Month	This Year	Last Year	Month	This Year	Last Year
Jan	4.556%	5.392%	July	5.382%	5.382%
Feb	4.504%	5.399%	Aug	5.373%	5.373%
Mar	4.436%	5.403%	Sept	5.229%	5.229%
Apr	4.434%	5.422%	Oct	4.957%	4.957%
May	4.415%	5.422%	Nov	4.797%	4.797%
June	4.428%	5.433%	Dec	4.688%	4.688%

3 Mo Treas
Auction as of
6/30/25
4.410%

Village of Western Springs - Summary of Monthly Expenditure Activity
Period Ended
June 30, 2025

Fund No.	Fund	Disbursements	Payroll	Total Disbursements
General Fund				
100	General	\$350,315.43	\$467,055.29	\$817,370.72
Special Revenue Funds				
210	Recreation	\$136,866.34	\$49,523.07	\$186,389.41
370	Motor Fuel Tax	51,871.38	0.00	51,871.38
		<u>\$188,737.72</u>	<u>\$49,523.07</u>	<u>238,260.79</u>
Capital Project Funds				
310	Capital Improvement	\$123,890.28	\$0.00	\$123,890.28
320	Public Benefit	2,323.60	0.00	2,323.60
350	Ridgewood	960.00	0.00	\$960.00
360	CDB Parking	193.20	0.00	193.20
375	Roadway Construction	0.00	5,069.17	5,069.17
380	ROW/Grant Fund	0.00	0.00	\$0.00
390	TIF District - South	97,505.06	0.00	97,505.06
395	TIF District - North	10,000.00	0.00	10,000.00
		<u>\$234,872.14</u>	<u>\$5,069.17</u>	<u>\$239,941.31</u>
Debt Service Fund				
410	Bond & Interest	\$475.00	\$0.00	\$475.00
Enterprise Funds				
Waterworks & Sewerage				
510	Water Operating	\$521,632.80	\$65,557.92	\$587,190.72
515	Sewer Operating	27,264.99	27,604.89	54,869.88
525	Stormwater Operating	7,160.36	0.00	7,160.36
		<u>\$556,058.15</u>	<u>\$93,162.81</u>	<u>\$649,220.96</u>
Other Enterprise Funds				
590	Parking	\$2,800.98	\$6,332.48	\$9,133.46
		<u>\$2,800.98</u>	<u>\$6,332.48</u>	<u>\$9,133.46</u>
Trust & Agency Funds				
640	Special Purpose	\$0.00	\$0.00	\$0.00
650	Impact Fee	0.00	0.00	0.00
660	Police Pension	0.00	206,648.95	206,648.95
670	Firefighters Pension	0.00	1,762.32	1,762.32
690	Payroll	169,192.74	0.00	169,192.74
		<u>\$169,192.74</u>	<u>\$208,411.27</u>	<u>\$377,604.01</u>
	Total Disbursements	<u><u>\$1,502,452.16</u></u>	<u><u>\$829,554.09</u></u>	<u><u>\$2,332,006.25</u></u>

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
100										
100	20215									GENERAL FUND
	006712	KLEIN THORPE AND JE	2025-03		0	2025 6	INV P	3,331.40	061325V	165935 LEGAL SVC 03/25
	019751	CHENEY, MARY C	3925FOREST-REISSUE		0	2025 6	INV P	2,000.00	060625V	165835 3925 FOREST #1575 S
	019860	WOLF AND HILLGROVE	706HILLGROVE-REISSUE		0	2025 6	INV P	800.00	060625V	165852 706 HILLGROVE #1431
								ACCOUNT TOTAL	6,131.40	
100	20284									800 HILLGROVE AVENUE
	006712	KLEIN THORPE AND JE	2025-03		0	2025 6	INV P	61.80	061325V	165935 LEGAL SVC 03/25
								ACCOUNT TOTAL	61.80	
100	20293									DARTMOOR HOMES
	006712	KLEIN THORPE AND JE	2025-03		0	2025 6	INV P	82.50	061325V	165935 LEGAL SVC 03/25
	013973	V3 COMPANIES LTD	10425264		0	2025 6	INV P	7,220.00	061325V	165981 TTRLS CONST OBSRVTN
	013973	V3 COMPANIES LTD	10425590		0	2025 6	INV P	3,000.00	061325V	165981 TTRLS ENG SVC 3/30-
	013973	V3 COMPANIES LTD	10525527		0	2025 6	INV P	2,850.00	061325V	165981 TTRLS CONST OBSRVTN
								13,070.00		
								ACCOUNT TOTAL	13,152.50	
100	20437									LTHS CAFETERIA-CUP
	006712	KLEIN THORPE AND JE	2025-03		0	2025 6	INV P	211.80	061325V	165935 LEGAL SVC 03/25
								ACCOUNT TOTAL	211.80	
100	20440									5600 WOLF ROAD
	001030	BAXTER & WOODMAN INC	0271404		0	2025 6	INV P	4,593.75	061325V	165902 5600 WOLF PLAN REVI
	001030	BAXTER & WOODMAN INC	0272470		0	2025 6	INV P	550.00	061325V	165902 5600 WOLF PLAN REVI
								5,143.75		
	006712	KLEIN THORPE AND JE	2025-03		0	2025 6	INV P	510.00	061325V	165935 LEGAL SVC 03/25
								ACCOUNT TOTAL	5,653.75	
100	35101									COURT FINES-PARKING-OTHER ORD
	035101	TICKET REFUND	P004732		0	2025 6	INV P	150.00	061325V	165975 REFUND OVERPAYMT TI
								ACCOUNT TOTAL	150.00	
								ORG 100 TOTAL	25,361.25	
1101100										BOARD OF TRUSTEES
1101100	50500									MEMBERSHIPS/ASSOCIATIONS
	014450	WEST SUBURBAN CHAMBE	47221868		0	2025 6	INV P	3,402.00	062725V	166055 CHARTER MEMBERSHIP

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			3,402.00		
1101100	52520					TRUSTEE RETIREMENT RECOG					
006930	LAGRANGE COUNTRY CLU	125626		0	2025	6	INV	P	7,638.24	061325V	165936 2025 RECOGNITION DI
						ACCOUNT TOTAL			7,638.24		
1101100	55035					SPECIAL EVENTS					
000441	ALPHAGRAPHS	122435		0	2025	6	INV	P	141.00	061325V	165895 RUGELEY DAY YARD SI
003730	FIFTH THIRD BANK	X1288-052225		0	2025	6	DIR	P	123.48	062625W	409 DEPOSIT-PARTIES W/C
007021	LAKESHORE RECYCLING	PS660476		0	2025	6	INV	P	600.00	061325V	165937 PORTA POTTIES-TOWER
007810	MCCLURE, JESSICA	06-11-25		0	2025	6	INV	P	123.48	060625V	165845 STROLLING ENTRTNMNT
007810	MCCLURE, JESSICA	9066		0	2025	6	INV	P	136.52	062725V	166036 STROLLING ENTRTNMNT
									260.00		
						ACCOUNT TOTAL			1,124.48		
1101100	55100					SUPPLIES					
006036	PNC BANK	X9531-050825		0	2025	6	INV	P	45.00	061325V	165957 TRUSTEE NAME PLATES
						ACCOUNT TOTAL			45.00		
						ORG 1101100 TOTAL			12,209.72		
1201100	ADMINISTRATION-MANAGER'S OFC										
1201100	45500					EMPLOYEE RECOGNITION					
003730	FIFTH THIRD BANK	X1288-050225		0	2025	6	DIR	P	45.98	062625W	405 M. CAGNEY RETIREMEN
003730	FIFTH THIRD BANK	X1288-050225A		0	2025	6	DIR	P	48.05	062625W	406 M. CAGNEY RETIREMEN
003730	FIFTH THIRD BANK	X9216-052325A		0	2025	6	DIR	P	110.00	062625W	427 SAM'S MEMBERSHIP RE
									204.03		
						ACCOUNT TOTAL			204.03		
1201100	50100					PROFESSIONAL SERVICES					
008055	MGT IMPACT SOLUTIONS	MGT36804		0	2025	6	INV	P	449.87	061325V	165945 S PRZYBYLSKI W/E 05
						ACCOUNT TOTAL			449.87		
1201100	50199					OTHER PROF TECH SERVICES					
006266	ACCURATE BACKGROUND	AUR2331562		0	2025	6	INV	P	63.98	060625V	165829 EMPLOYMENT SCREENIN
						ACCOUNT TOTAL			63.98		
1201100	50400					TRAINING/CONFERENCES					
004867	BIERNACKI, CASEY	06/03-06/05/25		0	2025	6	INV	P	191.80	062725V	166000 RMB EXP-ILCMA CONF
006036	PNC BANK	X0666-051525		0	2025	6	INV	P	250.00	061325V	165957 ILCMA CONF REG-BAER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
006036	PNC BANK	X9531-050925A	0	2025	6	INV P	125.00	061325V	165957	REG-WOMEN'S LEGACY		
006036	PNC BANK	X9531-051425	0	2025	6	INV P	285.00	061325V	165957	REG-ILCMA CONF-D. C		
							660.00					
016046	CHAVEZ, DAISY	06/03-06/05/25	0	2025	6	INV P	191.80	062725V	166005	RMB EXP-ILCMA CONF		
ACCOUNT TOTAL							1,043.60					
1201100	50500	MEMBERSHIPS/ASSOCIATIONS										
005463	ICMA RENEWAL	326296-2025	0	2025	6	INV P	1,200.00	060625V	165841	ANL MEMBERSHP RNWL		
005463	ICMA RENEWAL	664924-2025	0	2025	6	INV P	895.00	061325V	165928	ICMA RENEWAL-C BIER		
							2,095.00					
006036	PNC BANK	X0666-051225	0	2025	6	INV P	477.00	061325V	165957	ILCMA ANNUAL DUES-		
ACCOUNT TOTAL							2,572.00					
1201100	50700	EXP REIMBURSE/MTGS EXPENSE										
006036	PNC BANK	X0666-042425	0	2025	6	INV P	54.18	061325V	165957	LUNCH MTG-EB/CB/NF-		
006036	PNC BANK	X0666-050225	0	2025	6	INV P	70.00	061325V	165957	WSCCI ART OF RELATI		
006036	PNC BANK	X0666-051625	0	2025	6	INV P	300.00	061325V	165957	WSCC-REGIONAL 30 UN		
							424.18					
ACCOUNT TOTAL							424.18					
1201100	51730	SELF INSURANCE PAYMENTS										
005520	IRMA	301037	0	2025	6	INV P	2,273.37	062725V	166031	MARCH DEDUCTIBLE		
005520	IRMA	301102	0	2025	6	INV P	11,036.79	062725V	166031	APRIL DEDUCTIBLE		
005520	IRMA	301166	0	2025	6	INV P	2,593.11	062725V	166031	MAY DEDUCTIBLE		
							15,903.27					
ACCOUNT TOTAL							15,903.27					
1201100	55010	BOOKS/SUBSCRIP/PUBLICATIONS										
002095	CHICAGO TRIBUNE CO	20107822-091225	0	2025	6	INV P	194.99	062725V	166008	SUBSCRIPTION RENEWA		
ACCOUNT TOTAL							194.99					
ORG 1201100 TOTAL							20,855.92					
1202100	LEGAL											
1202100	50210	VILLAGE ATTORNEY										
006712	KLEIN THORPE AND JE	2025-03	0	2025	6	INV P	6,902.08	061325V	165935	LEGAL SVC 03/25		
007858	MCCORKLE LITIGATION	881468	0	2025	6	INV P	649.20	060625V	165846	DEPOSITIONS-M. SCOT		
007858	MCCORKLE LITIGATION	881572	0	2025	6	INV P	771.60	060625V	165846	DEPOSITION-K. BYRNE		
							1,420.80					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									8,322.88		
1202100	50220	VILLAGE PROSECUTOR									
002143	CHOMIAK, MICHAEL P	2025-05	250083	2025 6	INV	P	1,200.00	061325V	165906	VILLAGE PROSECUTOR	
ACCOUNT TOTAL									1,200.00		
1202100	50230	LITIGATION									
006712	KLEIN THORPE AND JE	2025-03	0	2025 6	INV	P	4,860.00	061325V	165935	LEGAL SVC 03/25	
ACCOUNT TOTAL									4,860.00		
1202100	50260	LABOR RELATIONS									
004498	CLARK BAIRD SMITH LL	2094	0	2025 6	INV	P	2,232.50	061325V	165908	LABOR RELATIONS 05.	
006712	KLEIN THORPE AND JE	2025-03	0	2025 6	INV	P	390.60	061325V	165935	LEGAL SVC 03/25	
ACCOUNT TOTAL									2,623.10		
ORG 1202100 TOTAL									17,005.98		
1203100	MANAGEMENT SERVICES										
1203100	50339	MAPPING SERVICES									
002242	CLOUDPOINT GEOGRAPHI	INV-05658	250056	2025 6	INV	P	1,400.00	062725V	166010	GIS SERVICES	
ACCOUNT TOTAL									1,400.00		
1203100	50400	TRAINING/CONFERENCES									
003730	FIFTH THIRD BANK	X4909-050625	0	2025 6	DIR	P	62.33	062625W	413	LUNCH MTG-C. GRAFF	
ACCOUNT TOTAL									62.33		
1203100	51900	EQUIP MNT AGREEMENTS									
014385	WELLS FARGO VENDOR F	5034632805	29	2025 6	INV	P	2,847.71	061325V	165985	WELLS FARGO	
ACCOUNT TOTAL									2,847.71		
1203100	51921	TELEPHONE SERVICE									
000668	VERIZON WIRELESS	6115916736	0	2025 6	INV	P	167.86	062725V	166053	WIRELESS	
006322	INTERMEDIA.NET, INC	25069799608	0	2025 6	INV	P	2,697.95	061325V	165930	PHONE SVC 05/02-06/	
007997	METRO FIBERNET, LLC	1486146-2506	0	2025 6	INV	P	92.95	062725V	166038	INTERNET-SCHRAMM	
ACCOUNT TOTAL									2,958.76		
1203100	55102	DATA PROCESSING SUPPLIES									
006036	PNC BANK	X9531-042725A	0	2025 6	INV	P	304.00	061325V	165957	TONER-AMAZON	
006036	PNC BANK	X9531-050425	0	2025 6	INV	P	29.99	061325V	165957	THUMB DRIVES-AMAZON	
006036	PNC BANK	X9531-050425A	0	2025 6	INV	P	21.99	061325V	165957	THUMB DRIVES-AMAZON	
006036	PNC BANK	X9531-050525	0	2025 6	INV	P	15.56	061325V	165957	HDMI CABLES-AMAZON	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
006036	PNC BANK	X9531-050525A	0	2025	6	INV P	102.96	061325V	165957	IPAD CASES-AMAZON		
006036	PNC BANK	X9531-050825B	0	2025	6	INV P	77.94	061325V	165957	CABLES-AMAZON		
							552.44					
ACCOUNT TOTAL							552.44					
1203100	55123			SOFTWARE								
001045	BDO USA LLP	500000630	0	2025	6	INV P	2,470.00	062725V	165999	WIFI MGMT SUBSCRIPT		
003730	FIFTH THIRD BANK	X4909-053025	0	2025	6	DIR P	246.00	062625W	414	LTACC DIGITAL CERT-		
012667	SOUTHRN COMPUTER WRH	CR00839908	0	2025	6	CRM P	-601.35	062725V	166049	FOXIT PDF EDITOR SU		
012667	SOUTHRN COMPUTER WRH	INV00837223	0	2025	6	INV P	601.35	062725V	166049	FOXIT PDF EDITOR SU		
012667	SOUTHRN COMPUTER WRH	INV00842779	0	2025	6	INV P	1,241.18	062725V	166049	CLICKSHARE FOR PRES		
							1,241.18					
ACCOUNT TOTAL							3,957.18					
ORG 1203100 TOTAL							11,778.42					
1204100	COMMUNICATIONS											
1204100	51922			INTERNET SERVICES/HOSTING								
000152	COMCAST	0005794-2506	1	2025	6	INV P	16.03	062725V	166012	INTERNET SERVICES		
000152	COMCAST	242896179	1	2025	6	INV P	1,255.00	061325V	165909	INTERNET SERVICES		
							1,271.03					
007450	LYONS TOWNSHIP HIGH	2025-06	21	2025	6	INV P	2,000.00	061325V	165939	INTERNET SERVICES		
ACCOUNT TOTAL							3,271.03					
1204100	55101			OFFICE SUPPLIES								
005136	GARVEY'S OFFICE PROD	OE-95207-1	16	2025	6	INV P	340.27	061325V	165919	OFFICE SUPPLIES		
ACCOUNT TOTAL							340.27					
1204100	55124			COFFEE SUPPLIES								
003700	FELCO VENDING INC	0718	250039	2025	6	INV P	445.00	062725V	166018	COFFEE SUPPLIES		
ACCOUNT TOTAL							445.00					
ORG 1204100 TOTAL							4,056.30					
2101100	ADMINISTRATION-FINANCE											
2101100	50199			OTHER PROF TECH SERVICES								
006507	AMERIFLEX CLAIMS	INV874999	250052	2025	6	INV P	317.20	060625V	165833	AMERIFLEX FEES		
007112	LAUTERBACH & AMEN, L	104581	20	2025	6	INV P	3,476.00	061325V	165938	MONTHLY FEE FOR PAY		
007112	LAUTERBACH & AMEN, L	105064	0	2025	6	INV P	2,760.00	061325V	165938	GASB 67/68 POLICE P		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6												
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR		TYP S	WARRANT		CHECK	DESCRIPTION
									6,236.00			
013381	THIRD MILLENNIUM		32997	0	2025	6	INV	P	1,570.40	061325V	165974	VEHICLE/PET ONLINE
013381	THIRD MILLENNIUM		33032	0	2025	6	INV	P	779.31	061325V	165974	OFF SEASON SERVER 7
									2,349.71			
ACCOUNT TOTAL									8,902.91			
2101100	50700			EXP REIMBURSE/MTGS		EXPENSE						
006036	PNC BANK	X0666-051625	0	2025	6	INV	P	75.00	061325V	165957	WSCC-REGIONAL 30 UN	
ACCOUNT TOTAL									75.00			
2101100	51900			EQUIP MNT AGREEMENTS								
009680	PITNEY BOWES INC	1027595365	0	2025	6	INV	P	156.00	062725V	166045	POSTAGE METER RENTA	
ACCOUNT TOTAL									156.00			
2101100	52715			CREDIT CARD FEES								
003730	FIFTH THIRD BANK	05/01-05/30/25	0	2025	6	DIR	P	2.50	062625W	432	COMBINED PURCHASE F	
ACCOUNT TOTAL									2.50			
2101100	52750			RECORDS MANAGEMENT								
009665	IRON MOUNTAIN INCORP	KLKG649	0	2025	6	INV	P	239.99	061325V	165931	OFFSITE STORAGE 06.	
ACCOUNT TOTAL									239.99			
2101100	55100			SUPPLIES								
001427	ACCURATE DOCUMENT	14581223T095	0	2025	6	INV	P	95.27	060625V	165830	DOCUMENT PICKUP/DES	
ACCOUNT TOTAL									95.27			
ORG 2101100 TOTAL									9,471.67			
ADMINISTRATION-LAW ENFORCEMENT												
3101100	45450			UNIFORM ALLOWANCE								
003842	CHURCH, KINGSLEY	06-08-25	0	2025	6	INV	P	187.25	061325V	165907	UNIFORM ALLOWANCE-K	
009250	O'HERRON, RAY CO INC	2408992	250127	2025	6	INV	P	73.80	061325V	165951	POLI UNIFORM ALLOWA	
016108	FREEMAN, MEGAN	05-30-25	0	2025	6	INV	P	76.00	061325V	165918	UNIFORM ALLOWANCE-M	
ACCOUNT TOTAL									337.05			
3101100	50100			PROFESSIONAL SERVICES								
009405	PAVLU, DANA	1058	0	2025	6	INV	P	1,200.00	061325V	165955	4/24/25 & 5/8/25 OU	
ACCOUNT TOTAL									1,200.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
3101100	50199	OTHER PROF TECH SERVICES												
008441	MUNICIPAL SYSTEMS	LL DT	2025-04-107	250064	2025	6	INV	P		1,500.00	061325V	165949	MOS MOVE	
008441	MUNICIPAL SYSTEMS	LL DT	2025-05-106	250064	2025	6	INV	P		1,500.00	061325V	165949	MOS MOVE	
										3,000.00				
ACCOUNT TOTAL										3,000.00				
3101100	50400	TRAINING/CONFERENCES												
003730	FIFTH THIRD BANK		X4875-050125	0	2025	6	DIR	P		148.74	062625W	429	LODGING DEPOSIT-FBI	
009125	NEMRT		376965	250124	2025	6	INV	P		2,280.00	061325V	165950	NEMRT ANNUAL MEMBER	
009125	NEMRT		377210	250125	2025	6	INV	P		150.00	061325V	165950	POLI TRAINING CLASS	
										2,430.00				
016350	POSTIC, PETAR		05/12-05/13/25	0	2025	6	INV	P		51.80	061325V	165959	RMB EXP-MILEAGE-HIG	
016475	WILSON, ROGER		04/30-05/01/25	0	2025	6	INV	P		27.26	061325V	165986	RMB EXP-MEALS-ARIDE	
ACCOUNT TOTAL										2,657.80				
3101100	50700	EXP REIMBURSE/MTGS EXPENSE												
016118	GILHOOLEY, SEAN		05-07-25	0	2025	6	INV	P		20.00	061325V	165920	RMB EXP-WEST SUBURB	
ACCOUNT TOTAL										20.00				
3101100	52750	RECORDS MANAGEMENT												
009665	IRON MOUNTAIN INCORP		KLKG649	0	2025	6	INV	P		71.68	061325V	165931	OFFSITE STORAGE 06.	
ACCOUNT TOTAL										71.68				
3101100	55040	PUBLIC EDUCATION												
003730	FIFTH THIRD BANK		X4875-051425	0	2025	6	DIR	P		26.94	062625W	430	WATER-POLICE MEMORI	
003730	FIFTH THIRD BANK		X4875-051625	0	2025	6	DIR	P		75.51	062625W	431	DESSERTS-POLICE MEM	
										102.45				
006036	PNC BANK		X9531-043025	0	2025	6	INV	P		302.66	061325V	165957	SWAG HANDOUTS-COMMU	
026011	KARA CO.INC		390554	250145	2025	6	INV	P		181.96	061325V	165934	POLICE MEMORIAL OFF	
ACCOUNT TOTAL										587.07				
3101100	55100	SUPPLIES												
001427	ACCURATE DOCUMENT		14581223T095	0	2025	6	INV	P		95.27	060625V	165830	DOCUMENT PICKUP/DES	
ACCOUNT TOTAL										95.27				
3101100	55150	NON-CAPITAL EQUIPMENT												
006036	PNC BANK		X9531-051125	0	2025	6	INV	P		15.81	061325V	165957	MAGNETS/COMMAND STR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
016396	MCCLINTOCK, SCOTT	05-26-25	0	2025	6	INV	P		12.00	061325V	165942 RMB EXP- CAR WASH T
ACCOUNT TOTAL									27.81		
3101100	59909	AMMUNITION									
013526	TJ CONEVERA'S INC	TJ-INVOICE-25-132	250129	2025	6	INV	P		3,540.00	061325V	165976 AMMUNITION 9MM AND
ACCOUNT TOTAL									3,540.00		
ORG 3101100 TOTAL									11,536.68		
3103100	CRIMINAL INVESTIGATION										
3103100	59911	MAJOR CASE EXPENSE									
017834	TRANSUNION RISK &	5891731-202504-1	250130	2025	6	INV	P		120.00	061325V	165977 TRANSUNION APRIL 20
017834	TRANSUNION RISK &	5891731-202505-1	250149	2025	6	INV	P		120.00	061325V	165977 TRANSUNION MAY 2025
									240.00		
ACCOUNT TOTAL									240.00		
ORG 3103100 TOTAL									240.00		
3105100	COMMUNICATION/INFO MGMT										
3105100	51900	EQUIP MNT AGREEMENTS									
000668	VERIZON WIRELESS	6115916736	0	2025	6	INV	P		905.33	062725V	166053 WIRELESS
ACCOUNT TOTAL									905.33		
ORG 3105100 TOTAL									905.33		
4101100	MUNICIPAL SERVICES ADMIN										
4101100	50500	MEMBERSHIPS/ASSOCIATIONS									
005463	ICMA RENEWAL	664932-2025	0	2025	6	INV	P		910.00	062725V	166029 ICMA RENEWAL-M SUPE
005690	ILCMA	2025-26PUGA	0	2025	6	INV	P		207.50	060625V	165842 ILCMA MEMBERSHIP 25
ACCOUNT TOTAL									1,117.50		
4101100	50700	EXP REIMBURSE/MTGS EXPENSE									
003730	FIFTH THIRD BANK	X9216-050125	0	2025	6	DIR	P		91.73	062625W	415 PW TRAINING LUNCH-J
003730	FIFTH THIRD BANK	X9216-051525	0	2025	6	DIR	P		39.92	062625W	419 PW TRAINING LUNCH-J
003730	FIFTH THIRD BANK	X9216-051925	0	2025	6	DIR	P		24.99	062625W	420 TOUCH A TRUK COFFEE
003730	FIFTH THIRD BANK	X9216-052225	0	2025	6	DIR	P		67.85	062625W	425 LUNCH MTG-LAGRANGE
									224.49		
ACCOUNT TOTAL									224.49		
4101100	55100	SUPPLIES									
001427	ACCURATE DOCUMENT	14581223T095	0	2025	6	INV	P		95.27	060625V	165830 DOCUMENT PICKUP/DES
003730	FIFTH THIRD BANK	X9216-050625	0	2025	6	DIR	P		21.46	062625W	416 W/P OPEN HOUSE-WATE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
003730	FIFTH	THIRD	BANK	X9216-050625A	0	2025	6	DIR	P	152.96	062625W	417 W/P OPEN HOUSE-STAN
003730	FIFTH	THIRD	BANK	X9216-050825	0	2025	6	DIR	P	22.45	062625W	418 W/P OPEN HOUSE-BALL
003730	FIFTH	THIRD	BANK	X9216-051925A	0	2025	6	DIR	P	27.83	062625W	421 TOUCH A TRUCK WATER
003730	FIFTH	THIRD	BANK	X9216-051925B	0	2025	6	DIR	P	33.00	062625W	422 TOUCH A TRUCK-THEAT
003730	FIFTH	THIRD	BANK	X9216-052325	0	2025	6	DIR	P	303.17	062625W	426 PW GARAGE HOST LUNC
003730	FIFTH	THIRD	BANK	X9216-052625	0	2025	6	CRM	P	-14.02	062625W	428 CREDIT TAX-SAM'S CL
										546.85		
005196	HOME	DEPOT		4041057	0	2025	6	INV	P	31.93	060625V	165840 W/P SOAP CLEANER/SA
005196	HOME	DEPOT		7190680	0	2025	6	INV	P	64.97	061325V	165926 STEEL SAFETY GAS CA
										96.90		
006036	PNC	BANK		X9531-042325	0	2025	6	INV	P	17.78	061325V	165957 TOUCH A TRUCK POPCO
016066	DERENGOWSKI, RONALD			05-07-25	0	2025	6	INV	P	6.07	060625V	165837 RMB EXP-DONUTS OPEN
016066	DERENGOWSKI, RONALD			05-08-25	0	2025	6	INV	P	90.65	060625V	165837 RMB EXP- LUNCH MTG
										96.72		
ACCOUNT TOTAL										853.52		
ORG 4101100 TOTAL										2,195.51		
4102100	R-O-W MAINTENANCE											
4102100	50400	TRAINING/CONFERENCES										
003730	FIFTH	THIRD	BANK	X9216-051925C	0	2025	6	DIR	P	582.40	062625W	423 LODGING-ROAD SCHOLA
003730	FIFTH	THIRD	BANK	X9216-051925D	0	2025	6	DIR	P	582.40	062625W	424 LODGING-ROAD SCHOLA
										1,164.80		
006036	PNC	BANK		X9531-050225	0	2025	6	INV	P	550.00	061325V	165957 LODGING-IPSI CONF-R
006036	PNC	BANK		x9531-050225A	0	2025	6	INV	P	550.00	061325V	165957 LODGING-IPSI CONF-U
										1,100.00		
016066	DERENGOWSKI, RONALD			04/27-05/02/25	0	2025	6	INV	P	142.61	061325V	165910 RMB EXP-FUEL/MEALS
016246	MATHIAS, BRADLEY			05/12-05/16/25	0	2025	6	INV	P	48.15	061325V	165941 RMB EXP MEALS-ROADS
016397	SCHUSTER, JOE			05/12-05/16/25	0	2025	6	INV	P	56.23	061325V	165967 RMB EXP FUEL/MEALS-
ACCOUNT TOTAL										2,511.79		
4102100	50405	TUITION REIMBURSEMENT										
016357	PUGA, DIANA			2025-SPG	0	2025	6	INV	P	456.00	061325V	165960 TUITION RMB-SPRING
ACCOUNT TOTAL										456.00		
4102100	53070	TRAFFIC SIGNAL MAINTENANCE										
009670	PINNER ELECTRIC INC			20143	0	2025	6	INV	P	225.00	061325V	165956 47TH & CENTRAL MAIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							225.00				
4102100	53100	DISPOSAL SERVICES									
007021	LAKESHORE RECYCLING	PS657368	250140	2025	6	INV P	8,368.13	061325V	165937	STREET SWEEPING	
007021	LAKESHORE RECYCLING	PS661474	250140	2025	6	INV P	8,368.13	062725V	166033	STREET SWEEPING	
							16,736.26				
ACCOUNT TOTAL							16,736.26				
4102100	53210	ELECTRICITY									
000273	AEP ENERGY INC	3009956605-2505	0	2025	6	INV P	11.91	061325V	165893	COMED#8141118823 4/	
000273	AEP ENERGY INC	3009956616-2505	0	2025	6	INV P	32.20	061325V	165893	COMED#5413995818 04	
000273	AEP ENERGY INC	3009956627-2505	0	2025	6	INV P	56.24	061325V	165893	COMED#3024456806 04	
000273	AEP ENERGY INC	3009956649-2505	0	2025	6	INV P	42.27	061325V	165893	COMED#3940279237 04	
000273	AEP ENERGY INC	3009956661-2505	0	2025	6	INV P	91.77	061325V	165893	COMED#0034657312 04	
000273	AEP ENERGY INC	3009956683-2505	0	2025	6	INV P	3,984.32	062725V	165993	COMED#4404683985 04	
000273	AEP ENERGY INC	3009956740-2505	0	2025	6	INV P	72.15	061325V	165893	COMED#2756053477 04	
000273	AEP ENERGY INC	3009956773-2505	0	2025	6	INV P	28.18	061325V	165893	COMED#6950280031 04	
000273	AEP ENERGY INC	3009956784-2505	0	2025	6	INV P	31.65	061325V	165893	COMED#6102210480 04	
							4,350.69				
ACCOUNT TOTAL							4,350.69				
4102100	55100	SUPPLIES									
007945	MENARDS	62076	0	2025	6	INV P	39.10	061325V	165944	CLEANING SPLS/TOOLS	
ACCOUNT TOTAL							39.10				
4102100	55114	PAINT									
007945	MENARDS	62642	0	2025	6	INV P	120.91	061325V	165944	PAINT/SAW	
ACCOUNT TOTAL							120.91				
4102100	55115	SALT									
008222	MORTON SALT INC	5403258227	0	2025	6	INV P	11,368.89	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403280453	0	2025	6	INV P	7,038.93	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403284222	0	2025	6	INV P	2,747.05	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403287096	0	2025	6	INV P	2,822.55	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403290376	0	2025	6	INV P	2,823.83	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403319285	0	2025	6	INV P	6,998.28	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403340857	0	2025	6	INV P	6,986.01	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403357052	0	2025	6	INV P	6,858.25	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403370896	0	2025	6	INV P	4,244.78	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403373639	0	2025	6	INV P	2,664.77	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403380035	0	2025	6	INV P	2,634.12	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403382276	0	2025	6	INV P	4,264.79	062725V	166041	ROADWAY SALT	
008222	MORTON SALT INC	5403382277	0	2025	6	INV P	9,746.61	062725V	166041	ROADWAY SALT	
							71,198.86				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL							71,198.86			
4102100	55151	TOOLS								
007945	MENARDS	61871	0	2025	6	INV P	59.97	061325V	165944	PW CASTER SWIVEL TO
007945	MENARDS	62051	0	2025	6	INV P	6.23	061325V	165944	PW COUPLING
007945	MENARDS	62115	0	2025	6	INV P	44.94	061325V	165944	FILTER
007945	MENARDS	62205	0	2025	6	INV P	89.73	061325V	165944	PW HOSE/NOZZLE/ADAP
007945	MENARDS	62206	0	2025	6	INV P	7.33	061325V	165944	TOOLS/G/A EMERG LIG
007945	MENARDS	62861	0	2025	6	INV P	-75.73	062725V	166037	PIPE ELBOW/WATER/SE
							132.47			
ACCOUNT TOTAL							132.47			
4102100	55154	STREETSCAPE SUPPLIES								
026011	KARA CO.INC	391081	0	2025	6	INV P	175.32	060625V	165843	PAINT SURVEY MARKIN
026011	KARA CO.INC	391140	0	2025	6	INV P	467.28	061325V	165934	PAINT SURVEY MARKIN
							642.60			
ACCOUNT TOTAL							642.60			
4102100	55155	LIGHT BULBS/PARTS								
004185	FORT DEARBORN ENT	199550	0	2025	6	INV P	1,260.00	062725V	166020	45WATT LUMENS PW
ACCOUNT TOTAL							1,260.00			
ORG 4102100 TOTAL							97,673.68			
4103100	VEHICLE/EQUIPMENT MAINTENANCE									
4103100	51940	RADIO SERVICES								
000668	VERIZON WIRELESS	6115916736	0	2025	6	INV P	257.38	062725V	166053	WIRELESS
ACCOUNT TOTAL							257.38			
4103100	53410	GASOLINE								
008190	MOHR OIL COMPANY	450724	0	2025	6	INV P	3,112.92	061325V	165947	ETHANOL
008190	MOHR OIL COMPANY	450725	0	2025	6	INV P	2,340.99	061325V	165947	DIESEL FUEL
008190	MOHR OIL COMPANY	453653	0	2025	6	INV P	2,813.00	062725V	166039	ETHANOL
							8,266.91			
ACCOUNT TOTAL							8,266.91			
4103100	55202	LAW ENFORCEMENT								
004100	FULLER'S CAR WASH	10559	0	2025	6	INV P	117.00	062725V	166021	05/25 CAR WASHES
005393	O'REILLY AUTO PARTS	4342-253664	0	2025	6	INV P	315.00	062725V	166044	#338 FREON
ACCOUNT TOTAL							432.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
4103100	55203			FIRE/EMGY	MEDICAL	SERVICES				
000439	AMERICAN TIRE DISTRI	S206845828	0	2025	6	INV P	462.76	061325V	165897	FD (4) TIRES 1782
003893	FLEET SAFETY SUPPLY	84628	0	2025	6	INV P	630.67	061325V	165916	#1782 SINGLE HEAD E
004100	FULLER'S CAR WASH	10559	0	2025	6	INV P	12.00	062725V	166021	05/25 CAR WASHES
ACCOUNT TOTAL							1,105.43			
4103100	55204			PUBLIC WORKS						
000133	ATLAS BOBCAT LLC	H02596	0	2025	6	INV P	43.91	061325V	165901	BOBCAT BROOK SPROCK
000439	AMERICAN TIRE DISTRI	S207325632	0	2025	6	INV P	447.00	061325V	165897	SKID STEER TIRES PW
000439	AMERICAN TIRE DISTRI	S207325697	0	2025	6	INV P	149.00	061325V	165897	SKID STEER TIRES PW
							596.00			
002439	BRISTOL HOSE	3580702	0	2025	6	INV P	559.42	062725V	166004	CUSTOM HOSE REPAIR
005393	O'REILLY AUTO PARTS	4342-251908	0	2025	6	INV P	23.98	061325V	165952	PW WIPER BLADES
005393	O'REILLY AUTO PARTS	4342-251910	0	2025	6	INV P	59.95	061325V	165952	WIPER BLADES PW TRU
005393	O'REILLY AUTO PARTS	4342-251911	0	2025	6	CRM P	-23.98	061325V	165952	RETURN WIPER BLADES
005393	O'REILLY AUTO PARTS	4342-252471	0	2025	6	INV P	18.76	062725V	166044	#42 OIL FILTERS
005393	O'REILLY AUTO PARTS	4342-253266	0	2025	6	INV P	71.76	061325V	165952	PW BRAKE CLN
005393	O'REILLY AUTO PARTS	4342-253505	0	2025	6	INV P	152.83	062725V	166044	QT FUEL MIX
005393	O'REILLY AUTO PARTS	4342-253636	0	2025	6	INV P	143.98	062725V	166044	#15 PADS & ROTORS
005393	O'REILLY AUTO PARTS	4342-254677	0	2025	6	INV P	27.64	062725V	166044	HI-RANGER-BELT
							474.92			
006036	PNC BANK	X9531-050925	0	2025	6	INV P	99.99	061325V	165957	HEAVY DUTY TRAILER
008071	FLEETPRIDE INC	126021601	0	2025	6	INV P	114.54	061325V	165917	RATCHET STRAPS
008525	NAPA AUTO PARTS	759526	0	2025	6	INV P	155.80	062725V	166042	REDUCER/HARDENER-WH
ACCOUNT TOTAL							2,044.58			
4103100	55205			GENERAL						
011230	AIRGAS	5516634894	0	2025	6	INV P	65.92	062725V	165994	CYLINDERS RENTAL LA
ACCOUNT TOTAL							65.92			
ORG 4103100 TOTAL							12,172.22			
4104100	PROPERTIES									
4104100	51900			EQUIP MNT	AGREEMENTS					
001639	BRS USA INDUSTRIES	2198	0	2025	6	INV P	175.00	061325V	165903	ANNUAL ELEVATOR INS
011952	SCHINDLER ELEVATOR C	7100604447	0	2025	6	INV P	665.00	061325V	165966	2025 WITNESS FEE-VH
ACCOUNT TOTAL							840.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
4104100	52010									
001909	CASE LOTS INC	1485	0	INTERIOR MAINTENANCE	2025	6	INV P	1,000.05	061325V	165905 KITCHEN TOWELS/LINE
014075	VEGA BUILDING MAINT	101584	250048	2025	6	INV P		2,790.00	061325V	165982 JANITORIAL SERVICES
				ACCOUNT TOTAL				3,790.05		
4104100	52300									
007982	VERN GOERS GREENHOUS	C25-55-1	0	LANDSCAPING/LAWN MAINTENANCE	2025	6	INV P	460.00	061325V	165984 PLANTS, FLATS BLUE
013361	TRUGREEN	210119506	0	2025	6	INV P		1,614.93	062725V	166052 VILLAGE SEED & FERT
				ACCOUNT TOTAL				2,074.93		
4104100	55121									
006036	PNC BANK	x9531-042725	0	FLAGS	2025	6	INV P	125.99	061325V	165957 8X12 FLAG-AMAZON
				ACCOUNT TOTAL				125.99		
4104100	55301									
000475	ANDERSON PEST SOLUTI	78855262	0	VILLAGE HALL	2025	6	INV P	118.31	061325V	165898 COMMERCIAL PEST MGM
002524	INTERIOR TROPICAL	97646	0	2025	6	INV P		160.00	061325V	165929 PLANT MAINT/RENTAL
007945	MENARDS	62861	0	2025	6	INV P		31.88	062725V	166037 PIPE ELBOW/WATER/SE
				ACCOUNT TOTAL				310.19		
4104100	55302									
007945	MENARDS	62861	0	FIRE BUILDING	2025	6	INV P	39.95	062725V	166037 PIPE ELBOW/WATER/SE
				ACCOUNT TOTAL				39.95		
4104100	55303									
000475	ANDERSON PEST SOLUTI	78855264	0	PUBLIC WORKS	2025	6	INV P	75.42	062725V	165998 COMMERCIAL PEST MGM
				ACCOUNT TOTAL				75.42		
4104100	55304									
007945	MENARDS	62076	0	VILLAGE TOWER	2025	6	INV P	37.94	061325V	165944 CLEANING SPLS/TOOLS
007945	MENARDS	62861	0	2025	6	INV P		38.56	062725V	166037 PIPE ELBOW/WATER/SE
								76.50		
				ACCOUNT TOTAL				76.50		
				ORG 4104100 TOTAL				7,333.03		
4105100				FORESTRY						
4105100	50100									
004566	GREAT LAKES URBAN FO	1425	0	PROFESSIONAL SERVICES	2025	6	INV P	475.00	061325V	165922 URBAN FORESTRY CONS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								475.00		
4105100	53510					TREE REPLACEMENT				
011882	RUSSO POWER EQUIPMEN	SPI21143486	0	2025 6 INV P				1,109.40	062725V	166047 GATOR WATERING BAGS
ACCOUNT TOTAL								1,109.40		
4105100	55150					NON-CAPITAL EQUIPMENT				
005196	HOME DEPOT	7300132	0	2025 6 INV P				172.88	061325V	165926 RAKE & PUSHBROOMS
ACCOUNT TOTAL								172.88		
ORG 4105100 TOTAL								1,757.28		
4801100				ENGINEERING						
4801100	50100					PROFESSIONAL SERVICES				
001030	BAXTER & WOODMAN INC	0272464	0	2025 6 INV P				585.50	061325V	165902 HAMPTON AVE STP DES
003544	EZA ENGINEERING PLLC	23029-17	0	2025 6 INV P				234.00	061325V	165915 INSPECTION FEES 03/
003544	EZA ENGINEERING PLLC	23029-18	0	2025 6 INV P				897.00	061325V	165915 INSPECTION FEES 04/
003544	EZA ENGINEERING PLLC	23029-19	0	2025 6 INV P				1,131.00	061325V	165915 INSPECTION FEES 05/
								2,262.00		
ACCOUNT TOTAL								2,847.50		
4801100	51200					PRINTED MATERIALS				
003730	FIFTH THIRD BANK	x3415-052825	0	2025 6 DIR P				12.00	062625W	412 DIGITAL BLUEPRINT/R
ACCOUNT TOTAL								12.00		
ORG 4801100 TOTAL								2,859.50		
5101100				AMIN-FIRE & EMERGENCY MEDICAL						
5101100	50100					PROFESSIONAL SERVICES				
000291	AIR ONE EQUIPMENT IN	220824	250136	2025 6 INV P				3,127.13	060625V	165832 2025 NFPA 1852 AIR
005767	ILLINOIS MUTUAL	1600947-2507	0	2025 6 INV P				1,168.15	062725V	166030 DISABILITY INS-S GR
ACCOUNT TOTAL								4,295.28		
5101100	50700					EXP REIMBURSE/MTGS EXPENSE				
006036	PNC BANK	x0666-051625	0	2025 6 INV P				75.00	061325V	165957 WSCC-REGIONAL 30 UN
006700	KIRSCHBAUMS BAKERY	06-12-25	0	2025 6 INV P				52.51	062725V	166032 BAKERY-2025 RETIREE
ACCOUNT TOTAL								127.51		
5101100	51921					TELEPHONE SERVICE				
000668	VERIZON WIRELESS	6115916736	0	2025 6 INV P				1,227.72	062725V	166053 WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL								1,227.72			
ORG 5101100 TOTAL								5,650.51			
5102100	FIRE SUPPRESSION										
5102100	51960	OTHER EQUIPMENT									
011427	RED LINE WORKS LLC	1201	0	2025	6	INV	P	658.80	062725V	166046 GROUND LADDER/1719	
ACCOUNT TOTAL								658.80			
ORG 5102100 TOTAL								658.80			
5103100	EMERGENCY MEDICAL SERVICES										
5103100	50400	TRAINING/CONFERENCES									
003730	FIFTH THIRD BANK	X3766-051225	0	2025	6	DIR	P	295.00	062625W	411 INFECTION CTRL OFFI	
ACCOUNT TOTAL								295.00			
5103100	51650	PARAMEDIC COVERAGE									
009395	PARAMEDIC SERVICES O	9078	0	2025	6	INV	P	66,667.00	061325V	165953 PARAMEDIC CONTRACT	
ACCOUNT TOTAL								66,667.00			
5103100	52820	RECHARGING 02									
003017	US GAS	475343	0	2025	6	INV	P	89.50	061325V	165980 CYLINDER RENTAL 05.	
ACCOUNT TOTAL								89.50			
5103100	55100	SUPPLIES									
001455	BOUND TREE MEDICAL	85811095	0	2025	6	INV	P	365.89	062725V	166003 EMS SPLS	
ACCOUNT TOTAL								365.89			
5103100	55112	MEDICAL									
000010	EMS MGMT & CONSUL	EMS-015188	0	2025	6	INV	P	1,970.22	062725V	166016 AMBULANCE BILLING 0	
000010	EMS MGMT & CONSUL	EMS-016516	0	2025	6	INV	P	2,347.19	062725V	166016 AMBULANCE BILLING 0	
								4,317.41			
ACCOUNT TOTAL								4,317.41			
ORG 5103100 TOTAL								71,734.80			
5104100	TRAINING & PUBLIC EDUCATION										
5104100	50400	TRAINING/CONFERENCES									
011704	VILLAGE OF ROMEOVILL	2025-374	0	2025	6	INV	P	725.00	060625V	165851 ADVANCED TECH FF-M.	
ACCOUNT TOTAL								725.00			
ORG 5104100 TOTAL								725.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
5201100				COMMUNITY DEVELOPMENT							
5201100	50100			PROFESSIONAL SERVICES							
001467		CODE ENFORCEMENT REP	2025-05	0	2025	6	INV	P	1,015.00	062725V	166011 CODE ENFORCEMENT 05
003053		MORRIS,DONALD E ARCH	2025-04INS	0	2025	6	INV	P	9,450.00	061325V	165948 INSPECTIONS 04.25
003053		MORRIS,DONALD E ARCH	2025-05INS	0	2025	6	INV	P	10,100.00	061325V	165948 INSPECTIONS 05.25
									19,550.00		
003544		EZA ENGINEERING PLLC	23029-17	0	2025	6	INV	P	234.00	061325V	165915 INSPECTION FEES 03/
003544		EZA ENGINEERING PLLC	23029-18	0	2025	6	INV	P	312.00	061325V	165915 INSPECTION FEES 04/
003544		EZA ENGINEERING PLLC	23029-19	0	2025	6	INV	P	897.00	061325V	165915 INSPECTION FEES 05/
									1,443.00		
004272		TESKA ASSOCIATES INC	15297	0	2025	6	INV	P	2,471.25	061325V	165973 WS COMMERCIAL ZONIN
006290		HEALTH INSPECTION PR	832	0	2025	6	INV	P	2,625.00	061325V	165925 HEALTH INSPECTIONS
013973		V3 COMPANIES LTD	10425589	0	2025	6	INV	P	1,020.00	061325V	165981 FLAGG CREEK STABILI
				ACCOUNT TOTAL					28,124.25		
5201100	50105			PLAN REVIEW FEES							
003053		MORRIS,DONALD E ARCH	2025-04PR	0	2025	6	INV	P	1,940.00	061325V	165948 PLAN REVIEW 04.25
003053		MORRIS,DONALD E ARCH	2025-05PR	0	2025	6	INV	P	3,785.00	061325V	165948 PLAN REVIEW 05.25
									5,725.00		
				ACCOUNT TOTAL					5,725.00		
5201100	50700			EXP REIMBURSE/MTGS EXPENSE							
006036		PNC BANK	X0666-051625	0	2025	6	INV	P	75.00	061325V	165957 WSCC-REGIONAL 30 UN
				ACCOUNT TOTAL					75.00		
5201100	51921			TELEPHONE SERVICE							
000668		VERIZON WIRELESS	6115916736	0	2025	6	INV	P	209.58	062725V	166053 WIRELESS
				ACCOUNT TOTAL					209.58		
				ORG 5201100 TOTAL					34,133.83		
FUND 100 GENERAL FUND									TOTAL:	350,315.43	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
6601210				ADMINISTRATION-RECREATION					
6601210 50100				PROFESSIONAL SERVICES					
008055	MGT IMPACT SOLUTIONS	MGT36803	0	2025	6	INV P	10,139.04	061325V	165945 N FLORES W/E 05/17/
ACCOUNT TOTAL							10,139.04		
6601210 50210				VILLAGE ATTORNEY					
006712	KLEIN THORPE AND JE	2025-03	0	2025	6	INV P	312.40	061325V	165935 LEGAL SVC 03/25
ACCOUNT TOTAL							312.40		
6601210 50400				TRAINING/CONFERENCES					
003730	FIFTH THIRD BANK	X1288-050525	0	2025	6	DIR P	700.00	062625W	407 SEXUAL HARASSMENT T
ACCOUNT TOTAL							700.00		
6601210 50700				EXP REIMBURSE/MTGS EXPENSE					
016005	ALBORES, ARIOSTO	2025-05	0	2025	6	INV P	63.28	062725V	165995 RMB MILEAGE 05.25
016139	HARRISON, RYAN	2025-05	0	2025	6	INV P	16.87	062725V	166026 RMB MILEAGE 05.25
ACCOUNT TOTAL							80.15		
6601210 51200				PRINTED MATERIALS					
016139	HARRISON, RYAN	05/21/25 & 06/04/25	0	2025	6	INV P	18.50	061325V	165923 RMB EXP-FRENCH MKT
016139	HARRISON, RYAN	20772-06/11/25	0	2025	6	INV P	5.25	062725V	166026 RMB EXP-FRENCH MKT
							23.75		
ACCOUNT TOTAL							23.75		
6601210 51920				TELEPHONE EQUIP MAINTENANCE					
000668	VERIZON WIRELESS	6115916736	0	2025	6	INV P	90.11	062725V	166053 WIRELESS
ACCOUNT TOTAL							90.11		
6601210 55507				SPECIAL EVENTS SUPPLIES					
003730	FIFTH THIRD BANK	X1288-052025	0	2025	6	DIR P	923.35	062625W	408 REC DEPT GIVE-A-WAY
006036	PNC BANK	X9531-050225B	0	2025	6	INV P	36.60	061325V	165957 TOUCH-A-TRUCK RAFFL
006036	PNC BANK	X9531-050625	0	2025	6	INV P	17.96	061325V	165957 FRENCH MKT-MARKERS/
006036	PNC BANK	X9531-050625A	0	2025	6	INV P	18.32	061325V	165957 FRENCH MKT-SCENTED
006036	PNC BANK	X9531-050625B	0	2025	6	INV P	31.83	061325V	165957 FRENCH MKT-STAMPING
							104.71		
ACCOUNT TOTAL							1,028.06		
6601210 60035				OFC FURNITURE & EQUIPMENT					
006036	PNC BANK	X9531-050825A	0	2025	6	INV P	62.76	061325V	165957 REC OFC BULLETIN/DR
006036	PNC BANK	X9531-051325	0	2025	6	INV P	25.99	061325V	165957 FRENCH MKT-SIDEWALK

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
006036	PNC BANK	X9531-051525	0	2025 6	INV	P	30.93	061325V	165957	SAFETY VILLAGE NAME	
							119.68				
							ACCOUNT TOTAL			119.68	
							ORG 6601210 TOTAL			12,493.19	
6602210							RECREATION SERVICES				
6602210	53734						SENIOR CENTER				
003063	DONNELLY, MARY	2025-04	0	2025 6	INV	P	182.82	061325V	165912	RMB EXP-SRCTR SPLS	
004077	GODDARD, LESLIE	52225	0	2025 6	INV	P	400.00	060625V	165839	PRGM FEE-ROADSIDE A	
							ACCOUNT TOTAL			582.82	
6602210	53735						FITNESS				
004132	ROSS, MARY KAY	2025-05	0	2025 6	INV	P	753.60	061325V	165965	BODYWORKS PLUS 05.2	
							ACCOUNT TOTAL			753.60	
6602210	53736						CAMPS				
001036	LIGEIKIS, RITA	05-30-25	0	2025 6	INV	P	47.46	062725V	166034	RMB EXP-CAMP SPLS	
002941	DISCOUNT SCHL SUPPLY	P43455410001	0	2025 6	INV	P	107.42	061325V	165911	CAMP PRGM SPLS	
003931	FOREMOST PROMOTIONS	737109	0	2025 6	INV	P	34.00	062725V	166019	TEST YOUR SMOKE ALA	
007640	MARATHON SPORTSWEAR	101075	0	2025 6	INV	P	710.42	060625V	165844	SFTY VLG KIDS/STAFF	
007640	MARATHON SPORTSWEAR	101076	0	2025 6	INV	P	363.56	060625V	165844	SUMMER CAMP TSHIRTS	
							1,073.98				
009246	O'DONNELL, ELIZABETH	06-03-25	0	2025 6	INV	P	13.99	062725V	166043	RMB EXP-CAMP STAFF	
011669	ROBOTRONICS, INCORPO	58169	0	2025 6	INV	P	72.50	061325V	165964	BUSTER SHIELD STICK	
							ACCOUNT TOTAL			1,349.35	
6602210	53737						SPARTZ BASKETBALL				
012757	SPARTZ, CHRISTOPHER	20411	0	2025 6	INV	P	791.00	061325V	165970	LIL HOOPERS/BALLERZ	
015673	RONOVSKY, JOSEPH A	05-29-25	0	2025 6	INV	P	1,490.00	060625V	165850	RMB EXP-4WC OUTING	
							ACCOUNT TOTAL			2,281.00	
6602210	53740						CONTRACTED PROGRAMS				
003365	CHESS WIZARDS	8552	0	2025 6	INV	P	2,050.00	062725V	166006	CHESS CAMP 6/9-6/13	
003887	FAMBRO MANAGEMENT LL	3007067	0	2025 6	INV	P	680.00	060625V	165838	LETS CODE IT CLASS	
003887	FAMBRO MANAGEMENT LL	3007303	0	2025 6	INV	P	1,056.00	062725V	166017	LETS CODE IT CLASS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION		
						1,736.00					
005012 KAFKES, STACY	72	0	2025 6	INV	P	244.80	061325V	165933	PILATES CLASS 4/21-		
006703 DURKEE SCOTT LLC	30629376	0	2025 6	INV	P	570.00	061325V	165913	WILLY WONKA-3/1/25		
008121 MINDS IN MOTION LLC	1237	0	2025 6	INV	P	1,080.00	061325V	165946	PRGM FEE-CHEMICAL C		
014982 YOUNG REMBRANDT'S	2364	0	2025 6	INV	P	525.00	062725V	166056	DOUBLE THE FUN 05/0		
			ACCOUNT TOTAL			6,205.80					
6602210 55503			EARLY CHILDHOOD								
016250 MCENTEE, MEGHANN	2025-04/05	0	2025 6	INV	P	66.04	061325V	165943	RMB EXP-EC SPLS (LE		
016347 PORZEL, JENNIFER	01/07-05/24/25	0	2025 6	INV	P	108.30	061325V	165958	RMB EXP-EC PROGRAM		
			ACCOUNT TOTAL			174.34					
6602210 55506			TOWER TROT								
003730 FIFTH THIRD BANK	X1288-052625	0	2025 6	DIR	P	85.56	062625W		410 TOWER TROT COFFEE/D		
006328 J3 EVENTS, INC	3981	0	2025 6	INV	P	3,346.18	061325V	165932	TOWER TROT RACE TIM		
007021 LAKESHORE RECYCLING	PS660476	0	2025 6	INV	P	1,200.00	061325V	165937	PORTA POTTIES-TOWER		
007640 MARATHON SPORTSWEAR	100295	0	2025 6	INV	P	8,946.96	061325V	165940	TSHIRTS FOR TOWER T		
007945 MENARDS	62076	0	2025 6	INV	P	179.40	061325V	165944	CLEANING SPLS/TOOLS		
011419 RECORD-A-HIT, INC	242903	0	2025 6	INV	P	1,200.00	061325V	165961	EUROBUNGY BALANCE-2		
013580 TROPHYS ARE US INC	31803	0	2025 6	INV	P	1,034.62	061325V	165978	MEDALS/AWARDS TOWER		
			ACCOUNT TOTAL			15,992.72					
			ORG 6602210 TOTAL			27,339.63					
6603210			BUILDING SERVICES								
6603210 52010			INTERIOR MAINTENANCE								
001639 BRS USA INDUSTRIES	2198	0	2025 6	INV	P	175.00	061325V	165903	ANNUAL ELEVATOR INS		
003204 MAR BUILDING SERVICE	1096	0	2025 6	INV	P	1,000.00	062725V	166035	CLEANING SERV-REC C		
011952 SCHINDLER ELEVATOR C	7100604466	0	2025 6	INV	P	665.00	061325V	165966	2024 WITNESS FEE-RE		
			ACCOUNT TOTAL			1,840.00					
6603210 52300			LANDSCAPING/LAWN MAINTENANCE								
007945 MENARDS	63078	0	2025 6	INV	P	132.55	061325V	165944	FLOWERS REC/GA BLDG		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								132.55		
6603210	53200				UTILITIES					
000273	AEP ENERGY INC	3009956795-2505	0	2025	6	INV	P	60.89	061325V	165893 COMED#5402666840 04
ACCOUNT TOTAL								60.89		
6603210	55300				BUILDING SUPPLIES					
001512	WAREHOUSE DIRECT	5942914-0	0	2025	6	INV	P	1,648.54	062725V	166054 DISINFECTANTS/WIPE/
007945	MENARDS	62861	0	2025	6	INV	P	14.88	062725V	166037 PIPE ELBOW/WATER/SE
ACCOUNT TOTAL								1,663.42		
6603210	60015				BLDG & BLDG IMPROVEMENTS					
002221	CHICAGO BACKFLOW INC	414244	250080	2025	6	INV	P	8,729.00	062725V	166007 RPZ REPLACEMENT AT
ACCOUNT TOTAL								8,729.00		
ORG 6603210 TOTAL								12,425.86		
GRAND AVE COMMUNITY CENTER										
6605210	52010				INTERIOR MAINTENANCE					
001639	BRS USA INDUSTRIES	2198	0	2025	6	INV	P	175.00	061325V	165903 ANNUAL ELEVATOR INS
003204	MAR BUILDING SERVICE	1096	0	2025	6	INV	P	1,152.00	062725V	166035 CLEANING SERV-REC C
003730	FIFTH THIRD BANK	X3415-052825	0	2025	6	DIR	P	7.50	062625W	412 DIGITAL BLUEPRINT/R
004288	SHERWIN-WILLIAMS CO	7957-4	0	2025	6	INV	P	33.97	061325V	165968 G/A PAINT
007945	MENARDS	62206	0	2025	6	INV	P	279.92	061325V	165944 TOOLS/G/A EMERG LIG
011952	SCHINDLER ELEVATOR C	7100604466	0	2025	6	INV	P	665.00	061325V	165966 2024 WITNESS FEE-RE
ACCOUNT TOTAL								2,313.39		
6605210	52300				LANDSCAPING/LAWN MAINTENANCE					
007945	MENARDS	63078	0	2025	6	INV	P	132.55	061325V	165944 FLOWERS REC/GA BLDG
ACCOUNT TOTAL								132.55		
6605210	60015				BLDG & BLDG IMPROVEMENTS					
001211	ALFA CHICAGO INC	0002	0	2025	6	INV	P	82,161.72	061325V	165894 GRAND AVE GYM FLOOR
ACCOUNT TOTAL								82,161.72		
ORG 6605210 TOTAL								84,607.66		
FUND 210 RECREATION FUND								TOTAL: 136,866.34		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
1201310											EXECUTIVE ADMINISTRATION
1201310	50199										OTHER PROF TECH SERVICES
006712	KLEIN THORPE AND JE	2025-03			0	2025	6	INV P	120.00	061325V	165935 LEGAL SVC 03/25
									120.00		ACCOUNT TOTAL
									120.00		ORG 1201310 TOTAL
3101310											ADMINISTRATION-LAW ENFORCEMENT
3101310	60030										VEHICLES
003475	ENTERPRISE FM TRUST	FBN5351415-331			4	2025	6	INV P	605.60	061325V	165914 ENTERPRISE LEASE PD
									605.60		ACCOUNT TOTAL
3101310	60035										OFC FURNITURE & EQUIPMENT
013041	STREICHER'S	I1756940			250128	2025	6	INV P	3,685.40	061325V	165971 POLI NIPAS UNIFORM
013041	STREICHER'S	I1761558			250143	2025	6	INV P	799.93	061325V	165971 POLI NIPAS UNIFORM
013041	STREICHER'S	I1761837			250142	2025	6	INV P	1,029.99	061325V	165971 POLI NIPAS UNIFORM
									5,515.32		
									5,515.32		ACCOUNT TOTAL
									6,120.92		ORG 3101310 TOTAL
3102310											PATROL SERVICES
3102310	60020										MACHINERY & EQUIPMENT
000058	APPLIED CONCEPTS INC	455985			250119	2025	6	INV P	3,050.00	061325V	165899 SQUAD RADAR UNITS
000668	VERIZON WIRELESS	6115916736			0	2025	6	INV P	905.32	062725V	166053 WIRELESS
									3,955.32		ACCOUNT TOTAL
3102310	60030										VEHICLES
003475	ENTERPRISE FM TRUST	FBN5351415-332			5	2025	6	INV P	929.31	061325V	165914 ENTERPRISE LEASE PD
003475	ENTERPRISE FM TRUST	FBN5351415-338			6	2025	6	INV P	958.84	061325V	165914 ENTERPRISE LEASE PD
003475	ENTERPRISE FM TRUST	FBN5351415-339			7	2025	6	INV P	584.29	061325V	165914 ENTERPRISE LEASE PD
									2,472.44		
									2,472.44		ACCOUNT TOTAL
									6,427.76		ORG 3102310 TOTAL
4102310											R-O-W MAINTENANCE
4102310	53010										SIDEWALK REPLACEMENT
013973	V3 COMPANIES LTD	10425586			0	2025	6	INV P	750.00	061325V	165981 FH SIDEWALK G/A 55T
013973	V3 COMPANIES LTD	10525528			0	2025	6	INV P	1,416.72	061325V	165981 FH SIDEWALK G/A 55T
									2,166.72		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL									2,166.72			
ORG 4102310 TOTAL									2,166.72			
VEHICLE/EQUIPMENT MAINTENANCE												
VEHICLES												
4103310	60030											
003475	ENTERPRISE FM TRUST	FBN5351415-001	8	2025	6	INV	P	266.61	061325V	165914	LEASE PW UNIT 1 202	
003475	ENTERPRISE FM TRUST	FBN5351415-001TOLLS	0	2025	6	INV	P	8.80	061325V	165914	TOLLS - PW UNIT #1	
003475	ENTERPRISE FM TRUST	FBN5351415-004	11	2025	6	INV	P	177.97	061325V	165914	ENTERPRISE LEASE PW	
003475	ENTERPRISE FM TRUST	FBN5351415-009	9	2025	6	INV	P	245.35	061325V	165914	ENTERPRISE LEASE PW	
003475	ENTERPRISE FM TRUST	FBN5351415-013	13	2025	6	INV	P	1,516.43	061325V	165914	ENTERPRISE LEASE PW	
003475	ENTERPRISE FM TRUST	FBN5351415-016	12	2025	6	INV	P	267.27	061325V	165914	ENTERPRISE LEASE PW	
003475	ENTERPRISE FM TRUST	FBN5351415-030	10	2025	6	INV	P	179.40	061325V	165914	ENTERPRISE LEASE PW	
									2,661.83			
ACCOUNT TOTAL									2,661.83			
ORG 4103310 TOTAL									2,661.83			
PROPERTIES												
GENERAL ARCHITECTURAL												
4104310	50320											
013973	V3 COMPANIES LTD	10425588	0	2025	6	INV	P	2,408.00	061325V	165981	SALT SHED	
ACCOUNT TOTAL									2,408.00			
MACHINERY & EQUIPMENT												
4104310	60020											
005013	TWIN SUPPLIES LTD	15806G	250111	2025	6	INV	P	2,940.00	061325V	165979	PW LED LIGHTING	
005013	TWIN SUPPLIES LTD	15806GA	0	2025	6	INV	P	465.00	061325V	165979	ADDL FIXTURES/DIMME	
									3,405.00			
ACCOUNT TOTAL									3,405.00			
LAND IMPROVEMENTS												
4104310	62010											
004114	FUTURITY19 INC	1689	250106	2025	6	INV	P	9,375.00	062725V	166022	REHAB EAST UNDERPAS	
008226	ELD EXPERTS LLC	17325-VKCM	0	2025	6	INV	P	4,797.00	062725V	166015	PW GATE ELECTRONICS	
008226	ELD EXPERTS LLC	24725-VKCM	0	2025	6	INV	P	2,379.06	062725V	166015	PW GATE CAMERA/LICE	
008226	ELD EXPERTS LLC	24825-VKCM	0	2025	6	INV	P	629.40	062725V	166015	INTERCOM LICENSE	
									7,805.46			
009475	PC TECH 2 U INC	20977	0	2025	6	INV	P	2,200.00	060625V	165849	INSTALL PW GATE ELE	
011664	ROBE, INC.	3647	250102	2025	6	INV	P	80,000.00	061325V	165962	PW ENTRANCE GATE	
ACCOUNT TOTAL									99,380.46			
ORG 4104310 TOTAL									105,193.46			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
				FORESTRY							
4105310	60020					MACHINERY & EQUIPMENT					
4105310	014080	VERMEER ILLINOIS IN	PN4858	0	2025 6	INV P			578.00	061325V	165983 ALTERNATOR FOR CHIP
ACCOUNT TOTAL									578.00		
ORG 4105310 TOTAL									578.00		
				FIRE SUPPRESSION							
5102310	60030					VEHICLES					
5102310	003475	ENTERPRISE FM TRUST	FBN5351415-1702	250033	2025 6	INV P			621.59	061325V	165914 UNIT #1702 FIRE CHI
ACCOUNT TOTAL									621.59		
ORG 5102310 TOTAL									621.59		
FUND 310 CAPITAL IMPROVEMENT						TOTAL:	123,890.28				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION
320 PUBLIC BENEFIT FUND												
320 20314 TT PUBLIC IMPROVEMENTS												
006712 KLEIN THORPE AND JE 2025-03				0	2025 6	INV P	2,323.60	061325V	165935	LEGAL SVC 03/25		
ACCOUNT TOTAL							2,323.60					
ORG 320 TOTAL							2,323.60					
FUND 320 PUBLIC BENEFIT FUND							TOTAL:		2,323.60			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
4402350				SEWER MAINTENANCE/REHAB									
4402350 50210				VILLAGE ATTORNEY									
006712	KLEIN	THORPE	AND JE	2025-03	0	2025	6	INV	P	960.00	061325V	165935	LEGAL SVC 03/25
ACCOUNT TOTAL										960.00			
ORG 4402350 TOTAL										960.00			
FUND 350 RIDGEWOOD OAKS PRIV/PUB IMPRVM										TOTAL:		960.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
4501360			CENTRAL BUSINESS DISTRICT								
4501360 55508				FACADE/SIGNAGE							
000441 ALPHAGRAPHS		122798	0	2025	6	INV P	193.20	062725V	165996	WALK YOUR WHEELS DE	
ACCOUNT TOTAL							193.20				
ORG 4501360 TOTAL							193.20				
FUND 360 CENTRAL BUSINESS DISTRICT							TOTAL:		193.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
4102370					R-O-W MAINTENANCE								
4102370 50331					DESIGN ENGINEERING								
001030 BAXTER & WOODMAN INC				0271403	0	2025	6	INV	P	16,449.75	061325V	165902 GILBERT AVE STP RES	
001030 BAXTER & WOODMAN INC				0272466	0	2025	6	INV	P	20,539.70	061325V	165902 GILBERT AVE STP RES	
001030 BAXTER & WOODMAN INC				0272475	0	2025	6	INV	P	3,670.90	061325V	165902 GILBERT AVE PED ACC	
										40,660.35			
001652 BURKE, CHRISTOPHER B					200905	0	2025	6	INV	P	2,582.50	061325V	165904 2025 ROADWAY PRGM 0
ACCOUNT TOTAL										43,242.85			
4102370 50332					INSPECTION ENGINEERING								
013973 V3 COMPANIES LTD				04-10425260	0	2025	6	INV	P	3,742.89	061325V	165981 HAMPTON AVE PH III	
013973 V3 COMPANIES LTD				05-10525502	0	2025	6	INV	P	4,885.64	061325V	165981 HAMPTON AVE PHASE I	
										8,628.53			
ACCOUNT TOTAL										8,628.53			
ORG 4102370 TOTAL										51,871.38			
FUND 370 MOTOR FUEL TAX FUND								TOTAL:	51,871.38				

YEAR/PERIOD: 2025/6 TO 2025/6		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
390										
390	20502									
006368	H. LINDEN & SONS	SWR	WSBURL4	0	CONTRACT	PAY-RETAINED	PERCENT			
					2025	6	INV P	29,854.69	062725V	166025 BURLINGTON AVE WM &
								29,854.69		
					ORG 390		TOTAL	29,854.69		
5201390										
5201390	50210									
006712	KLEIN THORPE AND JE	2025-03		0	VILLAGE ATTORNEY			451.60	061325V	165935 LEGAL SVC 03/25
					2025	6	INV P			
								451.60		
5201390	50331									
001030	BAXTER & WOODMAN INC	0271395		0	DESIGN ENGINEERING			834.50	061325V	165902 BURLINGTON AVE STP
					2025	6	INV P			
								834.50		
5201390	50332									
013973	V3 COMPANIES LTD	04-10525516		0	INSPECTION ENGINEERING			16,853.70	061325V	165981 BURLINGTON AVE RESU
013973	V3 COMPANIES LTD	10425261		0	2025	6	INV P	2,174.57	061325V	165981 BURLINGTON AVE RESU
								19,028.27		
								19,028.27		
5201390	60011									
006368	H. LINDEN & SONS	SWR	WSBURL4	0	MFT CONSTRUCTION/CURR YR			45,000.00	062725V	166025 BURLINGTON AVE WM &
					2025	6	INV P			
								45,000.00		
5201390	62010									
005013	TWIN SUPPLIES LTD	15798H		250122	LAND IMPROVEMENTS			2,336.00	061325V	165979 LED HISTORIC TOWER
					2025	6	INV P			
								2,336.00		
					ORG 5201390		TOTAL	67,650.37		
FUND 390 TIF DISTRICT - SOUTH					TOTAL:			97,505.06		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
5201395			TIF DISTRICT NORTH							
5201395 55508			FACADE/SIGNAGE							
006367	HILLGROVE TAP LLC	2025-0064	0	2025	6	INV P	5,000.00 062725V	166028	800	HILLGROVE PROP
017251	GIUFFRE, PHILLIP	2025-0063	0	2025	6	INV P	5,000.00 062725V	166023	824	HILLGROVE PROP
ACCOUNT TOTAL							10,000.00			
ORG 5201395 TOTAL							10,000.00			
FUND 395		TIF DISTRICT - NORTH			TOTAL:		10,000.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION
2301410				G. O. DEBT SERVICE						
2301410 81700				PAYING AGENT FEES						
002528	AMALGAMATED BANK	64820625		0	2025 6	INV P	475.00	061325V	165896	PAYING AGENT FEE SR
ACCOUNT TOTAL							475.00			
ORG 2301410 TOTAL							475.00			
FUND 410 DEBT SERVICE FUND							TOTAL:		475.00	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
2501510										
2501510	81513									
005688	IL ENVIRONMENTAL	PRO	L17-1704	#21	0	2025	6 DIR P	224,088.08	062625W	404 WIRE L17-1704 #21 P
								224,088.08		
2501510	81519									
005688	IL ENVIRONMENTAL	PRO	L17-5495	#11	0	2025	6 DIR P	66,120.26	062625W	402 ACH L17-5495 #11 PP
								66,120.26		
2501510	81521									
005688	IL ENVIRONMENTAL	PRO	L17-5565	#09	0	2025	6 DIR P	10,267.91	062625W	403 WIRE L17-5565 #09 P
								10,267.91		
2501510	81613									
005688	IL ENVIRONMENTAL	PRO	L17-1704	#21	0	2025	6 DIR P	26,594.89	062625W	404 WIRE L17-1704 #21 P
								26,594.89		
2501510	81619									
005688	IL ENVIRONMENTAL	PRO	L17-5495	#11	0	2025	6 DIR P	20,906.30	062625W	402 ACH L17-5495 #11 PP
								20,906.30		
2501510	81621									
005688	IL ENVIRONMENTAL	PRO	L17-5565	#09	0	2025	6 DIR P	3,849.86	062625W	403 WIRE L17-5565 #09 P
								3,849.86		
								351,827.30		
4301510										
4301510	50210									
006712	KLEIN THORPE AND JE	2025-03			0	2025	6 INV P	817.00	061325V	165935 LEGAL SVC 03/25
								817.00		
4301510	50339									
002242	CLOUDPOINT GEOGRAPHI	INV-05658			250056	2025	6 INV P	1,400.00	062725V	166010 GIS SERVICES
								1,400.00		
4301510	50500									
000500	AMERICAN WATER WORKS	SO239840			0	2025	6 INV P	413.00	062725V	165997 #696130-MEMBERSHIP-
								413.00		
4301510	50700									
009312	CHICKIES, THE ORIGNL	818028-061125			0	2025	6 INV P	51.86	062725V	166009 MAIN BREAK MEALS-HY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL						51.86			
4301510	51940					RADIO SERVICES			
000668	VERIZON WIRELESS	6115916736	0	2025 6	INV P	329.52	062725V	166053	WIRELESS
ACCOUNT TOTAL						329.52			
ORG 4301510 TOTAL						3,011.38			
4302510						WATER PRODUCTION			
4302510	50700					EXP REIMBURSE/MTGS EXPENSE			
005135	MORENO, VICTOR	2025-05	0	2025 6	INV P	114.45	060625V	165847	RMB MILEAGE 05.25
ACCOUNT TOTAL						114.45			
4302510	52010					INTERIOR MAINTENANCE			
014075	VEGA BUILDING MAINT	101584	250048	2025 6	INV P	180.00	061325V	165982	JANITORIAL SERVICES
ACCOUNT TOTAL						180.00			
4302510	52600					WATER QUALITY TESTING			
013085	SUBURBAN LABORATORIE	GA5002182	250047	2025 6	INV P	330.00	062725V	166050	WATER TESTING
013085	SUBURBAN LABORATORIE	GA5002201	250047	2025 6	INV P	245.00	062725V	166050	WATER TESTING
013085	SUBURBAN LABORATORIE	GA5002509	250047	2025 6	INV P	1,065.00	062725V	166050	WATER TESTING
013085	SUBURBAN LABORATORIE	GA5002581	250047	2025 6	INV P	1,061.80	062725V	166050	WATER TESTING
013085	SUBURBAN LABORATORIE	GA5003081	250047	2025 6	INV P	1,389.60	061325V	165972	WATER TESTING
						4,091.40			
ACCOUNT TOTAL						4,091.40			
4302510	53200					UTILITIES			
000273	AEP ENERGY INC	3009956638-2503	0	2025 6	INV P	118.60	060625V	165831	COMED#8975651539 2/
000273	AEP ENERGY INC	3009956638-2504	0	2025 6	INV P	90.08	060625V	165831	COMED#8975651539 3/
000273	AEP ENERGY INC	3009956638-2505	0	2025 6	INV P	65.40	061325V	165893	COMED#8975651539 4/
000273	AEP ENERGY INC	3009956650-2505	0	2025 6	INV P	20,240.30	061325V	165893	COMED#8061984149 04
000273	AEP ENERGY INC	3009956694-2505	0	2025 6	INV P	9,513.84	061325V	165893	COMED#6696698203 4/
000273	AEP ENERGY INC	3009956762-2505	0	2025 6	INV P	13,031.96	061325V	165893	COMED#3953226178 04
000273	AEP ENERGY INC	3009956818-2505	0	2025 6	INV P	32.51	061325V	165893	COMED#0360887347 04
000273	AEP ENERGY INC	3009956829-2505	0	2025 6	INV P	32.19	061325V	165893	COMED#2645412506 04
000273	AEP ENERGY INC	3020066947-2505	0	2025 6	INV P	4,934.95	061325V	165893	COMED#0885757529 4/
						48,059.83			
009130	NICOR GAS	06409700009-2505	0	2025 6	INV P	507.06	060625V	165848	06409700009 04/17-0
ACCOUNT TOTAL						48,566.89			
4302510	55352					MEMBRANE CARTRIDGES			
006049	PARGREEN PROCESS TEC	178790	250139	2025 6	INV P	10,017.30	061325V	165954	CARTRIDGE FILTERS
006049	PARGREEN PROCESS TEC	178790A	0	2025 6	INV P	.03	061325V	165954	CARTRIDGE FILTERS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
							10,017.33				
ACCOUNT TOTAL							10,017.33				
4302510	55600	CHEMICALS									
004934	HAWKINS INC	7079458	250109	2025	6	INV P	6,892.62	061325V	165924	WATER PLANT	CHEMICA
004934	HAWKINS INC	7079749	250109	2025	6	INV P	6,447.32	061325V	165924	WATER PLANT	CHEMICA
004934	HAWKINS INC	7079900	250109	2025	6	INV P	8,910.96	061325V	165924	WATER PLANT	CHEMICA
004934	HAWKINS INC	7080008	250109	2025	6	INV P	7,581.45	061325V	165924	WATER PLANT	CHEMICA
004934	HAWKINS INC	7094915	250109	2025	6	INV P	7,421.09	062725V	166027	WATER PLANT	CHEMICA
004934	HAWKINS INC	7101770	250109	2025	6	INV P	7,084.98	062725V	166027	WATER PLANT	CHEMICA
004934	HAWKINS INC	7105539	250109	2025	6	INV P	5,487.83	062725V	166027	WATER PLANT	CHEMICA
							49,826.25				
ACCOUNT TOTAL							49,826.25				
4302510	62015	BLDG & BLDG IMPROVEMENTS									
004114	FUTURITY19 INC	1677	250107	2025	6	INV P	12,637.50	062725V	166022	W/P FRONT PORCH	IMP
005013	TWIN SUPPLIES LTD	15807G	250110	2025	6	INV P	2,730.00	061325V	165979	LED LIGHTING W/P	
005013	TWIN SUPPLIES LTD	15807GA	0	2025	6	INV P	1,050.00	061325V	165979	ADDL-EVD CLICK/LED	
							3,780.00				
ACCOUNT TOTAL							16,417.50				
ORG 4302510 TOTAL							129,213.82				
4303510	WATER DISTRIBUTION										
4303510	50331	DESIGN ENGINEERING									
005417	HR GREEN INC	184851	250138	2025	6	INV P	1,168.50	061325V	165927	LEAD SERVICE LINE R	
005417	HR GREEN INC	186248	250138	2025	6	INV P	2,279.50	061325V	165927	LEAD SERVICE LINE R	
005417	HR GREEN INC	188475	250138	2025	6	INV P	9,982.80	061325V	165927	LEAD SERVICE LINE R	
							13,430.80				
013973	V3 COMPANIES LTD	10425587	0	2025	6	INV P	221.51	061325V	165981	WM REPAIR 53RD ST	
ACCOUNT TOTAL							13,652.31				
4303510	52690	LEAK DETECTION									
000126	ASSOCIATED TECHNICAL	39899	0	2025	6	INV P	1,160.00	061325V	165900	LEAK LOCATION SVC-F	
000126	ASSOCIATED TECHNICAL	40149	250095	2025	6	INV P	6,670.00	061325V	165900	LEAK DETECTION LIST	
000126	ASSOCIATED TECHNICAL	40149A	0	2025	6	INV P	45.00	061325V	165900	LEAK DETECTION LIST	
000126	ASSOCIATED TECHNICAL	40422	0	2025	6	INV P	940.00	060625V	165834	LEAK LOCATION SVC-4	
							8,815.00				
ACCOUNT TOTAL							8,815.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP S		WARRANT	CHECK	DESCRIPTION
4303510	55151				TOOLS						
005196	HOME DEPOT	9024838		0	2025	6 INV P	636.97	060625V	165840	PW ROTARY BATTERY S	
ACCOUNT TOTAL							636.97				
4303510	55250				WATER/SEWER REP PARTS/SUPPLIES						
009997	ZIEBELL WATER SERVIC	269487-000	0	2025	6 INV P	3,226.93	061325V	165987	REPAIR SLEEVE		
009997	ZIEBELL WATER SERVIC	269518-000	0	2025	6 INV P	607.96	061325V	165987	UP STM		
009997	ZIEBELL WATER SERVIC	269566-000	0	2025	6 INV P	250.00	061325V	165987	MAIN BREAK PAIL WAT		
009997	ZIEBELL WATER SERVIC	269567-000	0	2025	6 INV P	1,309.10	061325V	165987	REPAIR SLEEVE		
							5,393.99				
015311	MORTENSEN, HOWARD	3913LINDEN-LSLR	0	2025	6 INV P	5,000.00	062725V	166040	3913 LINDEN-LSLR CO		
ACCOUNT TOTAL							10,393.99				
4303510	62030				VEHICLES, EQUIP & FURNITURE						
003475	ENTERPRISE FM TRUST	FBN5351415-001	8	2025	6 INV P	266.61	061325V	165914	LEASE PW UNIT 1 202		
003475	ENTERPRISE FM TRUST	FBN5351415-004	11	2025	6 INV P	177.97	061325V	165914	ENTERPRISE LEASE PW		
003475	ENTERPRISE FM TRUST	FBN5351415-009	9	2025	6 INV P	245.35	061325V	165914	ENTERPRISE LEASE PW		
003475	ENTERPRISE FM TRUST	FBN5351415-013	13	2025	6 INV P	1,516.43	061325V	165914	ENTERPRISE LEASE PW		
003475	ENTERPRISE FM TRUST	FBN5351415-016	12	2025	6 INV P	267.27	061325V	165914	ENTERPRISE LEASE PW		
003475	ENTERPRISE FM TRUST	FBN5351415-030	10	2025	6 INV P	179.40	061325V	165914	ENTERPRISE LEASE PW		
							2,653.03				
ACCOUNT TOTAL							2,653.03				
ORG 4303510 TOTAL							36,151.30				
4304510					WATER METER READING						
4304510	50100				PROFESSIONAL SERVICES						
013381	THIRD MILLENNIUM	32983	0	2025	6 INV P	600.73	061325V	165974	GREENPAY FEES 05/25		
013381	THIRD MILLENNIUM	33041	0	2025	6 INV P	828.27	062725V	166051	UTILITY BILLING 05.		
							1,429.00				
ACCOUNT TOTAL							1,429.00				
ORG 4304510 TOTAL							1,429.00				
FUND 510 WATER FUND					TOTAL:		521,632.80				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
4401515											ADMINISTRATION-SEWER
4401515	51940										RADIO SERVICES
000668	VERIZON WIRELESS	6115916736		0		2025	6	INV	P	277.40	062725V 166053 WIRELESS
											ACCOUNT TOTAL
										277.40	
4401515	62030										VEHICLES, EQUIP & FURNITURE
003475	ENTERPRISE FM TRUST	FBN5351415-001		8		2025	6	INV	P	266.61	061325V 165914 LEASE PW UNIT 1 202
003475	ENTERPRISE FM TRUST	FBN5351415-004		11		2025	6	INV	P	177.97	061325V 165914 ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5351415-009		9		2025	6	INV	P	245.35	061325V 165914 ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5351415-013		13		2025	6	INV	P	1,516.43	061325V 165914 ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5351415-016		12		2025	6	INV	P	267.28	061325V 165914 ENTERPRISE LEASE PW
003475	ENTERPRISE FM TRUST	FBN5351415-030		10		2025	6	INV	P	179.42	061325V 165914 ENTERPRISE LEASE PW
										2,653.06	
											ACCOUNT TOTAL
										2,653.06	
											ORG 4401515 TOTAL
										2,930.46	
4402515											SEWER MAINTENANCE/REHAB
4402515	50331										DESIGN ENGINEERING
003413	ROBINSON ENGINEERING	25050622		250068		2025	6	INV	P	8,737.50	061325V 165963 POINT REPAIR DESIGN
											ACCOUNT TOTAL
										8,737.50	
4402515	50336										ENGINEERING STUDIES
001030	BAXTER & WOODMAN INC	0271381		0		2025	6	INV	P	632.50	061325V 165902 NPDES CSO REPORTING
001030	BAXTER & WOODMAN INC	0272462		0		2025	6	INV	P	713.75	061325V 165902 NPDES CSO REPORTING
001030	BAXTER & WOODMAN INC	0272472		250036		2025	6	INV	P	1,500.00	061325V 165902 2025 MS4 SERVICES A
										2,846.25	
											ACCOUNT TOTAL
										2,846.25	
4402515	53075										SEWER TELEVISIONING
003413	ROBINSON ENGINEERING	25050623		250070		2025	6	INV	P	5,857.20	061325V 165963 CCTV REVIEW CLEAN &
											ACCOUNT TOTAL
										5,857.20	
4402515	55100										SUPPLIES
004564	GREAT LAKES CONCRETE	255507		0		2025	6	INV	P	888.23	061325V 165921 CONCRETE RING CONE
004564	GREAT LAKES CONCRETE	255558		0		2025	6	INV	P	320.00	062725V 166024 PW 4 HIGH FRAME
004564	GREAT LAKES CONCRETE	255618		0		2025	6	INV	P	435.35	062725V 166024 FLAT TOP COVER CONC
										1,643.58	
009997	ZIEBELL WATER SERVIC	269590-000		0		2025	6	INV	P	250.00	062725V 166057 PAIL SPECRETE WATER
											ACCOUNT TOTAL
										1,893.58	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION		
4402515	62025			SEWER SYSTEM							
015310	SILIUNAS, ALEK	4439HOWARD-OSS	0	2025 6	INV P	5,000.00	061325V	165969	4439	HOWARD-OSS	COS
ACCOUNT TOTAL						5,000.00					
ORG 4402515 TOTAL						24,334.53					
FUND 515 SEWER FUND						TOTAL:	27,264.99				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
4402525									SEWER MAINTENANCE/REHAB		
4402525	50331								DESIGN ENGINEERING		
001652	BURKE, CHRISTOPHER B	200904	0	2025	6	INV P	2,330.36	061325V	165904	SPDL	DRNG IMPROVEME
						ACCOUNT TOTAL	2,330.36				
4402525	50332								INSPECTION ENGINEERING		
001652	BURKE, CHRISTOPHER B	200906	0	2025	6	INV P	4,830.00	061325V	165904	SPDL	DRNG IMPROVEME
						ACCOUNT TOTAL	4,830.00				
						ORG 4402525 TOTAL	7,160.36				
FUND 525 STORMWATER FUND				TOTAL:			7,160.36				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
4201590				ACCOUNTING/COLLECTIONS							
4201590	55100			SUPPLIES							
007945	MENARDS	62076	0	2025	6	INV	P		52.95	061325V	165944 CLEANING SPLS/TOOLS
				ACCOUNT TOTAL					52.95		
				ORG 4201590		TOTAL			52.95		
4202590				B/N MUNICIPAL SERVICES							
4202590	52000			HOUSEKEEPING MAINTENANCE							
014075	VEGA BUILDING MAINT	101584	250048	2025	6	INV	P		450.00	061325V	165982 JANITORIAL SERVICES
				ACCOUNT TOTAL					450.00		
4202590	53200			UTILITIES							
000273	AEP ENERGY INC	3010814284-2505	0	2025	6	INV	P		43.25	061325V	165893 COMED#8222640939 04
000273	AEP ENERGY INC	3010814295-2505	0	2025	6	INV	P		51.82	061325V	165893 COMED#5315494308 04
000273	AEP ENERGY INC	3014104921-2505	0	2025	6	INV	P		789.10	061325V	165893 COMED#3753951851 04
									884.17		
002371	COMMONWEALTH EDISON	1522841222-2505	0	2025	6	INV	P		151.56	060625V	165836 PROSPECT PEDX 04/18
				ACCOUNT TOTAL					1,035.73		
				ORG 4202590		TOTAL			1,485.73		
4203590				WEST UNDERPASS							
4203590	50332			INSPECTION ENGINEERING							
001670	BNSF RAILWAY COMPANY	90286031	0	2025	6	INV	P		1,082.30	062725V	166002 INSPCTR COORD-PROSP
				ACCOUNT TOTAL					1,082.30		
				ORG 4203590		TOTAL			1,082.30		
590				BURLINGTON NORTHERN							
590	34502			PERMIT COLLECTIONS							
015328	SCHLENDER, LESLY	206	0	2025	6	INV	P		180.00	062725V	166048 REFUND-PURCHASED DU
				ACCOUNT TOTAL					180.00		
				ORG 590		TOTAL			180.00		
FUND 590 BURLINGTON NORTHERN									TOTAL:	2,800.98	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
690				PAYROLL							
690	20611			DENTAL INSURANCE							
002864	DELTA DENTAL PLAN OF	1921227	0	2025 6 INV P		5,508.56	062725V		166014	DENTAL INS	06/25
002864	DELTA DENTAL PLAN OF	1921229	0	2025 6 INV P		65.52	062725V		166014	DENTAL INS	06/25
						5,574.08					
				ACCOUNT TOTAL		5,574.08					
690	20612			LIFE INSURANCE							
002852	DEARBORN LIFE INS CO	VF029673-1-2507	0	2025 6 INV P		979.46	062725V		166013	LIFE/AD&D & VISION	
				ACCOUNT TOTAL		979.46					
690	20613			HEALTH INS - HMO COVERAGE							
001300	BLUE CROSS-BLUE SHIE	271883-2507	0	2025 6 INV P		22,470.57	062725V		166001	HEALTH INS	07.25
				ACCOUNT TOTAL		22,470.57					
690	20614			HEALTH INS - REG COVERAGE							
001300	BLUE CROSS-BLUE SHIE	271883-2507	0	2025 6 INV P		130,661.73	062725V		166001	HEALTH INS	07.25
				ACCOUNT TOTAL		130,661.73					
690	20616			CAFETERIA PLAN-MEDICAL							
006507	AMERIFLEX CLAIMS	June 2025	0	2025 6 INV P		5,504.18	062025PR		165988	June 2025	
				ACCOUNT TOTAL		5,504.18					
690	20618			UNION DUES - POLICE DEPT							
000715	METROPOLITAN ALLIANC	June 2025	0	2025 6 INV P		611.00	062025PR		165989	June 2025	
000715	METROPOLITAN ALLIANC	June 25	0	2025 6 INV P		235.00	062025PR		165990	June 2025 Union Due	
						846.00					
				ACCOUNT TOTAL		846.00					
690	20620			UNION DUES - LOCAL700 TEAMSTER							
013290	TEAMSTERS LOCAL 700	JUNE 2025	0	2025 6 INV P		546.00	062025PR		165992	JUNE 2025	
				ACCOUNT TOTAL		546.00					
690	20622			ADDITIONAL LIFE INSURANCE							
001719	NCPERS GROUP LIFE IN	03125-June25	0	2025 6 INV P		64.00	062025PR		165991	ADDL LIFE INS	JUNE
002852	DEARBORN LIFE INS CO	VF029673-1-2507	0	2025 6 INV P		1,727.63	062725V		166013	LIFE/AD&D & VISION	
				ACCOUNT TOTAL		1,791.63					
690	20631			VISION INSURANCE							
002852	DEARBORN LIFE INS CO	VF029673-1-2507	0	2025 6 INV P		819.09	062725V		166013	LIFE/AD&D & VISION	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/6 TO 2025/6										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL					819.09					
ORG 690		TOTAL		169,192.74						
FUND 690		PAYROLL		TOTAL :		169,192.74				

** END OF REPORT - Generated by Denise Bruton **